AMENDMENT NO. 1

OF NAPA COUNTY AGREEMENT NO. 250322B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1	of NAPA COUNTY.	AGREEMENT NO. 250322B is
made and entered into as of this	day of	, 2025, by and between
NAPA COUNTY, a political subdivis	ion of the State of Cali	fornia, hereinafter referred to as
"COUNTY", and ADKO ENGINEER	UNG, INC., a Californ	ia corporation, whose mailing
address is 140 Diamond Creek Place,	Roseville CA 95747, h	ereinafter referred to as
"CONTRACTOR";		

RECITALS

WHEREAS, on February 25, 2025, COUNTY entered into Napa County Agreement No. 250322B with CONTRACTOR (the "Agreement") for \$261,333 to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the Mt. Veeder Road Mile Post Marker (MPM) 5.2 Project, hereinafter referred to as "the Project"; and

WHEREAS, additional storms in February of 2025 caused additional damage on Mount Veeder and expanded the repair area for a continuous repair from MPM 5.2 to 5.25; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to by removing and replacing Exhibits A and B in their entirety to expand the scope of services to include additional engineering design and support services for the Project and to increase the total compensation under the Agreement by \$252,400 for a revised not to exceed amount of \$513,733.

TERMS

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

- 1. Exhibit "A" (As Revised by Amendment 1) is attached hereto and incorporated by reference herein.
- 2. Exhibit "B" (As Revised by Amendment 1) is attached hereto and incorporated by reference herein.
- 3. Paragraph 1.1 of the Agreement is amended to read in full as follows:
 - **1.1 Scope of Services.** Consultant shall provide professional services to County as described in Exhibit A (As Revised by Amendment 1) to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this

Agreement and its Exhibits, the Request for Proposals or Qualifications issued by County (if any), and Consultant's proposal or statement of qualifications.

- 4. Paragraph 1.2 of the Agreement is amended to read in full as follows:
 - **1.2 Schedule.** Consultant shall perform and complete the scope of services in accordance with the schedules set forth in Exhibit A (As Revised by Amendment 1). Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A (As Revised by Amendment 1).
- 5. Paragraph 3.1 of the Agreement is 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 (As Revised by Amendment 1).
 - **3.1.2 Expenses.** Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B (As Revised by Amendment 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 (As Revised by Amendment 1).
 - **3.1.3 Maximum Amount.** Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed five hundred thirteen thousand seven hundred thirty-three dollars and zero cents (\$513,733.00); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.
- 6. Subparagraph 3.2.1 of the Agreement is amended to read in full as follows:
 - 3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement, Exhibit B (As Revised by Amendment 1) provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B (As Revised by Exhibit 1), which will allow Consultant to be paid the equivalent percentage of the fixed price.

- 7. Subparagraph 9.4.3 of the Agreement is amended to read as follows:
 - **9.4.3** Exhibits A (As Revised by Amendment 1) and B (As Revised by Amendment 1) to this Agreement.
- 8. Except as provided in Paragraphs 1 7, above, all other provisions of the Agreement shall remain in full force and effect as approved previously.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to Napa County Agreement No. 250322B as of the date first written above.

ADKO ENGINEERING INC.
By MAJDI KANAAN, President
By Man (MAN KANAAN, Chief Financial Officer
IMAN KANAAN, Chief Financial Officer
"CONTRACTOR"
NAPA COUNTY, a political subdivision of the State of California
ByANNE COTTRELL, Chair Board of Supervisors
"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel	Date:Processed By:	By:
Date: April 15, 2025	Deputy Clerk of the Board	

EXHIBIT A (As Revised by Amendment 1)

