

AMENDMENT NO. 2
OF
NAPA COUNTY AGREEMENT NO. 170635B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 170635B is made and entered into as of this _____ day of _____, 2021, 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 94126-5515, 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

WHEREAS, numerous requirements relating to the project have been changed, requiring additional services, including the following: Caltrans changed the bridge design requirements, the U. S. Army Corps of Engineers added a new 404 permit requirement, the AT&T relocation requires an unanticipated bridge hanger design, the stormwater design requires a non-standard bridge hanger design, the property owners in the area requested a third alternative analysis, and County staff changed the scope of services for the tree survey; and

WHEREAS, the parties now desire to amend the Agreement 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.

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 services set forth in Exhibit “B-3” in Amendment 1 and Exhibit “B-4”, 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-4”, 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 ONE MILLION, TWO HUNDRED AND SEVENTY-NINE THOUSAND THREE HUNDRED AND NINETY-ONE DOLLARS \$1,279,391.00); 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-4”, 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-4”, 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.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, COUNTY and CONSULTANT have executed this Amendment No. 2 of Napa County Agreement No. 170635B as of the date first above written.

BIGGS CARDOSA & ASSOCIATES, INC

By _____
STEPHEN A. BIGGS, President

By _____
MARK A. CARDOSA, Secretary

“CONSULTANT”

NAPA COUNTY, a political subdivision of
the State of California

By _____
ALFREDO PEDROZA, Chair
Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <u>John L. Myers (e-sign)</u> County Counsel Date: <u>November 24, 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 “B-4”

COMPENSATION AND EXPENSE REIMBURSEMENT

November 23, 2021
(Revised)
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. 2

[Additional Project Management, ROE, Conceptual Engineering, Public Outreach, Alternative Alignment Feasibility Study Update, Aquatic Resources Delineation (ARD) Report, and Regulatory Permitting Support]

Dear Mr. Wadsworth:

This additional work proposal contains the additional scope items discussed and outlined below including Additional Project Management, Conceptual Engineering, Public Outreach, Alternative Alignment Feasibility Study Update, and Aquatic Resources Delineation (ARD) Report.

1. Additional Project Management, ROE, Conceptual Engineering, and Public Outreach

Prior to the start of the Preliminary Engineering phase of our contract, the County had already developed (through a prior contract with Mark Thomas) and received Caltrans concurrence of a Bridge Replacement on a Straightened Alignment Project Alternative concept (see **PINK** alternative alignment in the screenshot below). One of the consultant team's initial tasks was to evaluate and confirm the best alignment of the relocation of the bridge considering the bridge structure, alignment geometrics, site conditions. At that time, the consultant team performed a high-level evaluation of an alternative alignment and bridge location a little further south of the proposed relocation that resulted in shorter approach roadway-connection improvements (see **YELLOW** alternative alignment in the screenshot below). However, based on this initial conceptual alternative alignment feasibility evaluation, the consultant team determined that original (Mark Thomas) straightened alignment was the more feasible alignment considering the viability of a proposed land-swap deal between the two property owners directly impacted by the realignment.

However back on February 2021, the team became aware that the property ownership had changed when reviewing the previously acquired right of entries (ROE) to be able to perform a pedestrian survey update. Parcel 027-330-015 (Marian Kenney) had sold to Christopher Marusich, and Parcel 027-330-002 (Madeline Herlihy) had sold to Shai Shefer. Because the property ownership had changed, new ROE was required and the team coordinated over the next three months (February to April 2021) to obtain the updated title reports, and draft, send and perform follow-up coordination for the ROE request notification letters with the new property owners.

Through the follow-up coordination, it became apparent that there were strong project opposition with the new property owners as they refused to provide the requested ROEs. It is important to understand that the two stakeholder property owners (Shefer and Marusich) that oppose the County's project were not the property owners during the start of the preliminary design phase when the initial conceptual feasibility study anticipating the land swap deal was performed, and have different interests and plans for the impacted properties than the previous property owners.

