

AMENDMENT NO. 2 TO
NAPA COUNTY AGREEMENT NO. 240426B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 (“Amendment No. 2”) of NAPA COUNTY AGREEMENT NO. 240426B is made and entered into as of this 21st day of October 2025, 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. 240426B with CONTRACTOR on June 25, 2024 (“Agreement”), to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the Deer Park Region and West Zinfandel Paving Project, RDS 25-02 (“Project”); and

WHEREAS, on April 22, 2025, the COUNTY and CONTRACTOR executed Amendment No. 1 of the Agreement to increase the scope and maximum compensation by \$45,090 from \$279,080 to \$324,170 in order to provide additional engineering design and support services for the Project; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to further increase the scope and maximum compensation by \$170,740 from \$324,170 to \$494,910 in order to provide additional engineering design and support services for the Project.

TERMS

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

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

- (a) Rates. In consideration of CONTRACTOR’s fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the fixed price of \$494,910 at the fixed prices set forth in Exhibit “B-1,” attached hereto and incorporated by reference herein.
- (b) Expenses. No travel or other expenses will be reimbursed by the COUNTY.
- (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be **FOUR HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED TEN AND 00/100 DOLLARS (\$494,910)**; 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.

2. Paragraph I, of Exhibit “A” Scope of Work is amended to read in full as follows:

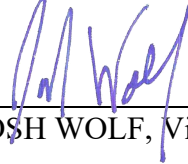
CONTRACTOR shall provide professional engineering services to complete design of the Deer Park Region and West Zinfandel Paving Project, produce documents suitable for use in competitive bidding, and provide support during the bid and construction phases of the Project. CONTRACTOR shall provide those services set forth in its proposal dated June 12, 2024, incorporated by reference into the original Agreement as Attachment A1, as set forth in its amended proposal, incorporated by reference into Amendment No. 1 as Attachment A2, and as set forth in its amended proposal, attached hereto and incorporated by reference as Attachment A3, for itemization of the work scope.

3. Except as provided in paragraphs (1) and (2), above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 to Napa County Agreement No. 240426B as of the date first above written.

GHD, Inc.

By  _____
JOSH WOLF, Vice President

By  _____
PATRICIA OSOKO, Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Ryan FitzGerald</u> Deputy County Counsel Date: <u>September 30, 2025</u> PL No.: <u>139962</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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ATTACHMENT A3

Amended Proposal

The CONTRACTOR will provide COUNTY with the following additional services for the Deer Park Region and West Zinfandel Paving Project, RDS 25-02:

Per conversations with the County about changes in the project roadway segments, GHD is providing this amendment to the Deer Park Region and West Zinfandel Pavement Project, RDS 25-02 (“Project”). The project originally included the rehabilitation of five segments of roadway in the Deer Park/Sanitarium area of Napa County. The project previously added segments of Silverado Trail and Big Ranch Road via Amendment No. 1 that were included in the Bale, Big Ranch, Lodi, Silverado Trail, and West Zinfandel Paving Project, RDS 25-06 that went to bid in June 2025. This proposal includes the addition of White Cottage Road and College Avenue, which will be included in the Deer Park/Sanitarium area roadway segments bid package scheduled to be constructed in 2026.

GHD and our team will be providing design engineering services to the County to generate bid and construction documents for the expanded project and will support construction with engineering support services during construction.

Project Understanding and Approach

The project includes geotechnical exploration and pavement rehabilitation recommendations, and the design of the roadway rehabilitation of the segments listed below. Along with the design, a basis of design document examining existing conditions and evaluating potential safety and bicycle improvements along each roadway will be developed.

The two additional segments below are being added to the project.

<i>Roadway Segment</i>	<i>Segment Length (mi)</i>
White Cottage Road (Ink Grade to Deer Park)	3.8
College Avenue (White Cottage to Howell Mtn)	0.8

Pavement Evaluation and Design Recommendation Report was previously completed and delivered to the County by Miller Pacific Engineering Group (MPEG) for Big Ranch Road. The selected rehabilitation methodology is a 3” mill and fill from edge of pavement to edge of pavement.

GHD has previously evaluated digouts on this section of Silverado Trail and it’s been determined that due to the high percentage of roadway in need of a dig out that an alternate method would be

used. Through conversations with the County and MPEG. The selected rehabilitation methodology is a 3" mill and fill from edge of pavement to edge of pavement, along with an additional 3" dig outs in the worst of the areas.

It is our understanding that no significant improvements beyond pavement rehabilitation and striping/signage upgrades are planned as part of the project. Significant utility impacts are also not anticipated or included in our base services.

