

AMENDMENT NO. 5
OF NAPA COUNTY AGREEMENT NO. 230084B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 5 of NAPA COUNTY AGREEMENT NO. 230084B ("Amendment No. 5") is made and entered into on the 22nd day of July, 2025, 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 mailing address is 140 Diamond Creek Place, Roseville, CA 95747, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on August 9, 2022, COUNTY entered into Napa County Agreement No. 230084B with CONTRACTOR (the "Agreement") for \$297,645.02 to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the Chiles Pope Valley Road MPM 3.63, Chiles Pope Bridge Replacement, and Silverado Trail at Bell Canyon Creek Bridge Project, hereinafter referred to as "the Project;" and

WHEREAS, on January 24, 2023, the parties entered into an amendment to the Agreement ("Amendment No. 1") to increase the total compensation by \$19,954.71 for additional engineering design and support services for the Chiles Pope Valley Road MPM 3.63 portion of the Project; and

WHEREAS, on November 7, 2023, the parties entered into an amendment to the Agreement ("Amendment No. 2") to increase the total compensation by \$26,510.00 for additional engineering design and support services for the Chiles Pope Valley Road MPM 3.63 portion of the Project; and

WHEREAS, on April 23, 2024, the parties entered into an amendment to the Agreement ("Amendment No. 3") to increase the total compensation by \$28,696.00 for additional engineering design and support services for the Silverado Trail at Bell Canyon Creek Bridge portion of the Project; and

WHEREAS, on July 1, 2024, the parties entered into an amendment to the Agreement ("Amendment No. 4") to expand the scope of services and to increase the total compensation under the Agreement by \$215,975 for additional engineering design and support services for the Silverado Trail at Bell Canyon Creek Bridge and Chiles Pope Valley Road MPM 3.63 portions of the Project.

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to expand the scope of services and to increase the total compensation under the Agreement by \$35,000 for additional surveying and environmental design and support services for the Chiles Pope Valley Road MPM 3.63 portion of the Project.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Paragraph 2 of the Agreement is amended to read in full as follows:

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A" attached to the Agreement as originally approved, those additional services set forth in Exhibit "A-1," attached to Amendment No. 1 of the Agreement, those additional services set forth in Exhibit "A-2," attached to Amendment No. 2, those additional services set forth in Exhibit "A-3," attached to Amendment No. 3, those additional services set forth in Exhibit "A-4," attached to Amendment No. 4, and those additional services set forth in Exhibit "A-5," attached to this Amendment No. 5, said Exhibits being incorporated herein by this reference.

2. Paragraph 3 of the Agreement is amended to read in full as follows:

Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work in the Agreement and Amendment Nos. 1, 2, 3, and 4 COUNTY shall pay CONTRACTOR at the rates set forth in Exhibits "B," "B-1," "B-2," "B-3," and "B-4" respectively. Said Exhibits are incorporated by reference herein. CONTRACTOR shall complete the promised work as set forth in this Amendment No. 5 within the funding parameters set forth in Exhibit "B-5." Said Exhibit is attached hereto and incorporated by reference herein.


(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be SIX HUNDRED TWENTY THREE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND SEVENTY THREE CENTS (\$623,780.73); 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. The actual payments made under this Agreement for the work in Exhibit "A," "A-1," "A-2," "A-3," and "A-4" shall also not exceed the per task maximum amounts set forth in Exhibits "B," "B-1," "B-2," "B-3," and "B-4," respectively, and the actual payments for the work in Exhibit "A-5" shall not exceed the per task maximum amounts set forth in Exhibit "B-5," unless prior written consent to exceed a maximum amount for a specific task has been authorized in writing by the Director of Public Works or designee. Any approval by the Director of Public Works or their designee to exceed per task maximum shall not alter the maximum payment due under this Agreement as set forth in the first sentence of this subparagraph.

3. Except as provided in Paragraphs 1-2, above, all other provisions of the Agreement as amended by Amendment Nos. 1-4 shall remain in full force and effect as approved previously.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 5 to Napa County Agreement No. 230084B effective as of July 22, 2025.

