

AMENDMENT NO. 1
OF NAPA COUNTY AGREEMENT NO. 250396B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 250396B is made and entered into as of this ____ day of _____, 2026, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County”, and Nichols Consulting Engineers, CHTD, a Nevada corporation, whose business address is 300 E. 2nd Street, Suite 1210, Reno, NV 89501, hereinafter referred to as “Consultant”;

RECITALS

WHEREAS, on May 20, 2025, County entered into Napa County Agreement No. 250396B with Consultant (the “Agreement”) for \$486,000 to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design services for the Pueblo Pocket Rehabilitation Project, hereinafter referred to as “the Project”; and

WHEREAS, County and Consultant now desire to amend the Agreement to expand the scope of services and to increase the total compensation under the Agreement by \$71,349.80 for additional CCTV, storm drain cleaning, and support services for the Project.

TERMS

NOW, THEREFORE, County and Consultant hereby amend the Agreement as follows:

1. Exhibit “A-1” attached hereto, is hereby added to and incorporated into the Agreement.
2. Exhibit “B-1” attached hereto, is hereby added to and incorporated into the Agreement.
3. Paragraph 1.1 of the Agreement is amended to read in full as follows:

1.1 Scope of Services. Consultant shall provide professional services to County as described in Exhibits A and A-1, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Qualifications issued by County (if any), and Consultant’s proposal(s) or statement(s) of qualifications.

4. Paragraph 3.1 of the Agreement is amended to read in full as follows:

3.1 Amount of Compensation. County shall pay Consultant for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. For those services described in Exhibit A, County shall pay Consultant according to the compensation and fee schedule set forth in

Exhibit B. For those services described in Exhibit A-1, County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit B-1.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B or B-1. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B or B-1.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of FIVE HUNDRED FIFTY-SEVEN THOUSAND, THREE HUNDRED FORTY-NINE DOLLARS AND EIGHTY CENTS (\$557,349.80); 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. The actual payments made under this Agreement for the work in Exhibit A shall also not exceed the per task maximum amounts set forth in Exhibit B, and the actual payments for the work in Exhibit A-1 shall not exceed the per task maximum amounts set forth in Exhibit B-1, unless prior written consent to exceed a maximum amount for a specific task has been authorized in writing by the Director of Public Works or designee. Any approval by the Director of Public Works or designee to exceed per task maximum shall not alter the maximum payment due under this Agreement as set forth in the first sentence of this subparagraph.

5. Except as provided in Paragraphs 1 - 4, above, all other provisions of the Agreement shall remain in full force and effect as approved previously.

[Remainder of page is intentionally blank]

IN WITNESS WHEREOF, County and Consultant have executed this Amendment No. 1 to Napa County Agreement No. 250396B as of the date first written above.

Nichols Consulting Engineering, CHTD

By 
MARGOT YAPP, President

By 
GREGORY FASIANO, Vice President

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>January 28, 2026</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

On and after the date first written on Amendment No. 1 to the Agreement, Consultant shall provide County with the following additional services:

Amendment No. 1 increases the Level of Effort for the following task:

TASK 3B: CCTV – \$71,349.80

The Consultant’s subconsultant, National Plant Services (NPS), will provide additional storm drainpipe cleaning and CCTV efforts. This work will also include a 10% subconsultant markup and additional time for Consultant’s project management of the subconsultant. The remaining budget of \$35,496 will be applied towards the additional CCTV effort.

Subconsultant will clean various storm drainpipes that were unable to be inspected during their initial CCTV work on-site, due to the debris levels inside the drainpipe. Subconsultant will provide a three (3) person crew, that is certified in confined space entry, to install a solid blocking plug at the downstream end of the manhole for the storm drain to be cleaned. The pipe will be cleaned with the assistance of a CCTV crawler to direct the cleaning effort. As County is proposing to dispose of the wash water in the Napa Sanitation District sewer system, wash water and debris will be handled per the District requirements. The City of Napa has agreed to allow NPS to stage their debris and wash water storage bins at their Corporation Yard, located at 770 Jackson Street, Napa, CA 94559, in the City of Napa limits.

