

**AMENDMENT NO. 3 TO LAKE BERRYESSA RESORT
IMPROVEMENT DISTRICT AGREEMENT NO. 230149B (LBRID)**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 TO LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT AGREEMENT NO. 230149B (LBRID) is made and entered into effective as of the ____ day of July, 2025, by and between the LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California, hereinafter referred to as “DISTRICT,” and GHD, Inc., a California corporation whose business address is 2235 Mercury Water Suite 150, Santa Rosa, CA 95407, hereinafter referred to as “CONTRACTOR.” DISTRICT and CONTRACTOR may be referred to below individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on September 13, 2022, DISTRICT and CONTRACTOR entered into Agreement No. 230149B (Agreement) for geotechnical investigations and design services for the Sewer Lift Station A Tank Replacement Project (Project); and

WHEREAS, construction bids received for the Project exceeded the available budget and all bids were rejected by the Governing Board on August 8, 2023; and

WHEREAS, on December 19, 2023, Amendment No. 1 to the Agreement was approved by the Governing Board for CONTRACTOR to redesign several components of the Project to reduce construction costs to within the DISTRICT’s available budget; and

WHEREAS, new construction bids were opened on August 23, 2024 and the project was awarded to Piazza Construction of Penngrove, CA on September 10, 2024; and

WHEREAS, on October 15, 2024, Amendment No. 2 to the Agreement was approved by the Governing Board for CONTRACTOR to provide construction management and inspection services; and

WHEREAS, due to the need to review and prepare several construction contract change orders during the early stages of construction requiring more intensive construction inspection services than anticipated, additional construction inspection services above what was approved in Amendment No. 2 are required to ensure the remainder of the project is constructed per plan; and

WHEREAS, the Parties now wish to amend the Agreement to modify and increase the maximum compensation payable under the Agreement by \$79,928 to reflect additional construction inspection services;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend LBRID Agreement No. 230149B as follows:

TERMS

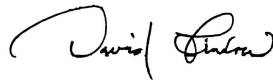
1. Paragraph 2 of the Agreement is amended to read in full as follows:
 2. **Scope of Services.** CONTRACTOR shall provide all services necessary to complete geotechnical investigations and design services for the Sewer Lift Station A Tank Replacement Project, as further described in Exhibit “A” and its Attachment 1, attached hereto and hereby incorporated by reference. CONTRACTOR shall also revise the construction drawings and specifications for the Project as further described in Exhibit “A-1” and its Attachments, attached hereto and hereby incorporated by reference. CONTRACTOR shall also furnish full-time construction management and inspection services as further described in Exhibit “A-2” and its Attachments, attached hereto and hereby incorporated by reference. CONTRACTOR shall also furnish additional construction inspection services as further described in Exhibit “A-3” and its Attachments, attached hereto and hereby incorporated by reference.
2. Paragraph 3 of the Agreement is amended to read in full as follows:
 3. **Compensation.**
 - (a) Rates. In consideration of CONTRACTOR’s fulfillment of the scope of Services in Exhibit “A,” DISTRICT shall pay CONTRACTOR at the hourly rates set forth in Attachment 2 to Exhibit “A.” In consideration of Contractor’s fulfillment of the scope of services in Exhibit “A-1,” DISTRICT shall pay CONTRACTOR at the rates set forth in Attachment 2 to Exhibit “A-1.” In consideration of Contractor’s fulfillment of the scope of services in Exhibit “A-2,” DISTRICT shall pay CONTRACTOR at the rates set forth in Attachment 2 to Exhibit “A-2.” In consideration of Contractor’s fulfillment of the scope of services in Exhibit “A-3,” DISTRICT shall pay CONTRACTOR at the rates set forth in Attachment 1 to Exhibit “A-3.”
 - (b) Expenses. No travel or other expenses will be reimbursed by DISTRICT.
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of Five Hundred Forty-Eight Thousand, Eight Hundred Five Dollars (\$548,805) for professional services, including all transportation expenses and tax; provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.
3. Exhibit “A-3” and its Attachments listed here are attached hereto and hereby incorporated by reference:
 - Attachment 1 to Exhibit “A-3”: Proposal for LBRID LSA Sewer Tank Replacement Project Amendment – Construction Observation dated June 3, 2025.
 - Attachment 2 to Exhibit “A-3”: Project Fee Estimating Sheet from GHD dated June 1, 2025

4. This Amendment No. 3 represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment No. 3 shall remain in full force and effect.

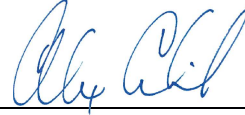
5. This Amendment No. 3 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Amendment No. 3 to LBRID Agreement No. 230149B (LBRID) is executed by the Lake Berryessa Resort Improvement District acting by and through the Chair of its Governing Board, and by the Contractor through its duly authorized officers.