This strong project opposition by the stakeholders threatened the design schedule and viability of the County's project and a strategic plan of action to address this new predicament was developed that included public outreach to understand the specific issues and reasons for each of the stakeholder's opposition to the project and to gain

[Additional Project Management, ROE, Conceptual Engineering, Public Outreach, Alternative Alignment Feasibility Study Update, Aquatic Resources Delineation (ARD) Report, and Regulatory Permitting Support]

the trust of the stakeholders. A vital component of the strategic plan of action was to demonstrate to the stakeholders that the County will proceed in an informed and fair approach for all stakeholders. This public outreach effort included on-going emails and calls to both Shefer and Marusich to communicate the project's status, constraints, considerations, and schedule as well as to obtain each of the stakeholders' specific plans, intent, concerns and conflicts with their parcels and the County's project. This on-going open communication also served to strategically gain the trust of the stakeholders and preclude an outright obstruction by these stakeholders whom the County will ultimately need to negotiate right of way.

Through this on-going communication with these stakeholders, the team understood that Shefer's plans included development of the parcel to construct a house and potentially sell the property. Additionally, in order to develop the parcel, a septic tank plan was required to be permitted which conflicted with the County's proposed project alignment. Moreover, conceptual engineering was performed and is still required to assess the complete nature of the conflict, coordinate Shefer's planned improvements including the septic tank plan with the County's project and determine the feasibility of incorporating both Shefer's planned improvements with the County's project. This conceptual engineering will include coordinating with Shefer's septic tank design consultant to evaluate the feasibility of alternative septic tank design layouts and potentially additional retaining walls to maintain the proposed maintenance access for the sediment detention basins.

The change in property ownership and updated title reports also prompted an additional complication of potential having to maintain a secondary back driveway entry to parcel 027-330-017 (Herlihy remaining south parcel). This existing secondary back driveway was not indicated on the parcel maps and title reports and research was performed to determine whether this secondary back driveway access was permitted and needed to be maintained. Conceptual engineering for various driveway layouts, construction staging, grading and retaining wall was required to determine the best approach to be able to maintain this secondary back driveway access.

The public outreach effort also includes coordinating and performing an on-site visit to photograph and document recent property improvements that Marusich constructed in preparation for their planned vineyard that conflicts with the County's project as well as a near-site project neighborhood outreach informational meeting and the nearby Dry Creek/ Lokoya County Fire Station.

The County understands the need to be responsive to these stakeholders' concerns, comments and requests, and present some level of analysis of other alignments, or face increasing public opposition to the County's project and a much more difficult R/W negotiations process. The following additional project management, conceptual engineering, and public outreach is proposed to address this newly identified public outreach need.

Additional Project Management, ROE, Conceptual Engineering, and Public Outreach

- a. Coordination to obtain additional ROEs
 - i. Research to obtain current stakeholder contact information, current title reports and parcel maps
 - ii. Develop and mail ROE letters
 - iii. Follow-up with ROE letters
- b. Assessing and Managing Stakeholders Project Opposition
 - i. Developing and implementing a public outreach plan strategy
 - ii. Perform on-going communication with stakeholders to foster trustworthy working relationship and ascertain and coordinate stakeholder intent, improvement plans and concerns
 - iii. Perform on-site visit to photograph and document current parcel improvements
- c. One-on-One Stakeholder Meetings (Total 2)
 - i. Meeting preparation and coordination
 - ii. Perform one-on-one meetings
- d. Conceptual Engineering

[Additional Project Management, ROE, Conceptual Engineering, Public Outreach, Alternative Alignment Feasibility Study Update, Aquatic Resources Delineation (ARD) Report, and Regulatory Permitting Support]