SCOPE OF SERVICES

PROJECT UNDERSTANDING

A storm event that started in November of 2024 caused significant damage to Mt. Veeder Road MPM 5.2, which is located in the unincorporated Napa County. Following this heavy rainfall in late November, the fill shoulder at the edge of pavement collapsed so a near vertical, +/- 15-foot-high slope exists at the edge of travel lane. Mt. Veeder Road MPM 5.2 sustained road and bank failure consisting of downslope failure on the (northern) side of the roadway, where a portion of the road slid down the hillside threatening the remaining portions of the road. The slide is approximately 79 feet long and 16 feet wide. Mt. Veeder Road MPM 5.2 sustained slope creep from the heavy rain damaging the roadway approximately 96 feet by 12 feet. Napa County Roads Department closed about 100 feet of travel lane where the failure occurred but no damage to the paved surface (ie. cracking or other deformation) had been observed as recently as mid-December. A new series of storms arrived in the early part of February that immediately caused a similar slide near MPM 5.25 and distress cracks in the 75 feet of roadway between MPM 5.2 and 5.25. A design for a continuous repair between the start of the first slide and end of the second slide is needed.

ADKO Engineering has reviewed available project information and will coordinate with the client to obtain any additional data required for the design development. The following is ADKO's initial evaluation:

Due to the very steep downslope terrain, a +/- 16 foot high concrete wall supported on drilled piers with tiebacks in the deepest areas will be the preferred repair alternative so that a travel lane may remain open during construction. The recommended wall type is a 300 foot +/- long tieback wall that ranges in height from 16 feet deep to 4 foot deep. A shotcrete facing with tieback design to be included in the bid package will be needed to shore the site so that one lane can remain open during construction. In addition to the geotechnical services, topographic survey, environmental review and structural/civil design will also be needed. Filling and repaving the roadway will be required to restore the asphalt surface and pre-slide drainage patterns.

The above design solution will be further evaluated in the design phase of the projects and the most feasible, constructible, and cost-effective design solution will be proposed to the County in the 35% design development phase. ADKO will work closely with COUNTY to determine the best repair type considering the environmental impacts.

Design of the repair will utilize Napa County, Caltrans Standards, and other appropriate

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standards and guidance documents. Design will be based on geotechnical recommendations and other engineering studies and evaluations. Existing or pre-damaged roadway widths, stripping, and pavement section will be maintained unless geotechnical and engineering studies recommend otherwise. Safety and drainage features will be incorporated as appropriate.

CONTRACTOR will work closely with the County project manager to manage both budget, quality and schedule.

SCOPE OF WORK

CONTRACTOR shall provide the following services for the project.

TASK 1: PROJECT MANAGEMENT (\$15,296)

Task 1.1 - Project Management activities will include:

- Project administration, coordination with subconsultants, county and other stakeholders
- Attend meetings and prepare meeting minutes, and action items
- Prepare progress schedule and monitor schedule
- Manage project budget and prepare monthly invoices

Task 1.2: Project Meetings and Site Visit

CONTRACTOR's team will participate in design development meetings and resolve technical issues as they arise and review project status and budget. A minimum of four design development meetings are proposed. CONTRACTOR will attend conference calls to receive and respond to review comments. One site visit is anticipated for the project.

Deliverables

- Meeting Minutes
- Schedules
- Site Visit

TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS (\$16,343)

Task 2.1: Field Survey and Mapping

Albion Surveys will provide the necessary project control and topographic surveys of the

entire site. The topographic surveys will cover the project limits as determined by the design consultants as well as the areas described in the Damage Assessment and Recommendation Report for each site. In addition, field reconnaissance and surveys for existing controlling monuments of record will be performed to assist in the placement of record right of way and ownership information onto the surveys. All field surveying activities will be overseen by Jon Webb, PLS, including planning, methodology and equipment. All office surveying activities will be overseen by Jon Webb, PLS, including data reduction, terrain modeling, boundary analysis and quality control. Albion assumes any right of entry or encroachment permits will be provided by others. Specific services for these projects would be as follows:

