

AMENDMENT NO. 2
OF NAPA COUNTY AGREEMENT NO. 250052B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 of NAPA COUNTY AGREEMENT NO. 250052B ("Amendment No. 2") is made and entered into as of the 27th day of January, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and SANDERSON BELLECCI, INC. DBA SANBELL, previously known as Bellecci & Associates, Inc., a California corporation, whose mailing address is 2290 Diamond Boulevard, Suite 100, Concord, CA 94520, hereinafter referred to as "CONTRACTOR" or "CONSULTANT".

RECITALS

WHEREAS, on July 9, 2024, COUNTY entered into Napa County Agreement No. 250052B with CONTRACTOR (the "Agreement") for \$191,183.00 to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the HSIP Cycle 11 Silverado Trail Intersection Improvements Project, RDS 22-26, hereinafter referred to as "the Project;" and

WHEREAS, on March 25, 2025, the parties entered into an amendment to the Agreement ("Amendment No. 1") to expand the scope of services and to increase the total compensation by \$71,086 for additional engineering design and support services for the Project; and

WHEREAS, COUNTY and CONSULTANT now desire to amend the Agreement to reallocate the remaining and unused Amendment No. 1 design budget from \$71,086 to \$61,023 (a decrease of \$10,063) to expand the Consultant's scope of services by \$15,326, ultimately increasing the total compensation by \$5,263 for additional engineering design and support services for the Project.

TERMS

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

1. Paragraph 2 of the Agreement is amended to read in full as follows:

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A" attached to the Agreement as originally approved, those additional services set forth in Exhibit "A-1," attached to Amendment No. 1 of the Agreement, and those additional services set forth in Exhibit "A-2," attached to this Amendment No. 2 of the Agreement, said Exhibits being incorporated herein by this reference.

2. Paragraph 3 of the Agreement is amended to read in full as follows:

Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work in the Exhibit "A," COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B," attached to the Agreement as originally approved. In consideration of CONTRACTOR's fulfillment of the promised work in Exhibit "A-1," COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-1," attached to Amendment No. 1 of the Agreement. In consideration of CONTRACTOR's fulfillment of the promised work in Exhibit "A-2," COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-2," incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

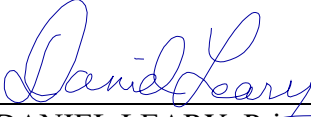
(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be TWO HUNDRED SIXTY SEVEN THOUSAND FIVE HUNDRED THIRTY TWO DOLLARS AND ZERO CENTS (\$267,532.00); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. The actual payments made under this Agreement for the work in Exhibits "A," "A-1," and "A-2" shall also not exceed the per task maximum amounts set forth in Exhibit "B," "B-1," and "B-2," respectively, 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 their 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.

3. Except as provided in Paragraphs 1-2, above, all other provisions of the Agreement as amended by Amendment No. 1 shall remain in full force and effect as approved previously.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 to Napa County Agreement No. 250052B effective as of January 27, 2026.

BELLECCI & ASSOCIATES, INC.

By 
DANIEL LEARY, Principal

“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 12, 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-2”

SCOPE OF WORK

In addition to the services included in Exhibits “A” and “A-1”, CONTRACTOR shall provide COUNTY with the following services for the Silverado Trail Intersection Improvements Project. Amendment No. 2 reduces the Level of Effort for Task 3 and adds a new Task 7:

TASK 3: DESIGN DEVELOPMENT - REVISED

Sanbell will provide Solar Powered Lighting Design at the Zinfandel Lane and Oak Knoll Avenue intersections.

TASK 7: STRUCTURAL ENGINEERING SUPPORT

In addition to the services already included in the original PSA, Sanbell has hired MP Structural Engineers, Inc. to provide structural engineering services for the Oak Knoll Avenue intersection with Silverado Trail.

Task 7.1: Storm Drain Culvert Structural Inspection

MP Structural Engineers, Inc. will inspect the existing shallow storm drain culvert at the intersection of Silverado Trail and Oak Knoll Avenue to ensure it can withstand the proposed vehicular loading over the culvert when the new southbound right turn lane is installed during construction. The scope of the structural engineering work shall include concrete scanning of the existing culvert, structural calculations to ensure the culvert can withstand vehicular loading, and custom structural details for backfilling over the existing culvert and culvert inlet adjustment details.

