

**AMENDMENT NO. 1 TO  
NAPA COUNTY AGREEMENT NO. 250176B  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 250176B** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 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 943 Reserve Drive, Roseville, CA 95678, hereinafter referred to as “CONTRACTOR.”

**RECITALS**

**WHEREAS**, COUNTY and CONTRACTOR entered into Napa County Agreement No. 250176B on September 10, 2024 (the “Agreement”) to obtain specialized services, as authorized by Government Code section 31000, in order to provide civil engineering and associated services for the Devlin Road – Soscol Ferry Road Intersection Roundabout Project, hereinafter referred to as “Project”; and

**WHEREAS**, Paragraph 2 of the Agreement indicates the Agreement does not include all the work necessary to complete the Project and that parties intend to amend the Agreement later, after additional work is known and funding is available; and

**WHEREAS**, COUNTY has since identified additional work for CONTRACTOR to perform on the Project, and desires to increase the funds available under the Agreement by \$110,552 to compensate CONTRACTOR for the additional services being provided.

**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 perform project management, civil engineering, and related services for the Project, as further described in Exhibits “A” and “A-1,” attached hereto and hereby incorporated by reference. COUNTY and CONTRACTOR recognize the scope of services in Exhibits “A” and “A-1” do not represent all the work necessary to complete the Project, and the parties intend to amend this Agreement after the additional scope is known and funding is available.

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 at the rates set forth in Exhibits "B" and "B-1," attached hereto and hereby incorporated by reference. The rates in Exhibit "B" apply to the Scope of Services in Exhibit "A" and the rates in Exhibit "B-1" apply to the Scope of Services in Exhibit "A-1."

(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 Two Hundred Thirty-Three Thousand Four Hundred Seventy-Eight Dollars (\$233,478.00) for professional services; 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. Exhibits "A-1" and "B-1" are attached hereto and hereby incorporated by reference.

4. 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 Amendment No. 1 shall remain in full force and effect.


5. 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.

6. 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 left blank intentionally]*

**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 officers.

GHD, INC.

By   
KAMESH VEDULA, 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”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>March 11, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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## EXHIBIT “A-1”

### SCOPE OF SERVICES

CONTRACTOR shall provide COUNTY with the following services for the Devlin Road – Soscol Ferry Road Intersection Roundabout Project:

#### **Task 1 – Project Management**

This task includes the additional labor to prepare meetings agendas/notes and related correspondence for each of the bi-weekly meetings, schedule updates, correspondence with the County and subconsultants, and coordination with Caltrans for final project approval. This includes two hours a month for project billing is also included in this task. The duration of this task is assumed to be six months.

#### **Task 2 – Incidental Take Permit for Swainson's Hawk**

Swainson's hawks are listed as threatened under the California Endangered Species Act, and four known nests of the species are located within less than a 0.5 mile of the Project site. It is possible that those sites (and potentially others) could be active during the Swainson's hawk nesting season in 2025.

With an ITP in place, the Project would be at a minimal risk of being stopped during construction in the event that an active Swainson's hawk nest is observed within 0.5 miles of the Project site.

GHD is already preparing an ITP for the Swainson's hawk on behalf of the Project. This will include preparing a biological assessment report for Swainson's hawk in accordance with CDFW's requirements to support the ITP application. This report will include a detailed description of the Devlin/Soscol Road Project, along with an analysis of the potential for incidental take of Swainson's hawk due to Project activities. The analysis will identify all known occurrences of active nests and previously active nest trees within a 0.5 mile radius of the Project site. The assessment will evaluate the likelihood of take and potential impacts on regional Swainson's hawk populations, considering population trends, known threats, and impacts from related activities or projects. A comprehensive jeopardy analysis will be provided to assess whether the issuance of the ITP would jeopardize the species' continued existence. This analysis will examine the species' ability to survive and reproduce in light of the proposed Project. The assessment will also propose avoidance, minimization, and mitigation measures based on discussions with CDFW to fully mitigate any impacts to Swainson's hawk. The biological assessment will also identify available funding sources for the implementation of mitigation measures, including mitigation banks available for Swainson's hawk (as necessary). Credits may be purchased from a CDFW-approved conservation or mitigation bank, which is a privately or publicly managed land dedicated to preserving natural resource values. The application will summarize information about the Project and identify the responsibilities of the CDFW and the County for implementing the actions. This task also includes one round of revisions after County comments and the preparation of the Final ITP Application Package.