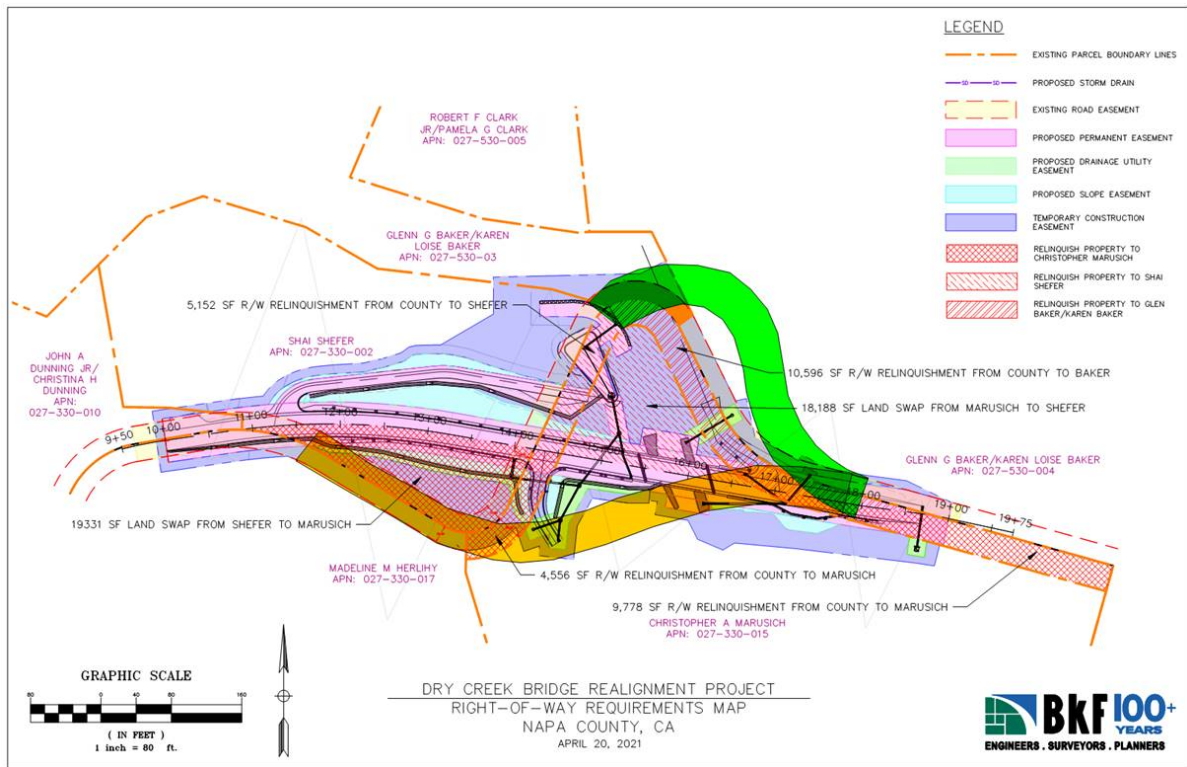
- i. Evaluate conflicts with Shefer improvement plans with layout, staging, grading and retaining walls for alternative septic tank layout options
 - ii. Coordination with Shefer septic tank designer of feasibility of alternative septic tank layout
 - iii. Research the legitimacy of Herlihy second driveway back access and evaluate layout, staging, grading and retaining walls for driveway access options
- e. Neighborhood Outreach Meeting (Total 1)
 - i. Coordinate and prepare project fact-sheet, meeting notifications, logistics, and exhibit material
 - ii. Perform site visit and in-person meeting
 - iii. Document and address meeting comments and questions
- f. Land Surveyor ROE for Tree Survey
 - i. Land Survey ROE for Tree Survey will be performed in compliance with the notice provisions in Business & Professions Code sec. 8774(a) and Civil Code sec. 846.5(a). Although notice is not actually required, the consultant will provide written notice of the time and date of the planned survey in advance. Because the land surveyor is the one who has the right to enter, the land surveyor will be the one to send the written notice. The land surveyor will not hide the fact that they are working for the County. The land surveyor will coordinate the dates of the scheduled tree survey with the environmental consultant performing the tree survey. Additionally, the consultant will coordinate an alternate date and time if requested by the property owner. The written notice will specify how many people will be entering the property to conduct the survey.
 - ii. Land surveyor will be present and accompany the environmental staff performing the Tree Survey. Every person who enters with the land surveyor will also assist with the land surveying activities. Land survey activities could include activities like placing markers, holding up visual identifiers, taking notes, etc. The other staff entering the property with the land surveyor will not go anywhere the land surveyor does not go.

