

**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 240285B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 (“Amendment No. 1) of NAPA COUNTY AGREEMENT NO. 240285B is made and entered into as of this 11th day of June 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and GHD. INC. a California corporation, whose mailing address is 2235 Mercury Way, Suite 150, Santa Rosa, CA 95407, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY entered into Napa County Agreement No. 240285B with CONTRACTOR on February 27, 2024 (“Agreement”), to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the North County Crossroads Paving Project, RDS 24-08 (“Project”); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase the scope and compensation in order to provide 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 this Agreement as originally approved, and those additional services set forth in Exhibit "A-1," attached to Amendment No. 1 of the Agreement, said Exhibits being incorporated by this reference herein.


2. Paragraph 3, subparagraph (c), of the Agreement is amended to read in full as follows:

Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be **Five Hundred Seventy-Two Thousand Four Hundred Thirty-Eight AND 00/100 DOLLARS (\$572,438)**; 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. Except as provided in paragraphs (2) and (3), above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to Napa County Agreement No. 240285B as of the date first above written.

GHD, Inc.

By 
MICHAEL BORAKS, Vice President

By 
Patricia Osoko, Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley</u> Deputy County Counsel Date: <u>May 30, 2024</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT “A-1”

SCOPE OF WORK

The CONTRACTOR will provide COUNTY with the following additional services for the North County Crossroads Paving Project, RDS 24-08:

- Consultation and Construction Observation and Testing
 - Preconstruction meetings.
 - Review submittals and/or RFIs as necessary.
 - Site visits to observe, test, and sample materials.
 - Density testing on the baserock backfill of the new culvert on Tubbs Lane.
 - Density testing of asphalt.
 - Laboratory asphalt testing.
 - Report with a summary of test results and conformity to Caltrans requirements and project specification.

Compensation:

Task 1.1: Additional Project Management and Coordination: \$5,090

Task 10: Geotechnical Consultation and Material Testing by Miller Pacific Engineering: \$99,855

Task 10 shall be billed hourly. See next page for hourly breakdown.

CONTRACTOR shall be compensated at the rates set forth above for the additional services for a new amount not to exceed of \$572,438.



MILLER PACIFIC ENGINEERING GROUP
a California corporation
SCHEDULE OF CHARGES
PROFESSIONAL ENGINEERING AND TESTING SERVICES

<u>Professional and Technical Personnel</u>	<u>Hourly Rate</u>
Project Assistant/Word Processor	\$98.98
Engineering Technician	\$124.20
Senior Technician	\$134.55
Prevailing Wage	\$155.25
Staff Engineer/Geologist	\$155.25
Project Engineer/Geologist.....	\$175.95
Senior Engineer/Geologist.....	\$207.00
Associate Engineer/Geologist	\$238.05
Principal Engineer/Geologist	\$269.10

A La Carte Laboratory Testing

(Will be charged at the hourly rate above unless otherwise noted in the Agreement and Proposal)

Modified 4 in. Compaction Curve/Checkpoint	ASTM D 1557	\$280
Sieve Analysis (w/ -200 wash)	ASTM D 422.....	\$200
Minus 200 Sieve Wash	ASTM D 1140	\$150
Atterberg Limits	ASTM D 4318.....	\$300
Expansion Index	ASTM D 4829	\$350
Moisture Content/Density	ASTM D 2937	\$75
Unconfined Compression	ASTM D 2166.....	\$150
Hydrometer	ASTM D4829.....	\$250
Reporting Fee	\$100 per test request	
Transportation Fee (for samples dropped off at Novato/Napa Office).....	\$50	
Rush Testing	Add 50% to the Total of all Laboratory Testing	

Other Inside Charges

Mileage.....	\$0.68 per mile
Vehicle (Field)	\$9 per hour
Nuclear Density Gauge	\$8 per test
Inclinometer	\$160 per day / \$90 per half day
Laser Level/Floor Level	\$25 per day
Sampling Equipment	\$50 per day / \$30 half day

Outside Services Cost + 20%

Includes exploration equipment, instrumentation, in-situ monitoring, outside/specialized laboratory testing, per diem, shipping, courier/delivery services, outside reproduction, and other services and supplies not normally provided.

*NOTES:

1. Field site visits and travel time are normal hourly rates, portal to portal.
2. Overtime – Weekday add \$35
Overtime – Weekend/Holiday/Night add \$45*
 *(4- and 8-hour minimums)
3. Rates are for normal Geotechnical Engineering and Geological services. Rates for depositions and testimony are \$580 per hour for Principal; \$520 per hour for Associate; and \$440 per hour for Senior. All other personnel are \$350 per hour. These fees are due and payable at the time of service.
4. Schedule of charges is effective as of 2024 for Napa County Projects. It is subject to revision annually and at other times without notice.