GHD biologists will respond to one round of comments and revisions from CDFW on the biological assessment report and the overall ITP application package. This task also includes facilitation of any necessary consultations or site visits required by CDFW. As required with the issuance of an ITP by CDFW, a monitoring and reporting plan will also be developed to ensure compliance with the avoidance, minimization, and mitigation measures developed in the preparation of the biological assessment report, and through coordination with CDFW.

#### **Limitations / Assumptions**

- The County will be responsible for paying all fees related to the application, as well as any required mitigation bank credits. We will submit the ITP application through CDFW's EPIMS site on the County's behalf.
- It is anticipated that some form of biological monitoring and continuing surveys for the species will be required throughout the Project construction phase during the nesting season. However, this scope of work does not include that task, given that we will not know the level of monitoring/survey effort that will be needed until after the issuance of the ITP and through coordination with CDFW.

### **Task 3 – Civil Support**

This task includes the additional labor for GHD to assist the County with civil related items as part of the Caltrans final approval process. This includes the ROW certification, encroachment permit, additional Caltrans PS&E updates due to comments received on the 100% resubmittal, DEER update, and Stormwater Data Report update requested by Caltrans.

### **Task 4 – ROW Support**

This task includes the additional effort for our ROW consultant, ARWS, as a result of additional services that have been required due to the additional coordination with the private property land owners. This request includes project management, acquisition and negotiation tasks, and appraiser's review and response for the Moreland property.

#### **Ishaq Property**

- Obtain signatures of property owners on ROW Contract Amendment and Temporary Construction Easement correction deed. Review signed amendment package for completeness and accuracy and transmit to County for review and approval by County Counsel and Board of Supervisors.
- Coordinate transmittal of approved acquisition documents to escrow along with check for payment of settlement amount through escrow.
- Monitor and coordinate as necessary with escrow for recording and closure of acquisition.

#### **Moreland Property**

- Formally review and provide response to property owner's appraisal and counter offer.
- Draft a formal counter offer response to property owner at County direction.
- Negotiate price and terms with property owner based on County direction.
- Update acquisition documents based on settlement between the parties.
- Obtain acceptance of contract terms and signatures of ROW contract and acquisition documents.
- Review signed acquisition package for completeness and accuracy and transmit to County for review and approval by County Counsel and Board of Supervisors.
- Upon approval by County, request check to Escrow Company for payment of settlement amount to property owner through escrow.
- Prepare escrow instructions, escrow package and coordinate with County staff on transmittal of approved documents to escrow for final review and recording.
- Monitor and coordinate as necessary with escrow for recording and closure of acquisition.
- Additional cost of splitting the purchase agreement into two at the landowner's request.

**EXHIBIT “B-1”**

**COMPENSATION AND FEE SCHEDULE**

**Summary of Fee Adjustments**

Further breakdown of the fees listed below is attached to the correspondence from GHD to Juan Arias, Deputy Director of Public Works, dated December 20, 2024, regarding “Scope of Additional Work #6.” The hourly rates shown therein are hereby incorporated by reference.

Below is a summary of the fee changes.

Task 1 – Increase by \$11,420

Task 2 – Increase by \$40,765

Task 3 – Increase by \$23,860

Task 4 – Increase by \$23,100

Salary Increases\* - \$11,407

Total Increase to Project Budget - \$110,552

\* The original contract term of Agreement No. 210222B ended on June 30, 2021. As this project has extended past the original assumed project delivery date, GHD included a line item in this extra work to account for the increase in salaries work performed from July 1, 2024, through June 30, 2025. The “salary increases” line-item cost assumes a 5% per year salary adjustment and starting from staff’s current salaries/bill rates.