Additional Services for Additional Project Management, ROE, Conceptual Engineering, and Public Outreach are proposed to be included into the **Task 2.1_ Phase 2 Project Management**. [For the amount of \$59,239]

2. Alternative Alignment Feasibility Study Update

To address the stakeholder's concerns and mitigate against the potential for Right-of-Way condemnation that could potentially delay the design schedule, the County needs to perform an earnest feasibility study that evaluates the pros and cons of the additional alignment alternative that Shefer and Marusich mentioned (see **GREEN** alternative alignment in the screenshot below) to be able to rationally justify the proposed alignment alternative to the County Board of Directors amidst potentially intense protest by the stakeholders impacted by the proposed alternative. Update the Alternative Alignment Feasibility Study to address Stakeholders' comments and concerns.

Additional Work Request No. 2
[Additional Project Management, ROE, Conceptual Engineering, Public Outreach, Alternative Alignment Feasibility Study Update, Aquatic Resources Delineation (ARD) Report, and Regulatory Permitting Support]



- a. Develop the additional (GREEN) alignment alternative cost estimate, pros and cons including the following:
 - i. Develop conceptual-level draft geometric design of 30 MPH design standard for planning study purposes only
 - ii. Develop planning study level bridge and civil costs based on square foot unit costs
 - iii. Determine planning study level right-of-way costs
 - iv. Develop breakdown of potential cost increases / decreases between the County and HBP so the County knows the potential budget impact
- b. Determine preferred alternative recommendation
 - i. One teleconference meeting to determine potential impact to the design, environmental approval process, right-of-way and construction schedules, and assess the pros and cons of each of the alignment alternatives
 - ii. Update the Alternative Alignment Pros and Cons Feasibility Matrix and Other Feasibility Study documentation.

Additional Services to develop Alternative Alignment Feasibility Study Update are proposed to be included into the **Task 1.3_ Preliminary Design Engineering / Concept Plans**. [For the amount of \$13,494]

3. Aquatic Resource Delineation Report

Based on very recent coordination with the regulatory agencies on similar projects, the USACE may no longer accept jurisdictional delineation results as a summary in the NES as originally scoped. Therefore, the USACE may require an aquatic jurisdictional delineation report (ARD) be prepared prior to providing work authorization under the Nationwide 14 permit. If required, the consultant will summarize the existing regulatory setting, project

[Additional Project Management, ROE, Conceptual Engineering, Public Outreach, Alternative Alignment Feasibility Study Update, Aquatic Resources Delineation (ARD) Report, and Regulatory Permitting Support]

area conditions, and delineated wetlands and waters of the U.S. and state in an ARD. The ARD will be used to support the regulatory permitting process. The consultant expects to provide coordination for up to two sets of comments; one from an internal team review and one from the County review.

The deliverables for this task include one electronic copy of the Aquatic Resources Delineation Report. The consultant assumes up to two sets of comments (Internal Team Review & County Review) and no meetings are required.