- Records research related to property boundaries, control and benchmarks.
- Prepare field survey plan and the necessary search coordinates for boundary and right of way information.
- Establish project control by GPS data logging and processing through the NGS OPUS web interface to obtain CCS83, Zone 2 horizontal control and NAVD 88 vertical control.
- Set a minimum of two permanent control points at each site which would be suitable for future construction uses.
- Tie existing controlling monuments found during field reconnaissance.
- Topographic field surveys to gather spot elevations sufficient for a design level topographic survey, including all grade breaks, high/low points and other features necessary to develop a proper terrain model.
- Field surveys to locate the existing improvements at the project site, visible surface
 utility features, such as manholes, valve boxes, utility poles, etc., existing trees,
 driveways, fences and other improvements that may be present within the project limits
 developed for each site. All accessible manholes and drain inlets will be investigated
 and pipe sizes and depths recorded.
- Office analysis of the field data to reconcile the record data with the evidence found in the field.
- Develop a digital terrain model of each site and process 1' contours across both.
- Prepare a 1"= 20" topographic survey exhibit for each site. Each exhibit will also include the existing right of way and ownership information available, the location of the project control
 and Information related to the horizontal and vertical datum's used.
- Prepare legal description and exhibit plat for Temporary Construction Easements

Task 2.2: Survey Verification Construction Phase

Albion Surveys will perform construction survey verification of the contractor's layout.

Deliverables:

- Digitally signed pdf copy of each survey site.
- AutoCAD drawing files of each site
- Copies of field notes and photos taken during our field survey efforts.
- Plats and legal descriptions (not at this site)
- Survey verification memorandum

TASK 3: GEOTECHNICAL (\$68,200.00)

CONTRACTOR will provide geotechnical services and develop geotechnical recommendations for the project. The recommendations will be used by the design team to develop the design recommendations and prepare the construction plans and technical specifications for the project.

Task 3.1: Geotechnical Investigation Report with Design Recommendations

Based on existing conditions and drill rig access, we propose exploratory borings in vicinity of the damaged portion of roadway/slide area. Due to low overhead wires, our borings will be performed with a low mast height, track-mounted drill rig and will likely include two borings excavated to approximately 30-ft below ground surface or refusal in hard rock. We will sample frequently and retain samples for laboratory testing. Water levels will be measured and the borings will be backfilled prior to leaving the site. We will prepare a site plan along with borings logs/laboratory test results for transmittal to the project team. Based on the findings from our drilling, we will consult with the project design team to select a "preferred" repair alternative, which might include shifting the road to the west and trimming the uphill slope but more likely the tall, tied-back retaining wall option. We will prepare a Geotechnical Investigation Report with recommendations for the preferred wall type along with backfill criteria and shoulder reconstruction. Our report will also include subsurface drainage recommendations, minimum wall length and height along with figures and other supporting documentation.

Task 3.2: Supplemental Consultation

We will consult with the project consultants and County Staff as plans are being prepared and

we will review plans to offer an opinion on whether they conform to our recommendations.

Task 3.3: Construction Observation and Testing

During construction, we should be present intermittently to observe and test the geotechnical portions of the work in order to verify conditions are as anticipated and that the Contractor's workmanship is in general conformance to the project plans and specifications. Items to be observed include foundation excavation and concrete placement (if a conventional wall is selected) or geogrid for a block wall, wall drainage and backfill placement and compaction along with other items, depending on final design and roles of other consultants.

Deliverables:

- Geotechnical Borings
- Geotechnical Report
- Supplemental Consultation Memorandum
- Construction Observation and Testing report

TASK 4: ENVIRONMENTAL STUDIES (\$62,408)

Task 4.1: Update to Biological Resources Assessment and Letter Report

This task is comprised of an updated and revised desktop evaluation of terrestrial wildlife and plant species and habitats previously prepared for similar work assessed at MPM 5.1 An updated query of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB), the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) Planning Tool, and the California Native Plant Society (CNPS) Rare Plant Inventory will be performed and compared to prior results for the query based on MPM 5.1 to identify if any additional species or newly-listed species are recorded.

The results of the updated database query will be presented in a brief letter report, or as an addendum to the report for MPM 5.1, as preferred by the County.

Task 4.2: Update to Cultural Resources Assessment and Letter Report

Kleinfelder will conduct a pedestrian survey of the work location and will compare those results to the Northwest Information Center (NWIC) records previously obtained for MPM 5.1, which includes the extent of the MPM 5.2 to 5.25 work site.

A letter report will describe the results of the background research, cultural context, records search and survey results, and any management recommendations.

Assumptions:

A map depicting the limits of ground disturbance with depth of ground

disturbance per construction activity will be provided at notice to proceed (NTP).

