

AMENDMENT NO. 2
OF NAPA COUNTY AGREEMENT NO. 240283B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 of NAPA COUNTY AGREEMENT NO. 240283B is made and entered into as of this _____ day of _____, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” or “LOCAL AGENCY”, and Bureau Veritas, a California corporation, whose mailing address is 1451 River Park Dr. Suite 220, Sacramento CA 95815, hereinafter referred to as “CONTRACTOR” or “CONSULTANT.”

RECITALS

WHEREAS, on February 27, 2024, COUNTY entered into Napa County Agreement No. 240283B with CONSULTANT (the “Agreement”) for \$895,773.40 per fiscal year to obtain specialized services, as authorized by Government Code section 31000, in order to provide construction management, material testing and inspection services in support of the Chiles Pope Bridge construction in Napa County; and

WHEREAS, on April 8, 2025, COUNTY and CONTRACTOR entered into Amendment No. 1 to increase the compensation under the Agreement to \$1,205,925.40 for additional construction management services;

WHEREAS, additional construction management and project closeout support services are required due to unresolved contractor claims, final project documentation, Caltrans reimbursement coordination, and project closeout activities; and

WHEREAS, the parties now desire to amend the Agreement to increase the maximum compensation amount payable to CONTRACTOR by \$25,000 for a new total not-to-exceed amount of \$1,230,925.40.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR 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 Exhibits “B” (original Agreement), “C” (Amendment No. 1), and “D” 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,” “C,” and “D,” attached hereto and incorporated by reference herein, for the respective services described therein. The consideration 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 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 THIRTY THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS AND FORTY CENTS (\$1,230,925.40); provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. Each task set forth in Exhibits “B,” “C,” and “D,” 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 “D”, attached hereto, is hereby added to and incorporated into the Agreement.
- 5. Except as provided above, all other provisions of the Agreement and prior amendments shall remain in full force and effect.

[Remainder of page intentionally left blank; signature page follows.]

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IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

Bureau Veritas North America, Inc.

By 

Steven McMahon, Chief Executive Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
AMBER MANFREE, Chair
Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel Date: <u>May 22, 2026</u> FV Project ID: <u>13115667</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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May 17, 2026

James Reese, Project Manager
Napa County, CA

Exhibit D

1195 Third Street, Room 101
Napa, CA 94559

**Chiles Pope Valley Road Bridge Replacement Project, RDS 15-23
Federal Aid Project No. BRLS-5921(074)**

Subject: Request for Amendment – Task 3, Supplement 2

Dear Mr. James Reese,

BVNA is pleased to submit this request for Task 3, Supplemental 2 associated with the Chiles Pope Valley Road Bridge Replacement Project for additional Construction Management and Office Engineering support services required during project closeout and contractor claim settlement efforts.

As previously discussed, the originally authorized CM budget was exhausted due to the extended level of effort required to support contractor claim review, settlement coordination, balancing change order reconciliation, and final contract closeout activities associated with the Gordon N. Ball, Inc. claim resolution process.

This supplemental effort was required to assist Napa County with project administration, contractor coordination, supporting documentation review, final quantity reconciliation, and federal contract compliance documentation associated with project closeout and settlement implementation.

SCOPE OF SERVICES

- Review and coordination associated with contractor claim documentation, settlement support materials, supporting correspondence, and associated backup documentation related to contractor Notice of Potential Claims and claim settlement efforts.
- Office engineering and construction management support associated with preparation, reconciliation, coordination, and processing of Change Order No. 10 and Change Order No. 11 related to negotiated contractor claim settlement agreements.
- Preparation, review, reconciliation, and coordination of final contract quantities and supporting documentation associated with Change Order No. 12 – Balancing Change Order for final contract reconciliation and project closeout.
- Preparation and coordination support associated with Change Order No. 13 to incorporate FHWA-1273 federal contract requirements into the fully executed construction contract through a no-cost/no-time extension contract change order.
- Coordination with Napa County staff, contractor representatives, and supporting personnel regarding claim settlement implementation, balancing quantities, project documentation, and final contract closeout activities.
- Office engineering, labor compliance, and project closeout support services associated with final documentation review, payment reconciliation, contractor coordination, and supporting exhibits required for amendment processing and project completion.

The purpose of this supplemental effort was to assist Napa County in successfully resolving and closing out outstanding contractor claim matters and final contract administration activities in accordance with applicable contract requirements, Caltrans Local Assistance requirements, and federal-aid documentation procedures.



SCHEDULE

Work associated with this supplemental effort was initiated approximately August 2025 and is anticipated to be fully completed no later than the end of 2025 in support of contractor claim settlement coordination, balancing change order reconciliation, FHWA contract compliance documentation, and final project closeout activities.