Additional Services for developing the Aquatic Resources Delineation Report are proposed to be included into the **Task 2.4_ Environmental Permitting**. [For the amount of \$23,777]

4. Regulatory Permitting Support (OPTIONAL)

The 2017 USACE Nationwide Permits (NWP) are expiring March 2022, and based on recent coordination with USACE, the new 2021 NWPs are not guaranteed to be issued before March 2022. The NWPs allow for a one-year extension from the March 2022 expiration date to construct authorized projects if the project is under contract for construction or the project has initiated construction. If the project is not completed by mid-March 2023, the County will be required to acquire new authorization under the upcoming 2021 NWPs. The Section 401 permit with the Regional Water Quality Control Board (RWQCB) has traditionally followed the same expiration track as the USACE NWPs. Therefore, if the project is not completed by mid-March 2023, the County will be required to get new authorization concurrent with the 2021 NWPs.

In advance of preparing the regulatory permits GPA provided two permit options for the County to consider: 1) initiate permit preparation in Fall 2021 under the 2017 USACE NWP 14; and 2) initiate permit preparation in March 2022 under the 2021 USACE NWP 14. Based on correspondence with the County on September 24, 2021, it is GPA's understanding that the County wishes to proceed with Option 1. GPA will proceed with preparing the Section 404 permit under the current 2017 USACE NWP 14. However, in the event that the County will need to convert the 2017 USACE NWP 14 to a 2021 USACE NWP 14, this optional task for permitting support would be utilized to update the Section 404 and Section 401 permits to get new authorization concurrent with the 2021 NWPs. The CDFW 1602 Agreement is expected to be valid for five years from the date of issuance; therefore, no modifications to the Agreement are expected.

The deliverables for this task include coverage under the new 2021 NWP 14 and corresponding Section 401 coverage.

Additional Services for updating the Section 404 and Section 401 permits are proposed to be included into the **Task 2.4_ Environmental Permitting**. [For the amount of \$12,194]

5. Bridge Design Memo (BDM 9.4) Code & Bridge Utility Design Updates

This additional scope of work includes updating the Final PS&E Design to meet a recent bridge design memo code specifying a thicker minimum deck slab and to incorporate recent utility design updates into the structural design which were determined to be required after the 65% PS&E was already updated in August 2021.

The design team prepared 65% PS&E and submitted to the County for a review in May 2020. Although the 65% PS&E was updated in August 2021 to accommodate updates in roadway geometrics due to the update of the

[Additional Project Management, ROE, Conceptual Engineering, Public Outreach, Alternative Alignment Feasibility Study Update, Aquatic Resources Delineation (ARD) Report, and Regulatory Permitting Support]

AASHTO code and resulting project Design Basis Memorandum, Caltrans subsequently released a Bridge Design Memo (BDM 9.4) for typical deck, overhang and soffit design in October 2021, which requires the minimum slab thickness for Precast Girder structure to be 8 inches instead of 7 1/8 inches as was previously designed. To meet this design code memorandum update, BCA will need to revise the structure design calculations to accommodate the additional deadload from thicker slab and update final PS&E. Because of the relatively recent release of this design code memorandum update, this additional work was not anticipated or included in the original scope of work or in the previous ASRs.

In our effort to obtain Regional Water Quality Control Board (RWQCB) acceptance of the project's water quality design, the water quality design concept had to be significantly revised several times over the course of the 65% design PS&E. The RWQCB just recently in November 2021 indicated that the currently proposed water quality design concept maybe acceptable. To convey the water from impervious areas on the east side of the proposed bridge to the bioretention area on the west side of the proposed bridge, the current water quality design concept requires gravity storm drain lines to be carried under the bridge. Because these are gravity storm drain lines, the line will need to be hung significantly (about 9 to 10 feet) below the bridge deck standard utility hanger details will not be able to be utilized and a special utility hanger design will need to be incorporated into the bridge PS&E. The utility hanger design, PS&E modifications, and required independent quality control (QC) check to incorporate the special utility hanger for the storm drain is therefore additional scope work which was not included in the original scope of work or previous Additional Service Requests (ASRs).