- No Native American consultation support is included.
- No in-person meetings are required for archaeological or tribal cultural resources.
- No new records will be obtained from NWIC.
- This scope assumes no cultural resource will require recordation or updates. If cultural resources are encountered or if the project has the potential to impact a cultural resource, additional cultural resources technical studies may be required, and a scope/budget augment prepared.
- Does not include completion or implementation of any proposed or required mitigation measures (e.g., additional documentation of historic structure).
- The final approved report will be submitted to the NWIC.
- One electronic version of the Archaeological Assessment Report will be provided within approximately 6 weeks of NTP. Kleinfelder will respond to one round of comments (4 hours maximum) and provide a final electronic version of the report.

Task 4.3: Northern Spotted Owl Protocol-Level Surveys (Optional but likely)

A team of two qualified Kleinfelder biologists will conduct protocol-level surveys for NSO within an approximate 0.25-mile buffer around the project area that contains suitable habitat for NSO. Up to 100 acres will be included in the buffer area. The survey procedure will follow guidance from the U.S. Fish and Wildlife Service (USFWS) Protocol for Surveying Proposed Management Activities That May Impact Northern Spotted Owls (2012) and will consist of performing six nighttime spot calling surveys at established calling stations. Surveys will be performed at least seven days apart, and at least three of the complete visits will be conducted before 30 June; this includes at least one visit in April, one in May and one in June. A digital wildlife caller will be used and NSO recordings will be played for the duration of approximately 3-4 complete calls, then 1-2 minutes will be spent listening at each station before playing another set of calls. This cycle will be repeated for approximately 10-15 minutes at each station, or until a NSO responds. Surveys will not be performed during periods of inclement weather (e.g., rain, heavy fog, or high winds), or in areas near streams where there is potential for noise interference with NSO calls. This task assumes Napa County will coordinate access to private property within the buffer area as necessary and will make landowner notifications prior to the surveys.

During each survey, datasheets will be utilized to record information regarding survey time,

location, weather, presence of other raptors, compass bearing and approximate distance to NSO, time of first response, age of NSO (if known), status (resident single, individual, or pair, and if there is an active nest), and type of detection (audible or visual). Each NSO estimated location will be recorded with a GPS device and depicted on an appropriately scaled map.

Should a NSO detection occur during any of the nighttime calling surveys, this task includes one daytime follow-up survey to determine the status of the detected NSO. No additional daytime follow-up surveys are included, as Kleinfelder will assume surveys are complete and the project area is occupied if a NSO is detected. Should there be a gap between project initiation/construction and the start of the NSO nesting season, this task includes up to three spot check surveys, to be performed using the U.S. Fish and Wildlife Service (USFWS) Protocol for Surveying Proposed Management Activities That May Impact Northern Spotted Owls (2012). A summary memo for each spot check survey is included in this task. The results of the surveys will be documented in an email to the client and Napa County within 48 hours after completion. A memo will be prepared at the conclusion of the surveys that will describe the site location, times and dates of the surveys, weather observations, methods, and results of the surveys. Any active nests will be recorded by the qualified biologist and depicted on a field map for documentation. This task includes up to 12 total hours of time for coordination with the client and Napa County, coordination with CDFW regarding the results of the protocol-level surveys, and response to any comments from CDFW on the summary memo. Per diem and IRS mileage at the standard federal 2024 GSA rate is included in this task.

TASK 5: DESIGN (\$308,078)

Task 5.1: Design Basis Memorandum

The CONTRACTOR Team will develop the Design Basis Memorandum which will investigate and discuss design and construction issues such as: any required temporary construction easement and right of entry, utility coordination.

Deliverables:

Design Basis Memorandum (.dwg, .xcl, .doc and PDF as applicable)

Task 5.2: 35% Plans and Estimate Submittal

The CONTRACTOR team will prepare 35% preliminary plans and estimates for roadway design and retaining wall. The CONTRACTOR Team will follow 2018 Caltrans and County specifications wherever possible. CONTRACTOR will be responsible for retaining wall design plans, specifications, and estimate. This effort will include addressing all of the County's comments on the 35% PS&E package.

