

**AMENDMENT NO. 2
TO
NAPA COUNTY AGREEMENT NO. 220333B

PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 2 of NAPA COUNTY AGREEMENT NO. 220333B is made and entered into as of this ____ day of **December, 2024**, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and GEOCON CONSULTANTS INC., a California corporation, whose mailing address 3160 Gold Valley Drive, Suite 800, Rancho Cordova, CA 95792, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY entered into Napa County Agreement No. 220333B with CONTRACTOR on February 28, 2023, (the “Agreement”) to obtain specialized services, as authorized by Government Code section 31000, in order in to provide geotechnical investigation, supplemental geotechnical exploration, project plans, project manual, special inspection services and other miscellaneous engineering services needed for the Napa County Replacement Jail Project hereinafter referred to as “Project”; and

WHEREAS, COUNTY approved Amendment No. 1 to the Agreement on April 9, 2024, for additional testing and inspection services in excess of CONTRACTOR’s originally anticipated scope due to inherent unknowns at the time of original proposal preparation, and required fire stop inspections requested by the Fire Marshall; and

WHEREAS, COUNTY needs to increase the contract amount for inspection services beyond CONTRACTOR’s originally anticipated scope and Amendment No. 1 based on projected inspection time needed for project completion; and

WHEREAS, the parties desire to amend the Agreement to increase the maximum compensation for the current scope of work by \$76,070.00;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

TERMS

1. 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 promised work, COUNTY shall pay CONTRACTOR on a time and materials basis at the rates set forth in Exhibit “B,” attached hereto and hereby incorporated by reference.

(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 not exceed a total of **Seven Hundred Sixty-Seven Thousand Four Hundred Twenty and 00/100 Dollars (\$767,420.00)** for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon actual time and material incurred. CONTRACTOR is not obligated to continue performing the scope of services if time and material costs cumulatively exceed this amount.

3. This Amendment No. 2 represents all the changes to the Agreement agreed to by COUNTY and CONTRACTOR. 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. 2 shall remain in full force and effect.

4. This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

5. This Amendment No. 2 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 2 and shall have the same force and effect as a manually executed original.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed by the COUNTY, acting by and through the Chair of the Board of Supervisors, and by CONTRACTOR through its duly authorized officer.

GEOCON CONSULTANTS INC.

By  _____
 JOSEPH VETTEL, CEO

By  _____
 BILL LYDON, CFO

NAPA COUNTY, a political subdivision of the State of California

By _____
 JOELLE GALLAGHER, Chair
 Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel</p> <p>Date: <u>November 25, 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>
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