Additionally, the project initially proposed to relocate the existing AT&T utility through the new bridge. With our approved structure type selection, BCA proposed to install conduits for AT&T utility in Caltrans Standard Type 80 Bridge Barriers. However, the originally proposed barriers were discontinued by Caltrans in July 2020, and were replaced with similar Type 85 barriers. The currently approved Type 85 Concrete Barriers restricts embedded utility conduits to either two 1.5-inch conduits or one 2.5-inch conduit on either side. However, during on-going coordination with AT&T, AT&T recently confirmed that they will require a minimum of two 3-inch conduits, which cannot be installed in the Type 85 Concrete Barriers per design requirements and will therefore need to be hung and carried under the bridge. Carrying the AT&T conduits beneath the bridge instead of through the barriers as initially developed in with the 65% PS&E precludes the design from using the standard barrier design details to accommodate the AT&T conduits, and will require the 65% PS&E to be updated to include utility hangers and utility opening details through the abutments. These bridge utility details, PS&E modifications and required independent quality control (QC) check to accommodate the AT&T utility design requirements was not included in the original scope of work or previous Additional Service Requests (ASRs).

The following additional Final Plans, Specifications, and Estimate development scope is proposed to incorporate the recent Bridge Design Memo (BDM 9.4) code and bridge utility design updates outlined above.

Bridge Design Memo (BDM 9.4) Code & Bridge Utility Design Updates

- a. Bridge Design Memo (BDM 9.4) Code Update
 - i. 65% PS&E Update
 - ii. Perform Independent QC Check on Design Calculations and 65% PS&E Update
- b. Bridge Utility Design Update:
 - i. 65% PS&E Update
 - ii. Perform Independent QC Check on Design Calculations and 65% PS&E Update

Additional Services to incorporate the recent Bridge Design Memo (BDM 9.4) code and bridge utility design updates are proposed to be included into the **Task 2.3_ Final Plans, Specifications, and Estimate**. [For the amount of \$24,446]



Additional Work Request No. 2
[Additional Project Management, ROE, Conceptual Engineering, Public Outreach, Alternative Alignment
Feasibility Study Update, Aquatic Resources Delineation (ARD) Report, and Regulatory Permitting Support]

PROPOSED ADDITIONAL FEES

The role of BCA is the prime and structures consultant, the role of BKF is the civil/roadway subconsultant, and the role of GPA is the environmental subconsultant. We estimate that the additional budget required to perform the extra work associated with for the Contract Amendment for Additional Work Request (ASR) No. 2 [Additional Project Management, ROE, Conceptual Engineering, Public Outreach, Alternative Alignment Feasibility Study Update, Aquatic Resources Delineation (ARD) Report, and Regulatory Permitting Support] to be summarized and broken down as follows:

➤ **Dry Creek Road Bridge (Replace) – Amendment No. 2**

	Base	Optional
o BCA (See Attachment 1 for task/hourly breakdown)	\$80,374.00	\$2,194.00
o BKF (See Attachment 2 for task/hourly breakdown)	\$16,320.00	\$0.00
o <u>GPA (See Attachment 3 for task/hourly breakdown)</u>	<u>\$24,261.00</u>	<u>\$10,001.00</u>
TOTAL \$133,150.00	=	[\$120,955.00 + \$12,195.00]

If approved, the additional budget of **\$133,150.00** for Dry Creek Road Amendment No. 2 will be added to the current Contract Agreement budget as follows.

➤ Contract Agreement (November 8, 2016)	\$775,187.00
➤ Dry Creek Road Amendment No. 1	\$371,054.00
➤ <u>Dry Creek Road Amendment No. 2</u>	<u>\$133,150.00</u>
Dry Creek Road Bridge (Replace)	\$1,279,391.00

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 on my cell phone at (408) 781-4549, or by email at roen@biggscardosa.com.

Sincerely,

BIGGS CARDOSA
ASSOCIATES, INC.



Ron Oen, PE, QSD
Principal

Enclosures:

- Attachment 1 – Additional Service Request No. 2 Fee Breakdown 11/23/21



[illegible]