Exhibit “B-2”
COMPENSATION AND EXPENSE REIMBURSEMENT

The additional design funding allocated in Amendment No. 1 dated March 25, 2025, for the design of a southbound acceleration lane at the Oak Knoll Avenue intersection is no longer needed, as the County opted to remove the design alteration from the project scope after further review and analysis. The County will reallocate the remaining design budget from Amendment No. 1 (\$10,063) to the Task 7 structural engineering scope.

Amendment No. 1 (revised)																		Total
Task	Task Description	Prin Eng II	Prin Eng I	Prof. Eng I / Traf Eng	Eng III	Eng II	Assist Eng II	Assist Eng I	Survey Tech III	Prof Land Surv II	Survey, Chief	Survey, Jourm Rod	Survey, Appren	Total Hours	Total Civil Survey Costs	Environmental	10% Sub Mark Up	Total Fee
		\$278.03	\$274.10	\$172.65	\$162.56	\$134.53	\$114.91	\$98.09	\$145.74	\$246.64	\$153.50	\$130.61	\$112.44					
1	Environmental Planning Services (DJP&A)				6									6	\$975	\$34,198	\$3,420	\$38,593
2	Solar Powered Lighting Design (two intersections)	1	6	24			30							61	\$9,514			\$9,514
3	Design Revisions at Oak Knoll (SB acceleration lane)	1	6	21			17		12	2	8	8	8	83	\$12,916			\$12,916
		2	12	45	6	0	47	0	12	2	8	8	8	150	\$23,405	\$34,198	\$3,420	\$81,023

Amendment No. 2																		Total
Task	Task Description	Prin Eng II	Prin Eng I	Prof. Eng I / Traf Eng	Eng III	Eng II	Assist Eng II	Assist Eng I	Survey Tech III	Prof Land Surv II	Survey, Chief	Survey, Jourm Rod	Survey, Appren	Total Hours	Total Civil Survey Costs	Structural	10% Sub Mark Up	Total Fee
		\$278.03	\$274.10	\$172.65	\$162.56	\$134.53	\$114.91	\$98.09	\$145.74	\$246.64	\$153.50	\$130.61	\$112.44					
1	Structural Engineering for SD Culvert (incl. concrete scanning)			2										2	\$345	\$11,697	\$1,170	\$13,213
2	Staging Exhibits for Oak Knoll and Strawberry Patch		1	4			10							15	\$2,114			\$2,114
		0	1	6	0	0	10	0	0	0	0	0	0	17	\$2,459	\$11,697	\$1,170	\$15,326

COST PROPOSAL 1 PAGE 1 OF 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed X Prime Consultant Subconsultant ☐ 2nd Tier Subconsultant

Consultant Bellecci & Associates, a Sanbell Company

Project No. HSIP Cycle 11-Silverado Trail
Improvements Project

Contract No. _____

Date 12/17/2025**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
Prin Eng II	RB	9	\$99.20	\$892.80
Prin Eng I	AA, DL	39	\$97.80	\$3,814.20
Prof Eng I		190	\$61.60	\$11,704.00
Eng III		172	\$58.00	\$9,976.00
Eng II		192	\$48.00	\$9,216.00
Assist Eng II		245	\$41.00	\$10,045.00
Assist Eng I		22	\$35.00	\$770.00
Survey Tech III		36	\$52.00	\$1,872.00
Proj Land Surv II		10	\$88.00	\$880.00
Survey, Chief		32	\$54.77	\$1,752.64
Survey, Journ Rod		32	\$46.60	\$1,491.20
Survey, Appren		32	\$40.12	\$1,283.84

LABOR COSTS

a) Subtotal Direct Labor Costs	\$53,697.68
b) Anticipated Salary Increases (see page 2 for sample)	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$53,697.68

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>56.12%</u>)	e) Total Fringe Benefits	\$ 30,135.14
f) Overhead (Rate: <u>98.67%</u>)	g) Overhead [(c)x(f)]	\$ 52,983.50
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	0
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$83,118.64
FIXED FEE	k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee <u>10%</u>	\$13,681.63

1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs			\$0.670	\$0.00
Equipment Rental and Supplies				\$0.00
Printing				\$1,083.02
Plan Sheets			\$18.00	\$0.00
Sub-Markup				\$10,107.49
1) TOTAL OTHER DIRECT COSTS				\$11,190.51

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: TJKM	\$23,500.00
Subconsultant 2: DJPA	\$68,382.43
Subconsultant 3: MP Structural	\$8,697.36
Subconsultant 4:	\$0.00
m) TOTAL SUBCONSULTANTS' COSTS:	\$100,579.79
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]	\$111,770.30
TOTAL COST [(c) + (j) + (k) + (n)]	\$262,268.25

