

**AMENDMENT NO. 3
TO
NAPA COUNTY AGREEMENT NO. 220333B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 3 to NAPA COUNTY AGREEMENT NO. 220333B is made and entered into as of this ____ day of September, 2025, 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 approved Amendment No. 2 to the Agreement on December 17, 2024, 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, COUNTY needs to increase the contract amount for additional scope related to environmental assessment of soil stockpiles, and for inspection services beyond CONTRACTOR’s originally anticipated estimate for fire stop inspections added through Amendment No. 1; and

WHEREAS, the parties desire to modify this Agreement to memorialize the changes to the scope of work and the additional compensation of \$28,791 associated with those changes, and to extend the term of the Agreement to allow for final payment;

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on December 31, 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 COUNTY 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 27 (Standard of Care).

2. 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," "A-1," and "A-3" 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, 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 Ninety-Six Thousand Two Hundred Eleven Dollars (\$796,211.00) 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.

4. This Amendment No. 3 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. 3 shall remain in full force and effect.

5. This Amendment No. 3 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

6. This Amendment No. 3 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. 3 and shall have the same force and effect as a manually executed original.

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

GEOCON CONSULTANTS INC.

By  _____
JOSEPH VETTEL, CEO

By  _____
BILL LYDON, CFO

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel Date: <u>September 1, 2025</u> <u>PL Doc. No. 137961</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-3
SCOPE OF SERVICES**

CONTRACTOR shall perform additional services consisting of firestop inspections and environmental assessment of soil stockpiles, as further described in CONTRACTOR's "Additional Services Request No. 3" dated July 10, 2025.



Project No. S1604-05-05
July 10, 2025

VIA ELECTRONIC MAIL

Nate Galambos, PE
Napa County Public Works
1195 Third Street, Room 101
Napa, California 94559

Subject: ADDITIONAL SERVICES REQUEST NO. 3
 GEOTECHNICAL AND SPECIAL INSPECTION SERVICES
 NAPA COUNTY REPLACEMENT DETENTION FACILITY
 2210 NAPA VALLEJO HIGHWAY, NAPA, CALIFORNIA

Mr. Galambos

In accordance with Agreement 220333B dated February 28, 2023, we have provided geotechnical testing and observation, materials testing, special inspection, and environmental consulting services for the Napa County Replacement Jail located at 2210 Napa Vallejo Highway in Napa, California.

Below is a summary of the contract and amendment values to date.

Contract/Amendment	Date	Amount	Total Contract Amount
Original Contract	02/28/2023	\$370,225	\$370,225
Amendment #1	04/09/2024	\$321,125	\$691,350
Amendment #2	12/17/2024	\$76,060	\$767,420

As of the date of this letter, we have posted \$796,211 which results in a current overbudget amount of \$28,791. This overbudget amount includes the following additional scope items:

- Additional Special Inspections including Firestop Inspections: \$19,141
- Soil Stockpile Environmental Assessment: \$9,650

As our services are now complete for the project, below is a summary of Additional Services Request #3.

Contract/Amendment	Date	Amount	Total Revised Contract Amount
Amendment #3	07/10/2025	\$28,791	\$796,211

If this request meets with your approval, please issue Amendment #3 to our existing Agreement.

Please contact us if you have any questions or if we may be of further service.

Respectfully Submitted,

GEOCON CONSULTANTS, INC.



Jeremy Zorne, PE, GE
Senior Engineer