

**AMENDMENT NO. 3**  
**OF**  
**NAPA COUNTY AGREEMENT NO. 170727B**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 170727B** 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”, 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. **170727B** with CONSULTANT on January 24, 2017 (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 March 22, 2022 (“Amendment No. 1”) to increase the maximum compensation amounts payable to CONTRACTOR by \$340,160 from \$707,515 to \$1,047,675 to provide additional engineering and environmental services and to extend the Agreement term; and

**WHEREAS**, the parties amended the Agreement on October 10, 2023 (“Amendment 2”) to increase the maximum compensation amounts payable to CONTRACTOR by \$105,275 from \$1,047,675 to \$1,152,950 to provide additional engineering and environmental services; and

**WHEREAS**, construction will begin in 2024, 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 \$275,212 from \$1,152,950 to \$1,428,162 to provide additional design 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.**

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibits "A" (original Agreement), "B-3" (Amendment No. 1), "B-4" (Amendment No. 2) and "B-5" (Amendment No. 3) 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 Exhibits "B", "B-3", "B-4", and "B-5", attached hereto and incorporated by reference herein, for the respective services described therein. 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 FOUR HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED SIXTY-TWO DOLLARS (\$1,428,162.00); 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-5", 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-5", 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 and its Amendment Nos. 1 and 2 shall remain in full force and effect as previously approved and amended.

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IN WITNESS WHEREOF, COUNTY and CONSULTANT have executed this Amendment No. 3 of Napa County Agreement No. 170727B as of the date first above written.

BIGGS CARDOSA & ASSOCIATES, INC

By   
MAHVASH M. HARMS, Vice President

By   
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, Deputy</p> <p>Date: <u>February 9, 2024</u></p> <p>PL No. 110147</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ 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-5"**

**COMPENSATION AND EXPENSE REIMBURSEMENT**

Mr. James Reese, PE  
Napa County Public Works  
1195 Third Street, Suite 101  
Napa, CA 94559

Subject: Chiles-Pope Valley Road Bridge Replacement at Chiles Creek, Napa County, CA  
Additional Work Request for Amendment No. 3  
[Design Support During Construction]

Dear Mr. Reese:

This additional work request is to incorporate the scope of work required to perform the Design Support During Construction task. Within this Additional Work Request, BCA proposes to incorporate TASK 4 - DESIGN SUPPORT DURING CONSTRUCTION into the contract for Chiles Pope Valley Road Bridge Replacement at Chiles Creek, as anticipated would be required per the originally executed agreement.

The County of Napa (County) contracted with Biggs Cardosa Associates, Inc. (BCA) to provide design services for the Chiles Pope Valley Road Bridge Replacement project. The project was first awarded to BCA in 2016 and the contract agreements were signed in January 2017 which excluded Task 6 - Design Support During Construction pending completion of the Design Phase. Caltrans has approved construction funding and bid documents have been issued in October 2023. Contractor bids were received and closed in mid-November 2023. The County is anticipated to award the construction project by January 2024 and anticipate to start the Construction Phase after the construction contract award in January 2024 through the duration of the construction project. The construction is anticipated to be completed in December 2024.

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
- Parikh Consultants (PARIKH) → Geotechnical Engineering

## **SCOPE OF SERVICES**

### **Design Support During Construction**

The specific tasks and effort proposed by our team for 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 one (1) in-person Pre-Construction Meeting with the selected Contractor, Construction Management (CM) team, and project stake holders.
- Participate in monthly (teleconference) construction meetings over 12-month construction phase duration. Twelve (12) monthly construction meetings are assumed. Additional construction meetings, if required, will be included as additional services.
- Participate in Construction Site Visits during construction. Two (2) construction site visits are assumed. One (1) site visit and punch walk at Substantial Completion and one (1) site visit and punch list back check and final completion inspection at Chiles Pope Bridge. Additional site visits, if required, will be included as additional services.

#### **Task 2.6.3 – 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.

#### **Task 2.6.4 – 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 thirty (30) submittals varying in complexity. 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.