Task 5.3: 65% PS&E Submittal

The CONTRACTOR team will prepare 65% plans, specifications, and estimates for roadway design, retaining wall, drainage improvements, grading, paving, temporary water pollution control, permanent erosion control and any permit requirement design elements. The CONTRACTOR Team will follow 2018 Caltrans and County specifications wherever possible. CONTRACTOR will be responsible for retaining wall design plans, specifications, and estimate. This effort will include addressing all of the County's comments on the 35% PS&E package.

Deliverables:

■ 65% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

Task 5.4 95%: PS&E Submittal

The CONTRACTOR Team will refine the 65% PS&E and generate the 95% design PS&E by addressing all of the County's comments on the 65% PS&E package.

Deliverables:

95% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

Task 5.5: 100% PS&E Submittal

The CONTRACTOR Team will work with the County to issue a bid set of the PS&E documents. It is anticipated that the County will take the technical specifications and combine with the County prepared front-end specifications to complete the bid package.

Deliverables:

Issued for Bid Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

TASK 6: CONSTRUCTION SUPPORT (\$43,408)

Task 6.1: Bid support

CONTRACTOR team will provide ongoing support to assist in responding to comments and inquiries, which includes the following tasks:

Attend Pre-bid and Pre-construction Meetings.

Respond to Bid Inquiries

Task 6.2: Design Services during Construction

CONTRACTOR team as will provide the following services:

- Review Appropriate Construction Submittals
- Answer questions and address issues that may arise during construction (RFIs & CCOs)
- Perform close-out inspection and help County develop close-out punch list for Contractor
- Provide construction certification of completion

Deliverables:

- Approved submittals
- Respond to RFI
- Change order recommendations.
- Construction close-out punch list and construction certification of completion (PDF)

Task 6.3: As-Built Design Plans

Following completion of construction, the County Construction Contractor will provide redline markups of the design plans. The CONTRACTOR team will incorporate the redlines into the CAD Files, clouding any changes made in construction, and submit them as final As-Built Plans.

Deliverables:

Final As-Built Plans (DWG and PDF)

Task 6.4: Resident Engineer/Structures Rep

CONTRACTOR team will provide a resident engineer during construction. The resident engineer will prepare weekly resident engineer's report and work closely with the construction engineer and design team to ensure the project is constructed in compliance with the contract documents and schedule. The resident engineer will attend construction progress meetings and prepare meeting minutes and track RFI, submittals and change orders, etc.

Assumptions

This Project will be designed to Caltrans 2018 Standard Plans and Specifications.

- County will obtain Encroachment Permit to cover the CONTRACTOR Team.
- The County will provide the right-of-way width information.
- County staff will prepare the Board Letters, advertise to the Project to bidders, open bids, and coordinate with affected property owners/ stakeholders.

Exhibit "B" (As Revised by Amendment 1)

RATES

ADKO Engineering Cost Proposal

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		BILLING RATES	No. Task Description	TASK 1: PROJECT MANAGEMENT AND MEETINGS	1.1 Project Management	1.2 Project Meetings and Site Visit	TASK 2. DEPENDEN SURVEYS AND PREPARE BASE PLANS	2 1 Field Surveys and Mannan	2.2 Survey Varification Construction Phase	TASK 3: GEOTECHNICAL	2.1 Gantachnical Ronnos	3.2 Geotechnical Durestication Report with Recommendations	3.3 Supolemental Consultation	3.4 Construction Observation and Testino	TASK A: ENVIRONMENTAL STUDIES	A Chiefata to Biological Baseuma Accessment and Letter Renort	4.9 Indate to Cultural Percurees Assessment and Letter Report	4.3 Northern Scotlad Owl Prolocol Lavel Surveys	A TASK 6: DESIGN	T	5.2.35% Plans and Estimate Submittal	5.3 65%, PS&E Submittel	5.4 95% PS&E Submittel	5.5 100% PS&E Submittal	TASK 6: CONSTRUCTION SUPPORT	6.1 Bid Support	6.2 Design Services Dunha Construction	6.3 As-Built Design Plens	6.4 Resident Engineer/Structures Rep	TOTAL, HOURS	