ADKO ENGINEERING INC.

By 
MAJDI KANAAN, President

By 
IMAN KANAAN, Chief Financial Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, 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>July 7, 2025</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-5”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following additional services for the following portion of the Project:

- Chiles Pope Valley Road MPM 3.63

Amendment No. 5 increases the Level of Effort for the following tasks:

TASK 2: ENVIRONMENTAL (NOT TO EXCEED - \$4,070.00)

Task 2.3: Additional Construction Survey

The Construction Contractor, under the request for information (RFI) number 3, requested delineation of the County’s right-of-way and centerline staking. Albion Surveys, who provided the topographic survey for the project plans, will provide right-of-way staking, roadway centerline stationing at 50-foot intervals, and will establish vertical control elevation points, to ensure the construction work is built per the County approved Plans.

TASK 5: ENVIRONMENTAL (NOT TO EXCEED - \$30,930.00)

Task 5.1: Pre-Construction Surveys

As required by the California Department of Fish and Wildlife (CDFW), if water is flowing in Chiles Creek at the onset of construction activities, the Contractor will be required to develop a Dewatering, Capture, and Relocation Plan before beginning in-water work. Per CDFW requirements, an aquatic species study is required to develop a project-specific Capture and Relocation Plan. Kleinfelder will provide CDFW-approved biologists to undergo the Aquatic Species Study in compliance with the CDFW permit requirement. Kleinfelder will also provide supplemental support to assist in the development and implementation of the Dewatering, Capture, and Relocation Plan and fish rescue during the Dewatering activities.

CDFW also requires California Red and Yellow-Legged Frog Surveys and Western Pond Turtle Surveys as part of the pre-construction survey requirements. During the pre-construction survey, Yellow-Legged Frogs and the habitat for both Yellow and Red-Legged Frogs were observed. In accordance with the CDFW permit, a Habitat Restoration Plan is required for the Yellow-Legged Frogs. The Western Pond Turtle Survey will take place 48 hours before construction commences, and if this species is located, a Turtle Habitat Restoration Plan will need to be developed and implemented for the project. Kleinfelder will provide the Yellow-Legged Frog Habitat Restoration Plan and assist the Contractor with implementing this plan; additionally, were Western Pond Turtles to be observed on-site, Kleinfelder will also provide a Western Pond Turtle Habitat Restoration Plan in accordance with the CDFW permit requirements.

Exhibit “B-5”
COMPENSATION AND EXPENSE REIMBURSEMENT

Chiles Pope Valley Road MPM 3.63

	ADKO Engineering, Inc.									CONSULTANTS			
		Majdi Kanaan PM	Haroon Hashimi Structures Project Engineer	Yijin Yuan Design Engineer	INSPECTOR (ADKO)	CM	Total Hours (ADKO)	Total Not To Exceed Cost (ADKO)	Total Not To Exceed (Albion)	Total Not To Exceed (Kleinfelder)	(ADKO) 10%	Reimbursable Allowance	Total Not To Exceed Cost
	BILLING RATES	\$243.61	\$170.00	\$175.00	\$160.00	\$160.00							
No.	Task Description												
5	TASK 2: Additional Survey	0	0	0	0	0	0	\$ -	\$ 3,700.00	\$ -	\$ 370.00		\$ 4,070.00
	2.3 Construction Survey								\$ 3,700.00		\$ 370.00		\$ 4,070.00
5	TASK 5: ENVIRONMENTAL STUDIES	0	0	0	0	0	0	\$ -	\$ -	\$ 28,118.18	\$ 2,811.82		\$ 30,930.00
	5.1 Pre-Construction Surveys									\$ 28,118.18	\$ 2,811.82		\$ 30,930.00
													\$ -
	TOTAL HOURS	0	0	0	0	0	0						
	TOTAL COST	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 3,700.00	\$ 28,118.18	\$ 3,181.82	\$ -	\$ 35,000.00