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

COST PROPOSAL 1 PAGE 2 OF 2
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$53,697.68	1011	=	\$53.11	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$53.11	+	0%	=	\$53.11	Year 2 Avg Hourly Rate
Year 2	\$53.11	+	0%	=	\$53.11	Year 3 Avg Hourly Rate
Year 3	\$53.11	+	0%	=	\$53.11	Year 4 Avg Hourly Rate
Year 4	\$53.11	+	0%	=	\$53.11	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	1011.0	=	1011.0	Estimated Hours Year 1
Year 2	0.00%	*	1011.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	1011.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1011.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1011.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1011.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$53.11	*	1011	=	\$53,697.68	Estimated Hours Year 1
Year 2	\$53.11	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$53.11	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$53.11	*	0	=	\$0.00	Estimated Hours Year 4
Total Direct Labor Cost with Escalation				=	\$53,697.68	
Direct Labor Subtotal before Escalation				=	\$53,697.68	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be approved.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Daniel Leary, Bellecci a Sanbell Company

Title: Principal

Signature: 

Date of Certification (mm/dd/yyyy): 12/17/2025

Email: dleary@sanbell.com

Phone Number: 925.685.4569

Address: 2290 Diamond Boulevard, Suit 100, Concord CA 94520

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Refer to the Contract Professional Services Agreement for the scope of work to be performed by the consultants design team.

COST PROPOSAL 1 PAGE 1 OF 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed Prime Consultant ☒ Subconsultant ☐ 2nd Tier SubconsultantConsultant MP Structural Engineers, Inc.Project No. HSIP Cycle 11-Silverado Trail
Improvements Project

Contract No. _____

Date 1/2/2026**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
Principal - Senior Engineer	Narasimha Prasanth Tanikella	43	\$72.00	\$3,096.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$3,096.00

b) Anticipated Salary Increases (see page 2 for sample)

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$3,096.00

INDIRECT COSTSd) Fringe Benefits (Rate: 50.00%)

e) Total Fringe Benefits \$ 1,548.00

f) Overhead (Rate: 122.00%)

g) Overhead [(c)x(f)] \$ 3,777.12

h) General and Administrative (Rate: 0.00%)

i) Gen & Admin [(c) x (h)] 0

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]

\$5,325.12

FIXED FEE**k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee 10%**

\$842.11

1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	120	miles	\$0.670	\$80.40
Equipment Rental and Supplies				\$0.00
Printing				\$0.00
Plan Sheets			\$18.00	\$0.00
Sub-Markup	1		\$153.73	\$153.73

1) TOTAL OTHER DIRECT COSTS

\$234.13

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: GPRS

\$2,200.00

Subconsultant 2:

Subconsultant 3:

\$0.00

Subconsultant 4:

\$0.00

m) TOTAL SUBCONSULTANTS' COSTS:

\$2,200.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]

\$2,434.13

TOTAL COST [(c) + (j) + (k) + (n)]

\$11,697.36

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).
All costs must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

COST PROPOSAL 1 PAGE 2 OF 2
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$3,096.00	43	=	\$72.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$72.00	+	0%	=	\$72.00	Year 2 Avg Hourly Rate
Year 2	\$72.00	+	0%	=	\$72.00	Year 3 Avg Hourly Rate
Year 3	\$72.00	+	0%	=	\$72.00	Year 4 Avg Hourly Rate
Year 4	\$72.00	+	0%	=	\$72.00	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	43.0	=	43.0	Estimated Hours Year 1
Year 2	0.00%	*	43.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	43.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	43.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	43.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	43.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$72.00	*	43	=	\$3,096.00	Estimated Hours Year 1
Year 2	\$72.00	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$72.00	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$72.00	*	0	=	\$0.00	Estimated Hours Year 4
Total Direct Labor Cost with Escalation				=	\$3,096.00	
Direct Labor Subtotal before Escalation				=	\$3,096.00	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
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 - 4 Calculations for anticipated salary escalation must be approved.
-

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	Narasimha D. 'Prasanth' Tanikella	Title:	Principal
Signature:		Date of Certification (mm/dd/yyyy):	1/5/2026
Email:	prasanth@mpstructural.com	Phone Number:	765-337-7929
Address:	2633 Celaya Cir, San Ramon, CA - 94583		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Refer to the Contract Professional Services Agreement for the scope of work to be performed by the consultants design team.