

**AMENDMENT NO. 2 TO LAKE BERRYESSA RESORT
IMPROVEMENT DISTRICT AGREEMENT NO. 230208B (LBRID)**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 TO LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT AGREEMENT NO. 230208B (LBRID) is made and entered into effective as of the ____ day of June, 2025, by and between the LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California, hereinafter referred to as “DISTRICT,” and GHD, Inc., a California corporation whose business address is 2235 Mercury Water Suite 150, Santa Rosa, CA 95407, hereinafter referred to as “CONTRACTOR.” DISTRICT and CONTRACTOR may be referred to below individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on December 13, 2022, DISTRICT and CONTRACTOR entered into Agreement No. 230208B (Agreement) for final design services related to the Water Tank No 3 Replacement and Distributions Systems Improvements Project (Project); and

WHEREAS, construction bids were opened on July 13, 2023, and the project was awarded to Piazza Construction of Penngrove, California on August 22, 2023; and

WHEREAS, DISTRICT’s Governing Board also approved Amendment No. 1 to the Agreement on August 22, 2023, increasing compensation to cover additional scope for construction management and inspections services; and

WHEREAS, construction of the project is near complete and additional construction inspection services above what was approved in Amendment No. 1 are required to ensure late project change orders are completed per the plans and specifications; and

WHEREAS, the Parties now wish to amend the Agreement to modify and increase the scope of CONTRACTOR’s services and to increase the maximum compensation payable under the Agreement by \$6,000 to reflect such changes;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend LBRID Agreement No. 230208B as follows:

TERMS

1. Paragraph 2 of the Agreement is amended to read in full as follows:
2. **Scope of Services.** CONTRACTOR shall provide all services necessary to update and complete the design of the Project, and to provide support during the bid and construction phases of the Project, as further described in Exhibit “A” and its Attachment 1, attached hereto and hereby incorporated by reference. CONTRACTOR shall also furnish full-time construction management and inspection services as further described in

Exhibits “A-1” and “A-2” and their Attachments, attached hereto and hereby incorporated by reference.

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

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR’s fulfillment of the scope of Services in Exhibit “A,” DISTRICT shall pay CONTRACTOR at the rates set forth in Attachment 2 to Exhibit “A.” In consideration of Contractor’s fulfillment of the scope of services in Exhibit “A-1,” DISTRICT shall pay CONTRACTOR at the rates set forth in Attachment 2 to Exhibit “A-1.” In consideration of Contractor’s fulfillment of the scope of services in Exhibit “A-2,” DISTRICT shall pay CONTRACTOR the fixed fee of six thousand dollars (\$6,000).

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of Two Hundred Seventy-Six Thousand, Eight Hundred Thirty-Nine Dollars (\$276,839.00) for professional services, including all transportation expenses and tax; provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. Exhibit “A-2” and its Attachments listed here are attached hereto and hereby incorporated by reference:

- Attachment 1 to Exhibit “A-2”: Proposal for LBRID Tank 3 Water Storage Tank Project Amendment from GHD dated May 27, 2025.

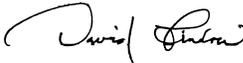
4. This Amendment No. 2 represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment No. 2 shall remain in full force and effect.

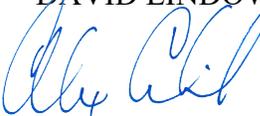
5. This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Amendment No. 2 to LBRID Agreement No. 230208B (LBRID) is executed by the Lake Berryessa Resort Improvement District acting by and through the Chair of its Governing Board, and by the Contractor through its duly authorized officers.

G.H.D., INC.,
a California Corporation

By: 
DAVID LINDOW, Vice President

By: 
ALEX CULICK, Vice President

LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT,
a special district of the State of California

By: _____
ANNE COTTRELL,
Chair of the Governing Board

<p>APPROVED AS TO FORM Office of County Counsel / District Legal Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel</p> <p>Date: <u>June 2, 2025</u> PL Doc. No. 132564</p>	<p>APPROVED BY BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors / Secretary of the District</p> <p>By: _____</p>
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EXHIBIT “A-2”

SCOPE OF SERVICES AND COMPENSATION

I. SCOPE OF SERVICES

CONTRACTOR will provide continued construction management and observation for the Water Tank No. 3 Replacement and Distributions Systems Improvements Project as described in CONTRACTOR’s Proposal for LBRID Tank 3 Water Storage Tank Project Amendment dated May 27, 2025, attached hereto and incorporated by reference as Attachment 1 to this Exhibit. The services covered under this amendment are professional services and will be performed under the responsible charge of a Registered Engineer in the State of California.

II. COMPENSATION

For the scope of services described in this Exhibit, CONTRACTOR shall be compensated at the lump sum price of \$6,000 as set forth in CONTRACTOR’s Proposal.



ATTACHMENT No. 1

May 27, 2025

Christopher Silke, PE
Engineering Manager – Water Resources
County of Napa
Flood Control and Water Conservation District
804 First Street
Napa, CA 94559

RE: Proposal for LBRID Tank 3 Water Storage Tank Project Amendment

Dear Mr. Silke:

GHD is pleased to present this proposal for additional services related to the Tank 3 Water Storage Tank Project. Per your request GHD completed the following additional design and on-site construction observation services that were finalized based on the Tank 3 Project construction schedule, recent meetings and discussions:

GHD completed modifications to the design of the Tank 3 access road to accommodate additional runoff control after the winter storms caused damage to the road surface and storm water collection ditches that existed at the bottom portion of the road. Modifications included additional grading, installation of a new roadside ditch, runoff control and additions of water bars to better manage runoff during large storm events. In addition, GHD provided on site construction observation while the road was constructed.

GHD provided design related services and specifications for adding Automatic Transfer Switches to the pump stations and battery warmers to the generators at Tanks 1 and 2. In addition GHD developed specifications for making changes to the Omni antennae at the water treatment plan control building.

Fee

GHD provided the above described scope of services for a lump sum fee of \$6,000. We look forward to completing the project. If you have any questions, please feel free to contact me at (707) 599-6936.

Sincerely,
GHD Inc.

A handwritten signature in blue ink, appearing to read 'Alex Culick'.

Alex Culick, PE
Managing Principal