

**AMENDMENT NO. 1 TO LAKE BERRYESSA RESORT
IMPROVEMENT DISTRICT AGREEMENT NO. 240306B (LBRID)
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 TO LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT AGREEMENT NO. 240306B (LBRID) is made and entered into effective as of the 23rd day of July, 2024, 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 Way, 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 March 26, 2024, DISTRICT and CONTRACTOR entered into Agreement No. 240306B (Agreement) for specialized services related to CONTRACTOR’s prior work initiated in 2017 when the Central Valley Regional Water Quality Control Board issued DISTRICT a Notice of Violation regarding insufficient wastewater system capacity during winter months; and

WHEREAS, DISTRICT anticipated CONTRACTOR performing additional services related to the wastewater ponds (Project) once financial assistance for the work was approved through the Clean Water State Revolving Fund (CWSRF) program, including updating and completing partial plans and specifications prepared by CONTRACTOR in 2018; and

WHEREAS, on July 2, 2024, DISTRICT received the fully executed CWSRF funding agreement and DISTRICT now requires additional specialized services from CONTRACTOR, the designer of the Project to date, to update and finalize the plans and specifications for the Project to address requirements of the funding agreement and minor reworking of certain design elements added to the Project during the extended funding application period; and

WHEREAS, CONTRACTOR is available to revise and finalize the design drawings and specifications in anticipation of advertising the project for construction bids in late 2024; and

WHEREAS, the Parties now wish to amend the Agreement to modify and increase the scope of CONTRACTOR’s services, extend the term of the contract, utilize the remaining funds in the Agreement and to increase the maximum compensation payable under the Agreement by \$125,883 to reflect such changes;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend LBRID Agreement No. 240306B as follows:

TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall be effective retroactively to January 1, 2024, and shall expire on June 30, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to DISTRICT shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), 21 (Access to Records/Retention), and 24 (Standard of Care).

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

2. **Scope of Services.** CONTRACTOR shall perform additional geotechnical design work to investigate existing subsurface conditions in and around the Ponds 1 – 3 earthen berms holding and biologically treating wastewater discharged into the community sewer collection system. A Geotechnical Report shall be the basis of design for upgrading the berms to comply with Central Valley Regional Water Quality Control Board facility guidelines, as further set forth in Exhibit “A” attached hereto and hereby incorporated by reference. CONTRACTOR shall also revise the construction drawings and specifications for the Project and provide construction bid phase assistance as further described in Exhibit “A-1” and its attachments, attached hereto and hereby incorporated by reference.

3. 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, DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibit “B” attached hereto and hereby incorporated by reference. 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.”

(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 One Hundred Eighty-Six Thousand, Seventy-One Dollars (\$186,071.00) 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.

4. Exhibit “A-1” and its Attachments listed here are attached hereto and hereby incorporated by reference:

- Attachment 1 to Exhibit “A-1”: Proposal for LBRID WWTP Vertical Trench Drain, Inlet Piping Replacement, Surface Drainage Improvements and Dike Reconstruction Design Project from GHD dated May 30, 2024.
- Attachment 2 to Exhibit “A-1”: Project Estimating Sheet from GHD dated May 30, 2024.

5. This Amendment No. 1 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 not addressed in this Amendment No. 1 shall remain in full force and effect.

6. 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.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Amendment No. 1 is executed by the Lake Berryessa Resort Improvement District, acting by and through the Chair of the Governing Board, and by the Contractor through its duly authorized officers.

GHD, INC:



By _____
 DAVID LINDOW, Vice President



By _____
 ALEX CULICK, Vice President

LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, a Special District of the State of California

By: _____
 JOELLE GALLAGHER, Chair of the Governing Board of Lake Berryessa Resort Improvement District

<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>July 11, 2024</u></p>	<p>APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Secretary of the District</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District</p> <p>By: _____</p>
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EXHIBIT “A-1”

SCOPE OF SERVICES AND COMPENSATION

I. SCOPE OF SERVICES

CONTRACTOR shall provide professional engineering services to revise the design drawings and specifications for the Groundwater Inflow Mitigation Project (also known as the LBRID WWTP Vertical Trench Drain, Inlet Piping Replacement, Surface Drainage Improvements and Dike Reconstruction Design Project) in anticipation of advertising the project for construction bids in late 2024. For itemization of the scope of services, refer to GHD, Inc. proposal dated May 30, 2024, 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 dated May 30, 2024, attached hereto and incorporated by reference as Attachment 2 to this Exhibit.