STAFFING

The following BVNA personnel provided support services associated with this supplemental effort:

- Mengxing Li – Office Engineer / Inspector
- Cheryl Brown – Labor Compliance Support
- Khanh (Chuck) Tran, PE – Resident Engineer Oversight

ESTIMATED COST

The estimated total cost for Task 3, Supplemental 2 is approximately **\$24,956.35**, as shown in the attached Exhibit 10-H1 Cost Proposal and supporting backup documentation.

Thank you for the opportunity to continue supporting Napa County on the Chiles Pope Valley Road Bridge Replacement Project. Please contact us if you have any questions or require any additional information.

Sincerely,

Jeffrey Haw, PE
Program Manager
Cc: Graham Wadsworth, Steven McMahon, Ted Han

TASK No. 3 Supplemental 2

5/18/2026

Napa County Public Works Department

PRIME LABOR		Claims Support Contingency Period										Total Person-Month
Year												
Personnel	Task	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Working Days												
BYNA	Khanh (Chuck) Tran, PE	Resident Engineer / Str Rep					8	8	4			20
	Jim Adiar, PE	ARE/Inspector										0
	Mengxing Li	ME/Inspector/Office Engineer					48	32	16			96
	Cheryl Brown	Labor Compliance					8	8	8			24
	Henry Kirzhner, PE	Claims Support										0
												0
												0
												0
												0
												0
WRA											0	
Unico	Josh Williams	Inspector										0
												0
ISI	Materials Technician	Materials Testing Road and Bridge										0
Full Time Equivalent Field and Support Personnel		0	0	0	0	64	48	28	0	0	140	
		140									140	

ck

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

CM Services

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant **2nd Tier Subconsultant**

Consultant **BVNA**

Project No. **Napa County - Chiles Pope Valley Road Bridge** Contract No. **21C0075, RDS 15-23** Date **5/17/2026**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
PM - RE/SR	Chuck Tran, PE	20	\$110.59	\$2,211.80
ARE/ Inspector	Jim Adiar, PE	0	\$97.34	\$0.00
Office Engineer/Inspector	Mengxing Li	96	\$67.53	\$6,482.98
OE / Labor Compliance	Cheryl Brown	24	\$39.59	\$950.16
Claims Support	Henry Kirzhner, PE	0	\$127.93	\$0.00

LABOR COSTS	Total Hours	140	
a) Subtotal Direct Labor Costs			\$9,644.94
b) Anticipated Overtime			\$0.00
c) Anticipated Salary Increases (see page 2 for calculation)			\$0.00
d) TOTAL DIRECT LABOR COSTS [(a) + (b)+(c)]			\$9,644.94

INDIRECT COSTS

d) Fringe Benefits	(Rate: _____)	e) Total Fringe Benefits [(c) x (d)]	\$0.00
f) Overhead	(Rate: <u>138.48%</u>)	g) Overhead [(c) x (f)]	\$13,356.31
h) General and Administrative	(Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]			\$13,356.31
FIXED FEE	(Rate: <u>8.50%</u>)	k) TOTAL FIXED FEE [(e) + (j)] x (q)]	\$1,955.11

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Vendors				
Mileage (Included)	Included			\$ -
Per Diem	0	Months	\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS \$0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	
Subconsultant 2:	
Subconsultant 3:	
Subconsultant 4:	
Subconsultant 5:	

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$0.00

TOTAL COST [(c) + (j) + (k) + (n)] \$24,956.35

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant BVNA Contract No. 21C0075, RDS 15-23 Date 5/17/2026

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	2.5 Year Contract Duration
\$9,644.94	140		\$68.89	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$68.89	+	3.5%	=	\$71.30	Year 2 Avg Hourly Rate
Year 2	\$71.30	+	3.5%	=	\$73.80	Year 3 Avg Hourly Rate
Year 3	\$73.80	+	3.5%	=	\$76.38	Year 4 Avg Hourly Rate
Year 4	\$76.38	+	3.5%	=	\$79.06	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	140.0	=	140.0	Estimated Hours Year 1
Year 2	0.00%	*	140.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	140.0	=	0.0	Estimated Hours Year 3
Year 4		*	140.0	=	0.0	Estimated Hours Year 4
Total	100%		Total	=	140.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$68.89	*	140	=	\$9,644.94	Estimated Hours Year 1
Year 2	\$71.30	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$73.80	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$76.38	*	0	=	\$0.00	Estimated Hours Year 4
	Total Direct Labor Cost with Escalation			=	\$9,644.94	
	Direct Labor Subtotal before Escalation			=	\$9,644.94	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

Exhibit 10-H1 Cost Proposal Page 3 of 3

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jeffrey Haw, PE Title *: Program Manager

Signature :  Date of Certification (mm/dd/yyyy) 5/17/2026

Email: jeffrey.haw@bureauveritas.com Phone Number: 510-882-9974

Address: 887 Island Drive Suite 220-D Alameda CA 94502

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

CM Services