Our team has delivered several similar projects in Napa County and in the surrounding area and look forward to working with the County to deliver this expanded roadway project.

Budget will be added to the existing contract with the scope including the same tasks as the original contract.

Scope of Work

The following tasks define the additional scope of work associated with expanding the project to include the segments White Cottage Road and College Avenue, as described above.

Task 1 - Project Management and Coordination

Same as original contract with two additional field meetings included.

Task 2 – Base Mapping, Limited Survey and Utility Coordination

Same as original contract plus topographic survey at the intersection of Deer Park Road and White Cottage Road, as described below:

Task 2.1: Topographic Survey of Deer Park/White Cottage/Howell Mountain

The topographic survey will be at a drawing scale of 1 inch = 20 feet, unless otherwise requested, with a one-foot contour interval. The ground topographic survey will include the following:

- Topographic survey coverage area will be a strip, 10 feet beyond the edges of pavement (where accessible), starting at the intersection of Deer Park/White Cottage/ Howell Mountain Roads and centered on the following roads:
 - o Deer Park Road, southwesterly 200 feet;
 - o White Cottage Road, northwesterly 150 feet;
 - o Howell Mountain Road, northeasterly 200 feet and
 - o Old Howell Mountain Road, southeasterly 100 feet.
- Topographic survey will obtain features to produce a topographic map of the project area, including the following, as we deem necessary: edges of pavement, curb lines, utility boxes, manhole rims, inlet grates, fire hydrants, utility markings on the pavement, utility poles, driveway locations, sidewalks, trees six (6) inches and larger, retaining walls and any other pertinent information that could apply to the project during design.

- Topographic survey will be provided on North American Vertical Datum of 1988 as established by GNSS observations.
- Topographic map will horizontally relate to California Coordinate System of 1983, Zone II, Epoch 2017.50.
- A BOUNDARY SURVEY IS NOT A PART OF THIS SCOPE OF WORK.

Deliverables: Sealed & stamped PDF of Topographic Survey Map and the AutoCAD “dwg” used to create the PDF will also be provided for your convenience.

Task 3 – Geotechnical Investigation and Pavement Recommendations

Additional Scope added as part of this amendment for the addition of White Cottage Road and College Avenue.

Task 4 – Preliminary Engineering, 35% Plans and Estimate and Basis of Design

Same as original contract.

Task 5 –90% PS&E

Same as original contract.

Task 6 –100% PS&E (FINAL BID READY)

Same as original contract.

Task 7 – Bid Phase Services

Same as original contract.

Task 8 – Construction Support Services

Same as original contract.

Contingency

There is no GHD fee contingency set aside for this project.

Assumptions

Same as original contract.

Project Schedule

These segments will be folded into the original project schedule to be constructed in 2026.

Fee Estimate

The additional fee for these segments is \$170,740.

Closing

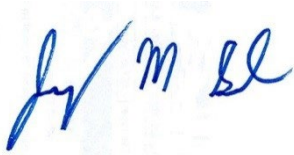
It is assumed that upon agreement of the scope of work for Amendment 1 to the Deer Park Region and West Zinfandel Pavement Project, RDS 25-02, the County and GHD will prepare an amendment to the Professional Services Agreement.

The Notice to Proceed will be the date of written authorization by the County to proceed or when GHD receives the fully executed contract for the work.

If you have any questions or comments regarding this proposal, please feel free to call me at 707-540-9612.

Sincerely,

GHD Inc.

A handwritten signature in blue ink, appearing to read "Jy M Schmal", is written over a light blue rectangular background.

Jeremy Schmal, PE

Project Manager

(707) 540-9612

Cc: Bill Silva, PE, GHD Principal

Compensation:

Fixed Fee of \$170,740.

CONTRACTOR shall be compensated at the rates set forth above for the additional services for a new amount not to exceed of \$494,910.

EXHIBIT “B-1”

FIXED FEE COMPENSATION

Task 1 - Project Management and Coordination	\$ 25,390
Task 2 - Base Map, Survey, and Utility Coordination	\$ 84,240
Task 3 - Geotechnical Investigation and Pavement Recommendations	\$ 90,680
Task 4 - Preliminary Engineering and Basis of Design:	\$ 116,120
Task 5 - 90% PS&E	\$ 90,550
Task 6 - 100% PS&E	\$ 57,530
Task 7 - Bid Phase Services	\$ 12,530
<u>Task 8 - Construction Support Services:</u>	<u>\$ 17,870</u>
TOTAL:	\$ 494,910

CONTRACTOR shall be compensated at the rates set forth above in an amount not to exceed \$494,910.