

AMENDMENT NO. 1
OF NAPA COUNTY AGREEMENT NO. 250321B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 250321B is made and entered into as of this 6th day of May, 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 February 25, 2025, COUNTY entered into Napa County Agreement No. 250321B with CONTRACTOR (the “Agreement”) for \$265,263.00 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 MPM 3.5 Project, hereinafter referred to as “the Project”; and

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 \$162,579.00 for additional engineering design and support services for the Mt. Veeder Road MPM 3.5 Project.

TERMS

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

1. Exhibit “A-1” attached hereto, is hereby added to and incorporated into the Agreement.
2. Exhibit “B-1” attached hereto, is hereby added to and incorporated into the Agreement.
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 Exhibits A and A-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 Exhibits A and A-1. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibits A and A-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 Exhibits B and B-1.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibits B and 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 Exhibits B and 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 four hundred twenty-seven thousand eight hundred forty two dollars and zero cents (\$427,842.00); 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, or Exhibit B-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 Exhibits B and B-1, which will allow Consultant to be paid the equivalent percentage of the fixed price.

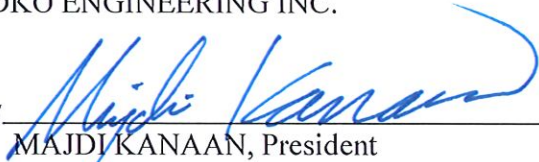
7. Subparagraph 9.4.3 of the Agreement is amended to read as follows:

9.4.3 Exhibits A, A-1, B, B-1, C and D 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. 250321B as of the date first written above.

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>April 8, 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: _____
---	---	--

EXHIBIT “A-1”

SCOPE OF WORK

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

- Mt. Veeder Road MPM 3.5

Amendment No. 1 increases the Level of Effort for the following tasks:

TASK 1: PROJECT MANAGEMENT (\$5,736)

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 (\$9,809)

Task 2.1: Field Survey and Mapping

Albion Surveys will provide the necessary project control and topographic surveys of both sites. 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 (\$45,578.00)

Based on existing conditions and drill rig access, we propose two additional exploratory borings at the two "new" areas of distress (one boring at each discreet slide area). The new borings will supplement the data from our exploration at the larger (November) area instability that was included in our December 23rd proposal. Our borings will be performed with a low mast height, track-mounted drill rig and will be advanced to depths of 30 feet or refusal in hard rock. We will sample at frequent depths and retain samples for laboratory testing and we will also utilize professional traffic control for the two new borings since we will be beyond the lane closure that is currently in place. 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 will likely include a drilled pier supported, concrete retaining wall as previously noted. We will prepare a single, comprehensive Geotechnical Investigation Report with recommendations for all three new retaining walls along with backfill criteria and roadway reconstruction. The three retaining walls will be discussed in one report since we understand one set of plans/one construction project will repair the damage. Our report will also include subsurface drainage

recommendations, a discussion of wall length and height along with figures and other supporting documentation.

Task 3.2: Geotechnical Investigation Report with Design Recommendations

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: 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 3.4: Construction Observation and Testing

Our services will be provided in accordance with the terms of a contract similar to previous Agreements we have signed with ADKO and our 2025 schedule of charges. We propose the following fee arrangements (note these requested fees are in addition to the budget requested in our December 23, 2024 proposal):

Deliverables:

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

TASK 5: DESIGN (\$83,482)

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 (\$17,974)

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-1”
COMPENSATION AND EXPENSE REIMBURSEMENT

	ADKO Engineering, Inc.												
		Majdi Kanaan PM	Yijin Yuan Structures Project Engineer	Laal Ahmadi Engineering Designer	Haroon Hashimi Design Engineer	INSPECTOR (ADKO)	CM	Total Hours (ADKO)	Total Not To Exceed Cost (ADKO)	(Miller Pacific)	Total Not To Exceed Cost (Albion)	(ADKO) (10%)	Total Not To Exceed Cost
	BILLING RATES	\$239.00	\$195.00	\$185.00	\$175.00	\$175.00	\$185.00						
No.	Task Description												
1	TASK 1: PROJECT MANAGEMENT AND MEETINGS	24	0	0	0	0	0	24	\$ 5,736.00				\$ 5,736.00
	1.1 Project Management	8						8	\$ 1,912.00				\$ 1,912.00
	1.2 Project Meetings and Site Visit	16						16	\$ 3,824.00				\$ 3,824.00
2	TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS	1	0	0	0	0	0	1	\$ 239.00		\$ 8,700.00	\$ 870.00	\$ 9,809.00
	2.1 Field Surveys and Mapping	1						1	\$ 239.00		\$ 7,200.00	\$ 720.00	\$ 7,439.00
	2.2 Survey Verification Construction Phase							0	\$ -		\$ 1,500.00	\$ 150.00	\$ 1,500.00
3	TASK 3: GEOTECHNICAL	2	0	0	0	0	0	2	\$ 478.00	\$ 41,000.00	\$ -	\$ 4,100.00	\$ 45,578.00
	3.1 Geotechnical Investigation Report with Recommendations	2						2	\$ 478.00	\$ 14,900.00		\$ 1,490.00	\$ 15,378.00
	3.2 Supplemental Consultation							0	\$ -	\$ 1,100.00		\$ 110.00	\$ 1,100.00
	3.3 Construction Observation and Testing							0	\$ -	\$ 25,000.00		\$ 2,500.00	\$ 25,000.00
4	TASK 4: DESIGN	18	112	204	112	0	0	446	\$ 83,482.00				\$ 83,482.00
	4.1 Design Basis Memorandum	4						4	\$ 956.00				\$ 956.00
	4.2 35% Plans and Estimate Submittal	4	12	40	12			68	\$ 12,796.00				\$ 12,796.00
	4.3 65% PS&E Submittal	4	80	100	80			264	\$ 49,056.00				\$ 49,056.00
	4.4 95% PS&E Submittal	4	12	40	12			68	\$ 12,796.00				\$ 12,796.00
	4.5 100% PS&E Submittal	2	8	24	8			42	\$ 7,878.00				\$ 7,878.00
5	TASK 5: CONSTRUCTION SUPPORT	21	13	12	24	0	0	70	\$ 17,974.00				\$ 17,974.00
	5.1 Bid Support	4	4	4	4			16	\$ 3,176.00				\$ 3,176.00
	5.2 Design Services During Construction	16	8	8	16			48	\$ 9,664.00				\$ 9,664.00
	5.3 As-Built Design Plans	1	1		4			6	\$ 1,134.00				\$ 1,134.00
	5.4 Resident Engineer/Structures Rep							0	\$ 4,000.00				\$ 4,000.00
	TOTAL HOURS	66	125	216	136	0	0	543					
	TOTAL COST	\$ 15,774.00	\$ 24,375.00	\$ 39,960.00	\$ 23,800.00	\$ -	\$ -		\$ 107,909.00	\$ 41,000.00	\$ 8,700.00	\$ 4,970.00	\$ 162,579.00