

**AMENDMENT NO. 1
TO
NAPA COUNTY AGREEMENT NO. 220333B**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 22033B is made and entered into as of this ____ day of **April, 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 needs 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 COUNTY also needs fire stop inspections requested by the Fire Marshall; and

WHEREAS, the parties desire to amend the Agreement to add this scope of work and increase the maximum compensation by \$321,125.00;

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 2 of the Agreement is amended to read in full as follows:
 2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibits “A” and “A-1” 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 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 **Six Hundred Ninety-One Thousand Three Hundred Fifty and 00/100 Dollars (\$691,350.00)** 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. 1 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 not addressed in this Amendment No. 1 shall remain in full force and effect.

4. This Amendment No. 1 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. 1 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. 1 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

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel Date: <u>March 5, 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”

ADDITIONAL SCOPE OF SERVICES

Based on the construction progress of the project relative to Contractor's scope of services, additional services and budget beyond Contractor's original estimate will be needed to complete the project. The County has also requested that Contractor provide firestop inspection services, which were not included in our original scope. Based on Contractor's records and conversations with County and the project management team (Vanir and Broward Construction), we anticipate the remaining and additional scope:

- Geotechnical Testing and Observation:
 - Finish grading in flatwork areas, parking areas, and driveways.
 - Underground utility installation and backfill (remaining wet/dry utilities).
 - Hot-mix asphalt (HMA) paving of parking lots and driveways.
 - Grading/earthwork for offsite improvements.
 - Laboratory testing for HMA, proctor curves.
- Materials Testing and Special Inspection:
 - Concrete for various footings and slab-on-grade (SOG), elevated concrete decks for Buildings C, D, E, F, and G. Post-installed anchor observation, sampling, and testing.
 - Elevated concrete deck moisture testing.
 - Rebar inspections for foundations, SOGs, pools, and flatwork areas.
 - Concrete Masonry Unit (CMU) construction for Buildings E, F, and G.
 - Structural steel (shop) – periodic and continuous welding inspection.
 - Structural steel (field) – periodic and continuous field welding inspections, NDT testing. High strength bolt testing.
 - Laboratory testing for concrete/grout compressive strength.

Firestop Inspections:

- On-site inspection of installed firestop systems, per ASTM E2174.
- On-site inspection of installed fire resistive joint systems and perimeter fire barriers, per ASTM E2393.
- Inspections will range from 100 percent to 50 percent of the installed firestop improvements per our discussions with the Fire Marshall.
- We have assumed that 1,000 hours will be required for firestop inspections.

Special inspection services in excess of Contractor's originally anticipated scope are due mainly to more than anticipated testing and inspection requests due to inherent unknowns at the time of original proposal preparation. A detailed project schedule, welding shop drawings, precast modular detention

cell drawings and offsite improvement plans were not available for Contractor's review at that time. Additionally, firestop inspection was not part of Contractor's original scope of work.

ESTIMATED ADDITIONAL FEES

Contractor will provide the scope of services described in this proposal on a time-and-materials basis in accordance with the attached 2022 *Schedule of Fees*, which is incorporated into and made part of this proposal.

Additional Service	Estimated Fee
Grading/Earthwork	\$40,600
Concrete	\$19,250
Masonry	\$58,650
Structural Steel – Shop	\$18,600
Structural Steel – Field	\$24,325
Project Management / Engineering Review	\$24,700
Additional Scope of Work	Estimated Fee
Firestop Inspection	\$135,000
	TOTAL ADDITIONAL FEES
	\$321,125