

AMENDMENT NO. 1
OF NAPA COUNTY AGREEMENT NO. 240278B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 240278B is made and entered into as of this _____ day of _____, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” or “LOCAL AGENCY”, and ADKO ENGINEERING, INC., a California corporation, whose mailing address is 140 Diamond Creek Place, Roseville, CA 95747, hereinafter referred to as “CONTRACTOR” or “CONSULTANT.”

RECITALS

WHEREAS, on February 27, 2024, COUNTY entered into Napa County Agreement No. 240278B with CONTRACTOR (the “Agreement”) for \$500,000 per fiscal year to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering, surveying, hydrology, geotechnical engineering, materials testing, environmental review and environmental and construction inspection support services for various projects for Napa County; and

WHEREAS, in the current fiscal year, there has been a greater need for CONTRACTOR’s services than was initially expected; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase the maximum compensation payable to CONTRACTOR in Fiscal Year 2024-2025 by \$500,000 from \$500,000 to \$1,000,000 so that the CONTRACTOR may address the increased demand.

TERMS

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

1. Subparagraph (c) of Paragraph 3 of the Agreement is amended to read in full as follows:

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed ONE MILLION DOLLARS (\$1,000,000.00) for professional services during the fiscal year ending June 30, 2025, and FIVE HUNDRED THOUSAND (DOLLARS (\$500,000) for professional services in any other fiscal year; 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.

2. Except as provided in (1), above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

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

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 _____
JOELLE GALLAGHER, Chair
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>November 7, 2024</u></p> <p>PL No: <u>122492</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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