GHD, INC., a California Corporation



By: _____
DAVID LINDOW, Vice President



By: _____
ALEX CULICK, Vice President

LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT,
a special district of the State of California

By: _____
ANNE COTTRELL,
Chair of the Governing Board

<p>APPROVED AS TO FORM Office of County Counsel / District Legal Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel</p> <p>Date: <u>July 10, 2025</u> PL Doc. No. 134651</p>	<p>APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors / Secretary of the District</p> <p>By: _____</p>
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EXHIBIT “A-3”

SCOPE OF SERVICES AND COMPENSATION

I. SCOPE OF SERVICES

CONTRACTOR shall provide additional construction management and observation during construction of the LBRID Sewer Lift Station A Tank Replacement Project. For itemization of the additional scope of services, refer to GHD’s proposal dated June 3, 2025, attached hereto and incorporated by reference as Attachment 1 to this Exhibit. The services covered under this amendment are professional services and will be performed under the responsible charge of a Registered Engineer in the State of California.

II. COMPENSATION

For the scope of services described in this Exhibit, CONTRACTOR shall be compensated on a time and materials basis at the rates set forth in CONTRACTOR’s Project Fee Estimating Sheet (for LBRID Sewer LSA Tank Replacement Project, Project # 12589153) dated June 1, 2025, attached hereto and incorporated by reference as Attachment 2 to this Exhibit.



June 3, 2025

Christopher Silke, PE
Engineering Manager – Water Resources
County of Napa
Flood Control and Water Conservation District
804 First Street
Napa, CA 94559

RE: Proposal for LBRID LSA Sewer Tank Replacement Project Amendment – Construction Observation

Dear Mr. Silke:

GHD is pleased to present this proposal for additional construction management and observation services related to the LBRID Lift Station A Sewer Tank Project. As we discussed early on in the project having the on-site Observation on a regular basis of close to full time during the construction of the force main was beneficial to the District and for making sure the project was completed as designed. We originally had budgeted only three days per week for the construction and acknowledged that GHD would request an amendment as we came close to exhausting the original on-site observation budget.

The project has proceeded well and we have now transitioned to the construction of the concrete tank. The tank construction is detailed and relatively complex and it has proven beneficial to have on site observation in order to oversee the contractor's excavations, rebar and form placement and to be available to provide construction clarifications prior to and during concrete pours. We will still have all of the final piping extensions and connections to the tank and Lift Station A pumps to construct through the month of August when we anticipate the project completion.

Per your request GHD is submitting this amendment request based on the Lift Station A Sewer Tank Project construction schedule, recent meetings and discussions.

Fee

GHD can provide the above additional construction management and observation scope of services for an estimated fee of \$79,928 as detailed in the attached fee estimate. We look forward to completing the project. If you have any questions, please feel free to contact me at (707) 599-6936.

Sincerely,
GHD Inc.

A handwritten signature in blue ink, appearing to read "Alex Culick", is written over the printed name.

Alex Culick, PE
Managing Principal

PROJECT FEE ESTIMATING SHEET

ATTACHMENT 2

SHT #1 of 1

On-Site InspectorCy Perry

Project Director/CMAlex Cullick

LBRID Sewer LSA Tank Replacement Project

PROJECT #12589153

Date6/1/2025

PROJECT #12589153

Date6/1/2025

PREPARED BY:

AJC

CLIENT: LBRID

		FEE COMPUTATION						
		Const Manager \$340 /HR	Proj Coord \$130 /HR	Inspector \$225 /HR	TOTAL HOURS/ GHD fee	Subconsultant Services	Subconsultant MU & Other Direct Costs* \$6.5/hr office \$11.5/hr field	TOTAL FEE
LABOR CATEGORY> RATE>								
TASK								
Task 1	Project Management							
	Task 1.0 Preconstruction Assistance							
	Project Initiation	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
	Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2	Contract Management							
	Task 2.3	24			24			
	Conduct and Document Project Meetings	\$ 8,160	\$ -	\$ -	\$ 8,160		\$ 156	\$ 8,316
	Sub-Total	24			24			
		\$ 8,160	\$ -	\$ -	\$ 8,160	\$ -	\$ 156	\$ 8,316
Task 3:	Field Inspection/Observation							
	Task 3.1			288	288			
	Provide Field Inspection/Observation & Rpts	\$ -	\$ -	\$ 64,800	\$ 64,800		\$ 3,312	\$ 68,112
	Sub-Total			288	288			
		\$ -	\$ -	\$ 64,800	\$ 64,800	\$ -	\$ 3,312	\$ 68,112
Project Vehicle, Travel & Misc Expenses							\$3,500	\$ 3,500
Project Totals		24		288	312			
		\$ 8,160	\$ -	\$ 64,800	\$ 72,960	\$ -	\$ 3,468	\$ 79,928

Final Opinion of Probable Construction Cost	
\$	1,800,000

Extended Working Days	Sub M/U:	15%
month Construction period		
week Inspection period		

* Associated Project Costs (APC) - consumables and technology not included in wage or overhead calculations