

**AMENDMENT NO. 1 OF  
NAPA COUNTY AGREEMENT NO. 220084B**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1 OF AGREEMENT NO. 20084B** is made and entered into as of this 23<sup>rd</sup> day of August, 2021, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, acting by and through its Purchasing Agent, and GLOBAL STABILIZATION, LLC., a California company, whose mailing address is PO Box 440-A, Saint Helena, CA 94574, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, on the 1<sup>st</sup> of August, 2021, by Napa County Agreement No. 20084B (hereinafter referred to as “Agreement”), CONTRACTOR agreed to provide specialized services, as authorized by Government Code section 31000, in order to purchase EarthBind liquid solution and rental of a pug mill machine and operator; and

**WHEREAS**, COUNTY and CONTRACTOR now wish to amend the Agreement to expand the scope of work and increase the maximum compensation under the terms and conditions set forth herein;

**TERMS**

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

1. Paragraph 2 Scope of Services of the Agreement is amended to read in full as follows as follows:
  2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A-1”, attached hereto.
2. Paragraph 3 Compensation is amended to read in full as follows:
  3. **Compensation.**
    - (a) Rates. In consideration of CONTRACTOR’s fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-1”, 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), the maximum payments under this Agreement shall be a total of THREE HUNDRED, TWENTY FOUR THOUSAND, EIGHT HUNDRED AND SEVENTY SIX DOLLARS (\$324,876.00); 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. Exhibit "A" is replaced in its entirety by Exhibit "A-1" attached hereto and incorporated by reference herein, and all references to Exhibit "A" shall be construed as referring to Exhibit "A-1" as of the effective date of this Agreement.

4. Exhibit "B" is replaced in its entirety by Exhibit "B-1" attached hereto and incorporated by reference herein, and all references to Exhibit "B" shall be construed as referring to Exhibit "B-1" as of the effective date of this Agreement.

5. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved.

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**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

GLOBAL STABILIZATION, LLC

By \_\_\_\_\_  
Bruce Coulthard, President & COO

By \_\_\_\_\_  
Mackenzie Coulthard, Secretary

“CONTRACTOR”

NAPA COUNTY, a political subdivision of  
the State of California, acting by and through its Purchasing  
Agent

By \_\_\_\_\_  
ALFREDO PEDROZA, Chair  
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>John L. Myers (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>August 30, 2021</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____ _____</p>
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## **EXHIBIT “A-1”**

### **SCOPE OF WORK**

#### **I. DESCRIPTION OF SERVICES**

CONTRACTOR shall provide COUNTY with EarthBind liquid solution and a pug mill machine in order to mix crushed recycled asphalt. CONTRACTOR shall provide COUNTY with an operator to provide an ambient temperature asphalt that the COUNTY’S road crew will transport and place the material 2” thick on Mt. George and Olive Hill roads.

CONTRACTOR shall apply 353,860 square feet of EBS RA topical application in the vicinity of Mt. George Avenue Olive Hill Lane.

**II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports

**EXHIBIT “B-1”**

**COMPENSATION AND EXPENSE REIMBURSEMENT**

See attached Global Stabilization Quotes dated June 4, 2021, and August 25, 2021.

*Maximum payments under this Agreement shall not exceed THREE HUNDRED, TWENTY FOUR THOUSAND, EIGHT HUNDRED AND SEVENTY SIX DOLLARS (\$324,876.)*



# QUOTATION

Office Plaza Drive  
Tallahassee, Fl. 32301  
707-287-6111

REMIT TO: PO BOX 440-A SAINT HELENA, CA. 94574

Napa County  
Department Public Works  
1195 Third St. Napa, CA.  
Steve Stangland

**4-Jun-21**  
**DATE** June 4, 2021  
**CUSTOMER ID** NCRD  
**EXPIRATION DATE**

SALESPERSON	FREIGHT TERMS	PAYMENT TERMS	DUE DATE
BC		Net 15	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
40000	Gallons Earthbind© EBS-RA	\$4.50	\$180,00.00
1	Pug mill transport and mixing		\$34,000.00
1	Silverado Trail Yard Location		
1	Delivery of EBS from Portland		\$54,950.00
1	This quotation is valid for 60 days.		

International orders require 100% payment prior to manufacture and shipping. Quotation good for 15 days.

SUBTOTAL	
SALES TAX	<b>\$13,950.00</b>
TOTAL	<b>\$282,900.00</b>

THANK YOU FOR YOUR BUSINESS!