Subconsultant will furnish supervision, equipment, bonds, and personnel necessary to perform this work, with the exception of traffic control field services.

COUNTY will furnish complete access, permit, decant permission into sewer (pending Napa Sanitation District approval and consent), openings, and rights-of-way to the work areas; frac tank and bin staging, any local licenses or permits that may be required.

Assumptions:

- County will provide a staging location for the debris tank and frac tank.
- Quote includes minor traffic control (cones and signs). Major traffic control services, including preparation of traffic control plans is additional, if needed, and invoiced at cost plus 10%.
- Daily rate will be charged for actual number of days work. 7 days are estimated. More or less days may be needed depending on debris levels.
- Disposal will be billed at actual cost plus 10%. This may include rental of bins/containment, purchase of consumables (liners, etc), handling of excess water, analytical testing, disposal, and hauling. Any costs provided herein for disposal is estimated, and the estimate assumes material is found to be non-hazardous.
- Water usage to be billed at cost and bonds to be reimbursed at cost.

Exhibit “B-1”
COMPENSATION AND EXPENSE REIMBURSEMENT

SUBCONSULTANT COST PROPOSAL:

Pricing assumes the volume of debris is about 5.3 cubic yards. An hourly rate will be charged for subconsultant’s work, with a six hour minimum per day. Work hours and disposal costs are estimated and County will only be charged for hours worked. The total subconsultant cost is an amount not to exceed **\$93,878**.

TASK DESCRIPTION	UNIT	QUANTITY	PRICE PER UNIT	PRICE
CCTV Crew Rate (8 hours on site)	Day	7	\$6,800	\$47,600
Out of town fees	Day	7	\$600	\$4,200
Time & Material Expenses				
Frac Tank Delivery & Rental			Cost pluf 10%	\$5,803
Frac tank Cleaning			Cost plus 10%	\$9,975
Debris bin charges	T&M	1 bin	\$6,000	\$6,000
Solid Plug rental charges			Cost plus 10%	\$3,000
Traffic control field expenses	DAY	4	\$2,200/DAY, Billed at Cost plus 10%	\$8,800
TC Plans/Permit Fees/Discharge Permit/Bonds			Cost Plus 10%	\$2,500
		CONTRACT AMOUNT		\$87,878
Optional water hauling to Potrero Hills Landfill (if Napa San won’t allow)	Load		Cost plus 10%	\$6,000

CONSULTANT TOTAL COST PROPOSAL:

Task Description	Labor Hours			Labor Expenses	CCTV	NCE 10% Markup	Remaining CCTV Budget	Reimbursable Expenses	Total Cost
	Project Manager	Project I Engineer	Clerical						
Rate	\$350	\$200	\$120						
1. Project Management & Meetings									
1A. Project Kick-off and Progress Meetings				\$ -					\$ -
1B. Utility Coordination				\$ -					\$ -
Sub-Total	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Pavement Rehabilitation Design									
2A. Pavement Survey				\$ -					\$ -
2B. Pavement Coring				\$ -					\$ -
2C. Pavement Design Recommendations				\$ -					\$ -
Sub-Total	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Plans, Specifications & Estimates (PS&E)									
3A. Design Data Gathering and Site Visit				\$ -					\$ -
3B. CCTV (Additional Budget)	4	8	4	\$ 3,480	\$ 93,878	\$ 9,388	\$ 35,496	\$ 100	\$ 71,350
3C. 35% P&E				\$ -					\$ -
3D. 65% PS&E				\$ -					\$ -
3E. 95% PS&E				\$ -					\$ -
3F. Final (100%) PS&E				\$ -					\$ -
Sub-Total	4	8	4	\$ 3,480	\$ 93,878	\$ 9,388	\$ 35,496	\$ 100	\$ 71,350
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
Sub-Total	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	4	8	4	\$ 3,480	\$ 93,878	\$ 9,388	\$ 35,496	\$ 100	\$ 71,350