

**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 260302B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 (“Amendment No. 1) of NAPA COUNTY AGREEMENT NO. 260302B is made and entered into as of this 28th day of July 2026, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and ADKO Engineering, Inc., a California corporation, whose business address is 140 Diamond Creek Place, Roseville, CA 95747 hereinafter referred to as “Consultant,” or “ADKO.”

RECITALS

WHEREAS, County entered into Napa County Agreement No. 260302B with Consultant on February 9, 2026 (“Agreement”), to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the 550 Wall Road Landslide Repairs Project, RDS 26-38 (“Project”); and

WHEREAS, County and Consultant now desire to amend the Agreement to increase the scope and compensation in order to provide additional biological and cultural monitoring services for the Project.

TERMS

NOW, THEREFORE, County and Consultant hereby amend the Agreement as follows:

1. Article I, subparagraph 1.1, of the Agreement is amended to read in full as follows:
 - 1.1 Scope of Services.** Consultant shall provide County those services set forth in Exhibit A attached to the Agreement as originally approved and incorporated by reference therein, and those additional services set forth in Exhibit A-1 attached to Amendment No. 1 of the Agreement. Exhibit A-1 is attached hereto and incorporated herein by this reference.
2. All other references to “Exhibit A” are amended to read “Exhibits A and A-1”.
3. Article III of the Agreement are amended to read in full as follows:
 - 3.1 Amount of Compensation.** County shall pay Consultant for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit B-1. Exhibit B-1 is attached hereto and incorporated herein by this reference.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B-1. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B-1.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed **Three Hundred Fifty-Six Thousand Seven Hundred Thirty-Nine AND 24/100 DOLLARS (\$356,739.24)**; 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.

4. All other references to "Exhibit B" in the Agreement shall be amended to read "Exhibit B-1".
5. Except as provided in paragraphs (1) through (4), above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

[Remainder of page intentionally blank. Signature page follows]

IN WITNESS WHEREOF, County and Consultant have executed this Amendment No. 1 to Napa County Agreement No. 260302B as of the date first above written.

ADKO ENGINEERING, INC.

By 
MAJDI KANAAN, President

By 
IMAN KANAAN, Chief Financial Officer

NAPA COUNTY, a political subdivision of
the State of California

By _____
AMBER MANFREE, Chair of the Board of
Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel Date: <u>July 13, 2026</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 "A-1"

SCOPE OF WORK

The Consultant will provide County with the following additional services for the 550 Wall Road Landslide Repairs Project, RDS 26-38

- Biological and Cultural Monitoring - \$30,750 + (\$4,612.50 – ADKO 15% Markup) + \$1,988.48 ADKO's time.
 - Kleinfelder will support Napa County by supplying a qualified biologist to monitor initial ground disturbance activities, construction occurring in precipitation events of 0.1 inch or more and for the subsequent 24 hours, and weekly site checks.
 - The biological monitor will provide worker environmental awareness training for the construction crew and provide up to ten (10) color copies of a brochure that describe the biology and general behavior of any sensitive species which may be in the area, how they may be encountered within the work area, and procedures to follow when they are encountered.
 - The Kleinfelder biological monitor will conduct up to ten, eight-hour days of biological monitoring during initial ground disturbance activities.
 - The Kleinfelder biological monitor will conduct up to four, eight-hour days of biological monitoring during and following a precipitation event of 0.1 inch or greater.
 - A total of 14, eight-hour days of biological monitoring are included in the cost estimate; however, the client will be charged on a time and materials basis. ADKO will be billed only for actual time and materials spent. If additional monitoring time is required, Kleinfelder will provide an updated proposal to ADKO.
 - The Kleinfelder biological monitor will conduct up to 12 weekly site visits.
 - If a special-status species is discovered on site, Kleinfelder staff have the authority to stop work and/or create an appropriate buffer zone, and the animal will be allowed to leave on its own accord. If the animal does not leave on its own, US Fish and Wildlife services and/or California Department of Fish and Wildlife will be consulted before any individual is relocated.
 - Each day monitoring is provided, Kleinfelder staff will conduct preconstruction surveys before any equipment is moved, before any ground is disturbed, or before trees or vegetation are removed to determine if special-status species are in harm's way.
 - The biological monitor will take representative photos each day services are provided and prepare a daily report which will be shared with ADKO monthly.
 - The Biological Monitor shall have authority to order the cessation of all nearby Project activities if nesting birds exhibit abnormal behavior which may cause

reproductive failure (nest abandonment and loss of eggs and/or young) until an appropriate buffer is established.

Compensation:

Consultant shall be compensated for a not-to-exceed fee of \$37,350.98 for the additional services above.

Consultant shall be compensated at the rates set forth above for the additional services for a new amount not to exceed \$356,739.24.

