

AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 240426B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 (“Amendment No. 1) of NAPA COUNTY AGREEMENT NO. 240426B is made and entered into as of this 22nd day of April 2025, 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 2235 Mercury Way, Suite 150, Santa Rosa, CA 95407, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY entered into Napa County Agreement No. 240426B with CONTRACTOR on June 25, 2024 (“Agreement”), to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the Deer Park Region and West Zinfandel Paving Project, RDS 25-02 (“Project”); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase the scope and compensation in order to provide additional engineering design and support services for the Project.

TERMS

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

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

Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be **Three Hundred Twenty-Four Thousand One Hundred Seventy AND 00/100 DOLLARS (\$324,170)**; 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. Paragraph I, of Exhibit “A” Scope of Work is amended to read in full as follows:

CONTRACTOR shall provide professional engineering services to complete design of Deer Park region and West Zinfandel Paving Project, produce documents suitable for use in competitive bidding, and provide support during the bid and construction phases of the Project. CONTRACTOR shall provide those services set forth in its proposal dated June 12, 2024, incorporated by reference into the original Agreement as Attachment A1 and as

set forth in its amended proposal, attached hereto and incorporated by reference as Attachment A2, for itemization of the work scope.

3. Except as provided in paragraphs (1) and (2), 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. 1 to Napa County Agreement No. 240426B as of the date first above written.

GHD, Inc.

By

JOSH WOLF, Vice President

By

PATRICIA OSOKO, Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By

ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel Date: <u>March 25, 2025</u> PL No.: <u>129102</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: _____
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ATTACHMENT A2

Amended Proposal

The CONTRACTOR will provide COUNTY with the following additional services for the Deer Park Region and West Zinfandel Paving Project, RDS 25-02:

Per conversations with the County about changes in the project roadway segments, GHD is providing this amendment to the Deer Park Region and West Zinfandel Pavement Project, RDS 25-02 (project). The project originally includes the rehabilitation of five segments of roadway in the Deer Park/Sanitarium area of Napa County. The project has transformed due to utility work and construction budgets and the project now proposes to rehabilitate two additional segments in the summer of 2025. These segments are Silverado Trail from Zinfandel to 6,000 feet south of the Caltrans SR 128 right of way at the Conn Creek Bridge and Big Ranch Road from Oak Knoll north to end of the roadway.

GHD will be providing design engineering services to the County to generate bid and construction documents for the project and supporting construction with engineering support services during construction and pertaining to the design.

Project Understanding and Approach

The two additional segments below are being added to the project.

<i>Roadway Segment</i>	<i>Segment Length (mi)</i>
Silverado Trail (Zinfandel to 6,000 feet south of the Caltrans SR 128 R/W)	2.4
Big Ranch Road (Oak Knoll north to end of the roadway)	0.7

Pavement Evaluation and Design Recommendation Report was previously completed and delivered to the County by Miller Pacific Engineering Group (MPEG) for Big Ranch Road. The selected rehabilitation methodology is a 3" mill and fill from edge of pavement to edge of pavement.

GHD has previously evaluated digouts on this section of Silverado Trail and its been determined that due to the high percentage of roadway in need of a dig out that an alternate method would be used. Through conversations with the County and MPEG. The selected rehabilitation methodology is a 3" mill and fill from edge of pavement to edge of pavement, along with an additional 3" dig outs in the worst of the areas.

It is our understanding that no significant improvements beyond pavement rehabilitation and striping/signage upgrades are planned as part of the project. Significant utility impacts are also not anticipated or included in our base services.

Our team has delivered several similar projects in Napa County and in the surrounding area and look forward to working with the County to deliver this expanded roadway project. Budget will be added to the existing contract with the scope including the same tasks as the original contract.

Scope of Work

Task 1 - Project Management and Coordination

Same as original contract with two additional field meetings included.

Task 2 – Base Mapping, Limited Survey and Utility Coordination

Same as original contract.

Task 3 – Geotechnical Investigation and Pavement Recommendations

Already completed as part of another contract

Task 4 – Preliminary Engineering, 35% Plans and Estimate and Basis of Design

Same as original contract.

Task 5 –90% PS&E

Same as original contract.

Task 6 –100% PS&E (FINAL BID READY)

Same as original contract.

Task 7 – Bid Phase Services

Same as original contract.

Task 8 – Construction Support Services

Same as original contract.

Contingency

There is no GHD fee contingency set aside for this project.

Assumptions

Same as original contract.

Project Schedule

These segments will be folded into the original project schedule.

Fee Estimate

The additional fee for these segments is \$45,090.

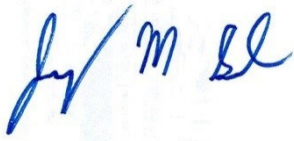
Closing

It is assumed that upon agreement of the scope of work for Amendment 1 to the Deer Park Region and West Zinfandel Pavement Project, RDS 25-02, the County and GHD will prepare an amendment to the Professional Services Agreement.

The Notice to Proceed will be the date of written authorization by the County to proceed or when GHD receives the fully executed contract for the work.

If you have any questions or comments regarding this proposal, please feel free to call me at 707-540-9612.

Sincerely,
GHD Inc.



(707) 540-9612

Cc: Bill Silva, PE, GHD Principal

Compensation:

Fixed Fee of \$45,090.

CONTRACTOR shall be compensated at the rates set forth above for the additional services for a new amount not to exceed of \$324,170.