

**AMENDMENT NO. 3**  
**OF NAPA COUNTY AGREEMENT NO. 230084B**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 3 of NAPA COUNTY AGREEMENT NO. 230084B** ("Amendment No. 3") 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," 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, COUNTY entered into Amendment No.1 to Napa County Agreement No. 230084B with CONTRACTOR ("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, COUNTY entered into Amendment No. 2 to Napa County Agreement No. 230084B with CONTRACTOR ("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**, 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 \$28,696.00 for additional engineering design and support services for the Silverado Trail at Bell Canyon Creek Bridge 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 this Amendment No. 3, 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 and 2, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibits "B," "B-1," and "B-2," respectively. Said Exhibits are incorporated by reference herein. CONTRACTOR shall complete the promised work as set forth in this Amendment No. 3 within the funding parameters set forth in Exhibit "B-3." Said Exhibit is attached hereto and incorporated by reference herein.

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

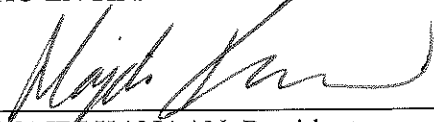
(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be THREE HUNDRED SEVENTY TWO THOUSAND, EIGHT HUNDRED FIVE DOLLARS AND SEVENTY THREE CENTS (\$372,805.73); provided, however, that such amounts shall 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," and "A-2," respectively, shall also not exceed the per task maximum amounts set forth in Exhibits "B," "B-1," and "B-2," respectively, and the actual payments for the work in Exhibit "A-3" shall not exceed the per task maximum amounts set forth in Exhibit "B-3," 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 shall remain in full force and effect as approved previously.

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 3 to Napa County Agreement No. 230084B 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 \_\_\_\_\_  
JOELLE GALLANGHER, Chair  
Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel  By: <u>Shana A. Bagley</u> Deputy County Counsel  Date: <u>March 26, 2024</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-3"

### SCOPE OF WORK

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

- Silverado Trail at Bell Canyon Creek Bridge Project

Amendment No. 3 increases the Level of Effort for the following tasks:

#### **TASK 3: CONSTRUCTION SUPPORT**

##### **Task 3.1: Bid support**

ADKO 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 3.2: Design Services during Construction**

ADKO 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 3.3: As-Built Design Plans**

Following completion of construction, the County Construction Contractor will provide redline markups of the design plans. The ADKO 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 3.4: Resident Engineer/Structures Rep**

ADKO 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.

**Task 3.5: Utility Coordination**

ADKO team will coordinate with PG&E ahead of construction and during construction and meet on site for any conflicts with retaining walls or bridge deck.

***Deliverables:***

- Team meetings with PG&E
- Meeting onsite with PG&E
- Review shop drawings

Exhibit "B-3"  
**COMPENSATION AND EXPENSE REIMBURSEMENT**

ADKO Engineering, Inc.						
	Majid Kanaan PM	Hamid Sami Project Engineer QA/QC	Haroon Hashimi Bridge Design	Naseem Sediqi Independent Check	Total Hours	Total Not To Exceed Cost
	<i>BILLING RATES</i>	<i>\$234.00</i>	<i>\$170.00</i>	<i>\$170.00</i>	<i>\$140.00</i>	
No.	Task Description					
3	TASK 3: CONSTRUCTION SUPPORT					
	84	16	24	16	140	\$ 28,696.00
	4				4	\$ 936.00
	16	16	16	16	64	\$ 11,424.00
			8		8	\$ 1,360.00
	40				40	\$ 9,360.00
	24				24	\$ 5,616.00
	<b>TOTAL HOURS</b>	<b>84</b>	<b>16</b>	<b>24</b>	<b>16</b>	<b>140</b>
	<b>TOTAL COST</b>	<b>\$ 19,656.00</b>	<b>\$ 2,720.00</b>	<b>\$ 4,080.00</b>	<b>\$ 2,240.00</b>	<b>\$ 28,696.00</b>