EXHIBIT "B-1"

COMPENSATION AND FEE SCHEDULE

ADKO Engineering Cost Proposal
550 Wall Road

ADKO Engineering Cost Proposal

ADKO Engineering, Inc.										CONSULTANTS				
		Majdi Kanaan PM	Yijin Yuan Structures Project Engineer	La Ahmad Engineering Designer	Haron Hashimi Design Engineer	INSPECTOR (ADKO)	CM	Total Hours (ADKO)	Total Net To Exceed Cost (ADKO)	(Miller Pacific)	Total Net To Exceed Cost (Albion)	Total Net To Exceed Cost (Kleinfield)	(ADKO) (15%)	Total Net To Exceed Cost
BILLING RATES		\$248.56	\$195.00	\$202.60	\$182.00	\$182.00	\$192.40							
No.	Task Description													
1	TASK 1: PROJECT MANAGEMENT AND MEETINGS	48	0	0	0	0	0	48	\$ 11,930.88					\$ 11,930.88
	1.1 Project Management	8						8	\$ 1,988.48					\$ 1,988.48
	1.2 Project Meetings and Site Visit	40						40	\$ 9,942.40					\$ 9,942.40
2	TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS	2	0	0	0	0	0	2	\$ 497.12		\$ 8,500.00		\$ 1,275.00	\$ 10,272.12
	2.1 Field Surveys and Mapping	1						1	\$ 248.56		\$ 7,000.00		\$ 1,050.00	\$ 7,248.56
	2.2 Survey Verification Construction Phase	1						1	\$ 248.56		\$ 1,500.00		\$ 225.00	\$ 1,973.56
3	TASK 3: GEOTECHNICAL	0	0	0	0	0	0	0	\$ -	\$ 42,000.00	\$ -		\$ 6,300.00	\$ 48,300.00
	3.1 Geotechnical Investigation Report with Recommendations							0	\$ -	\$ 18,500.00			\$ 2,775.00	\$ 21,275.00
	3.2 Supplemental Consultation							0	\$ -	\$ 1,500.00			\$ 225.00	\$ 1,725.00
	3.3 Construction Observation and Testing							0	\$ -	\$ 22,000.00			\$ 3,300.00	\$ 25,300.00
4	TASK 4: ENVIRONMENTAL STUDIES	40	0	0	0	0	0	16	\$ 3,955.44	\$ -	\$ -	\$ 89,500.00	\$ 13,425.00	\$ 108,880.44
	4.1 Cultural Resource Assessment and Letter Report	8						8	\$ 1,988.48			\$ 12,500.00	\$ 1,875.00	\$ 14,468.48
	4.2 Biological Resources Assessment and Letter Report	8						8	\$ 1,988.48			\$ 13,500.00	\$ 2,025.00	\$ 15,468.48
	4.3 NSO Survey and Report	8						8	\$ 1,988.48			\$ 22,500.00	\$ 3,375.00	\$ 24,468.48
	4.4 Northern Spotted Owl Protocol-Level Surveys	8						8	\$ 1,988.48			\$ 12,250.00	\$ 1,837.50	\$ 12,238.48
	4.5 Biological and Cultural Monitoring	8						8	\$ 1,988.48			\$ 10,750.00	\$ 1,612.50	\$ 17,350.88
5	TASK 5: DESIGN	54	176	324	192	0	0	756	\$ 150,879.04					\$ 150,879.04
	5.1 Design Basis Memorandum	8	8		8			24	\$ 5,004.48					\$ 5,004.48
	5.2 35% Plans and Estimate Submittal	10	40	80	40			170	\$ 35,150.00					\$ 35,150.00
	5.3 65% PS&E Submittal	10	60	160	80			310	\$ 62,528.00					\$ 62,528.00
	5.4 85% PS&E Submittal	10	40	80	40			170	\$ 35,150.00					\$ 35,150.00
	5.5 100% PS&E Submittal	8	8	24	24			64	\$ 15,783.00					\$ 15,783.00
6	TASK 6: CONSTRUCTION SUPPORT	21	21	20	28	0	0	90	\$ 26,466.76					\$ 26,466.76
	6.1 Bid Support	4	4	4	4			16	\$ 3,913.44					\$ 3,913.44
	6.2 Design Services During Construction	16	15	16	16			63	\$ 13,153.72					\$ 13,253.76
	6.3 As-Built Design Plans	1	1					2	\$ 497.12					\$ 497.12
	6.4 Resident Engineer/Structures Rep							0	\$ 0.00					\$ 0.00
TOTAL HOURS		175	197	344	220	0	0	912						
TOTAL COST		\$ 43,438.00	\$ 38,415.00	\$ 69,763.20	\$ 40,040.00	\$ -	\$ -		\$ 195,739.24	\$ 42,000.00	\$ 8,500.00	\$ 89,500.00	\$ 21,000.00	\$ 356,739.24