

**AMENDMENT NO. 3**  
**OF**  
**NAPA COUNTY AGREEMENT NO. 210324B**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 3 of NAPA COUNTY AGREEMENT NO. 210324B** is made and entered into as of this 25<sup>th</sup> day of June, 2024, 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**, on January 24, 2023, COUNTY entered into Amendment No. 1 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; and

**WHEREAS**, on December 19, 2023, COUNTY entered into Amendment No. 2 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 2023-2024.

**WHEREAS**, the parties now desire to amend the Agreement to increase the term of the Agreement by an additional fiscal year to provide additional engineering and construction support services, already described in the Scope of Work, for various Projects.

**TERMS**

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

1. Paragraph 1 of the Agreement is amended to read in full as follows:


**Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said

expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention).

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**, COUNTY and CONTRACTOR have executed this Amendment No. 3 of Napa County Agreement No. 210324B as of the date first above written.

GHD, Inc.

By   
MICHAEL BORAKS, Vice President

By   
PATRICIA OSOKO, Secretary

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By \_\_\_\_\_  
JOELLE GALLAGHER, Chair of the Napa County Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley (e-sign)</u> County Counsel</p> <p>Date: <u>June 4, 2024</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>
--	--	--