

AMENDMENT NO. 1
OF NAPA COUNTY AGREEMENT NO. 210324B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 210324B is made and entered into as of this _____ day of January, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and GHD, INC., a California corporation, whose mailing address is 943 Reserve Drive, Suite 100, Roseville, CA 95678, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on April 6, 2021, COUNTY entered into Napa County Agreement No. 210324B with CONTRACTOR (the "Agreement") for \$300,000 to obtain specialized services, as authorized by Government Code section 31000, in order to provide on call engineering design and various support services for local roadway projects; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase the total compensation under the Agreement by \$300,000 for additional on call engineering design and support services for various projects during fiscal year 2022-2023.

TERMS

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

1. Exhibit "B-1," attached hereto and incorporated herein by this reference, is hereby incorporated into the Agreement.
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, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibits "B" and "B-1".
- (b) Expenses. Direct expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibits "B" and "B-1".
- (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of THREE HUNDRED THOUSAND DOLLARS (\$300,000) per fiscal year except during fiscal year 2022-2023 when the maximum payments under this Agreement shall be a total of SIX HUNDRED THOUSAND DOLLARS (\$600,000) for professional services 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.

3. Paragraph 28 is added to the Agreement to read in full as follows:

28. Special Terms and Conditions. COUNTY delegates its authority to the Director of Public Works to approve future changes or amendments to Exhibits A and B, attached to this Agreement, provided that any such change or amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

4. Except as provided in paragraphs (1) through (3), 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. 210324B as of the date first written above.

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GHD, Inc.

By _____
WILLIAM M. SILVA, Vice President

By _____
DUNCAN FINDLEY, Secretary

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair
Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <u>Ryan FitzGerald</u> Deputy County Counsel Date: <u>January 18, 2023</u> [PL No. 85676]	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: _____
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FY 2023 Standard Rate Schedule

GHD Description	FY2023 Std Rate (US & CAN)
Professional	
Senior Technical Director 1	\$ 340.00
Senior Technical Director 2	\$ 315.00
Senior Technical Director 3	\$ 283.00
Technical Director 1	\$ 263.00
Technical Director 2	\$ 237.00
Senior Professional 1	\$ 215.00
Senior Professional 2	\$ 195.00
Professional 1	\$ 185.00
Professional 2	\$ 158.00
Professional 3	\$ 137.00
Vacationer / Intern	\$ 126.00
Consultant	
Executive Consultant 1	\$ 425.00
Executive Consultant 2	\$ 385.00
Senior Consultant 1	\$ 315.00
Senior Consultant 2	\$ 280.00
Consultant 1	\$ 235.00
Consultant 2	\$ 190.00
Consultant 3	\$ 150.00
Technical	
Lead Design Technician 1	\$ 315.00
Lead Design Technician 2	\$ 289.00
Lead Design Technician 3	\$ 264.00
Senior Design Technician 1	\$ 238.00
Senior Design Technician 2	\$ 220.00
Design Technician 1	\$ 195.00
Design Technician 2	\$ 184.00
Drafting/Design 1	\$ 168.00
Drafting/Design 2	\$ 153.00
Drafting/Design 3	\$ 137.00
Drafting/Design 4	\$ 127.00
Intern Drafting/Design	\$ 115.00

GHD Description	FY2023 Std Rate (US & CAN)
Project Support	
Business Services Manager 1	\$ 340.00
Business Services Manager 2	\$ 315.00
Senior Admin Officer 1	\$ 263.00
Senior Admin Officer 2	\$ 232.00
Admin Officer 1	\$ 215.00
Admin Officer 2	\$ 195.00
Admin Officer 3	\$ 178.00
Admin Officer 4	\$ 153.00
Admin Officer 5	\$ 137.00
Admin Officer 6	\$ 80.00
Site Based	
Senior Construction Manager	\$ 315.00
Construction Manager	\$ 265.00
Lead Site Engineer/Supervisor	\$ 237.00
Senior Site Engineer	\$ 215.00
Site Engineer	\$ 195.00
Lead Inspector	\$ 184.00
Senior Inspector	\$ 137.00
Inspector / Specialist 1	\$ 120.00
Inspector / Specialist 2	\$ 110.00
Clerk / Specialist 3	\$ 105.00
Senior Site Manager 1	\$ 127.00
Senior Site Manager 2	\$ 115.00
Senior Site Manager 3	\$ 105.00
Senior Site Manager 4	\$ 95.00
Operator/Labourer 1	\$ 85.00
Operator/Labourer 2	\$ 80.00
Operator/Labourer 3	\$ 60.00
Administration	
Business Services Manager 1	\$ 280.00
Business Services Manager 2	\$ 235.00
Senior Admin Officer 1	\$ 182.00
Senior Admin Officer 2	\$ 152.00
Admin Officer 1	\$ 137.00
Admin Officer 2	\$ 125.00
Admin Officer 3	\$ 80.00

- 1 Rates are for employees of all GHD companies.
- 2 All travel cost will be invoiced at economy class rates. Lodging and meal expenses will be at cost plus agree markup unless a per diem rate is negotiated.
- 3 All other project related disbursements, expenses and subcontractor costs will be invoiced with a markup of 15%.
- 4 An administration fee will apply to all invoices to cover in-house disbursements (Associated Project Costs) on a project. These costs will include:
 - Office consumables including engineering supplies and postage
 - Reproduction consumable costs including equipment lease and maintenance, printing, and stationary
 - Communication consumables including telephone expenses
 - Equipment consumable including CADD, software, and IT expenses
 Associated project cost (APC) will be invoiced at the following
 - a. General Associated Project Charges APC: \$6.50 / labor hour
 - b. Field Services/Construction Inspector APC: \$11.50 / labor hour
- 5 Leased and personnel vehicles, field equipment and disposable field supplies will be invoiced at established rates. Personal vehicle mileage rates will be charged in accordance with government regulated standard rates.
- 6 Fee schedule is subject to change annually.