#### **Task 2.6.5 – 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 thirty (30) RFIs varying in complexity. Additional RFIs will be included as additional services.

#### **Task 2.6.6 – 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). 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.

#### **Task 2.6.7 – 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 2.6.8 – 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, Bent 2, and Abutment 3) to confirm the soldier 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.

**Proposed Additional Budget**

The role of BCA is the prime and structures consultant, the role of BKF is the civil 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) for Amendment No. 3 [Design Support During Construction] to be summarized and broken down as follows:

➤ **Chiles Pope Valley Road Bridge (Replace) – Amendment No. 3**

	<b>Base Fee</b>
○ BCA (See Attachment 1 for task/hourly breakdown)	\$206,992.00
○ BKF (See Attachment 2 for task/hourly breakdown)	\$ 45,362.00
○ PARIKH (See Attachment 3 for task/hourly breakdown)	\$ 22,858.00
<b>Subtotals</b>	<b>\$275,212.00</b>

**Total Additional Proposed Budget = \$275,212.00**

If approved, the additional budget of **\$275,212.00** for Chiles Pope Valley Road Bridge Amendment No. 3 will be added to the current Contract Agreement budget as follows.

	<b>Base Fee</b>
➤ Contract Agreement budget (January 24, 2017)	\$707,515.00
➤ Chiles Pope Valley Road Bridge Amendment No. 1	\$340,160.00
➤ Chiles Pope Valley Road Bridge Amendment No. 2	\$105,275.00
➤ <u>Chiles Pope Valley Road Bridge Amendment No. 3</u>	<u>\$275,212.00</u>
<b>Subtotals</b>	<b>\$1,428,162.00</b>

**Chiles Pope Valley Road Bridge (Replace) – Total Contract Budget = \$1,428,162.00**

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@biggs-cardosa.com](mailto:roen@biggs-cardosa.com).

Enclosure:

- Attachment 1 – BCA\_ Additional Service Request (ASR) for Amend No. 3 Fee Breakdown
- Attachment 2 – BKF\_ Additional Services for Amend No. 3 Proposal dated 01/02/2024
- Attachment 3 – PARIKH\_ Additional Services for Amend No. 3 Proposal dated 01/31/2024

Sincerely,

BIGGS CARDOSA  
 ASSOCIATES, INC.



Ron Oen, PE, QSD  
 Principal







October 23, 2023  
Revised November 14, 2023  
Revised December 21, 2023  
Revised January 2, 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 02  
Chiles-Pope Valley Road Bridge Over Chiles Creek (Br. No. 21C-0075)**

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**

**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:

- Attend Pre-Construction Meeting
- Attend Site Visits (2 max)
- Attend teleconference meetings (6 max)
- Addressing Contract Change Orders (2 max)
- Respond to Construction Submittals (20 max)
- Respond to Requests for Information (30 max)
- 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
6	Design Support During Construction	\$45,362
<b>Total Labor Fee</b>		<b>\$45,362</b>

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



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

January 31, 2024  
2015-137-CON

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

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

Dear Mr. Oen:

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

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 & 3 and Bent 2). We will be on-call for the soldier pile installation for the walls. 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 & Soldier 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.



Biggs Cardosa Associates, Inc.  
 2015-137-CON (Chiles-Pope Valley Road Br.)  
 January 31, 2024  
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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	20	\$ 4,945.00
3. Senior Engineer (Observation)	\$208.59	60	\$ 12,515.00
		88	\$ 20,190.00
<b>OTHER DIRECT COSTS</b>			
1. Travel Mileage	\$0.59	1000	\$ 590.00
<b>TOTAL DIRECT COSTS</b>			<b>\$ 590.00</b>
			<b>\$ 20,780.00</b>
<b>TOTAL with 10% Contingency</b>			<b>\$ 22,858.00</b>

**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.



Biggs Cardosa Associates, Inc.  
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Very truly yours,  
PARIKH CONSULTANTS, INC.

A handwritten signature in blue ink that reads "Y. David Wang". The signature is fluid and cursive, with a prominent loop at the end of the word "Wang".

Y. David Wang, PhD, PE  
Senior Principal

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