

**AMENDMENT NO. 2 TO LAKE BERRYESSA RESORT  
IMPROVEMENT DISTRICT AGREEMENT NO. 230149B (LBRID)**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 2 TO LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT AGREEMENT NO. 230149B (LBRID)** is made and entered into effective as of the \_\_\_\_ day of October, 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 Water 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 September 13, 2022, DISTRICT and CONTRACTOR entered into Agreement No. 230149B (Agreement) for geotechnical investigations and design services for the Sewer Lift Station A Tank Replacement Project (Project); and

**WHEREAS**, construction bids received for the Project exceeded the available budget and all bids were rejected by the Governing Board on August 8, 2023; and

**WHEREAS**, on December 19, 2023, Amendment No. 1 to the Agreement was approved by the Governing Board for CONTRACTOR to redesign several components of the Project to reduce construction costs to within the DISTRICT’s available budget; and

**WHEREAS**, new construction bids were opened on August 23, 2024 and the project was awarded to Piazza Construction of Penngrove, CA on September 10, 2024; and

**WHEREAS**, the DISTRICT requires construction management and inspection services to ensure the Project is constructed according to CONTRACTOR’s design, and the CONTRACTOR’s familiarity with the Project design makes them the most qualified to oversee construction activities, perform required field testing during construction, and ensure the Project is built per the construction drawings and specifications; and

**WHEREAS**, constructions management and inspection services were not factored into the original Agreement or Amendment No 1, but are necessary for the successful completion of the Project; and

**WHEREAS**, the Parties now wish to amend the Agreement to modify and increase the scope of CONTRACTOR’s services, and increase the maximum compensation payable under the Agreement by \$229,089 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. 230149B as follows:

## TERMS

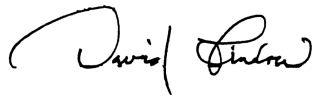
1. Paragraph 2 of the Agreement is amended to read in full as follows:
  2. **Scope of Services.** CONTRACTOR shall provide all services necessary to complete geotechnical investigations and design services for the Sewer Lift Station A Tank Replacement Project, as further described in Exhibit “A” and its Attachment 1, attached hereto and hereby incorporated by reference. CONTRACTOR shall also revise the construction drawings and specifications for the Project as further described in Exhibit “A-1” and its Attachments, attached hereto and hereby incorporated by reference. CONTRACTOR shall also furnish full-time construction management and inspection services as further described in Exhibit “A-2” and its Attachments, 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 scope of Services in Exhibit “A,” DISTRICT shall pay CONTRACTOR at the hourly rates set forth in Attachment 2 to Exhibit “A.” 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.” In consideration of Contractor’s fulfillment of the scope of services in Exhibit “A-2,” DISTRICT shall pay CONTRACTOR at the rates set forth in Attachment 2 to Exhibit “A-2.”
    - (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 Four Hundred Sixty-Eight Thousand, Eight Hundred Seventy-Seven Dollars (\$468,877) 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.
3. Exhibit “A-2” and its Attachments listed here are attached hereto and hereby incorporated by reference:
  - Attachment 1 to Exhibit “A-2”: Proposal for LBRID LSA Sewer Tank Replacement Project Construction Management and Observation from GHD dated May 31, 2024.
  - Attachment 2 to Exhibit “A-1”: Project Fee Estimating Sheet from GHD dated May 31, 2024.
4. This Amendment No. 2 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 and Amendment No. 1 not addressed in this Amendment No. 2 shall remain in full force and effect.

- This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

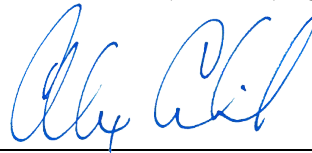
**IN WITNESS WHEREOF**, this Amendment No. 2 to LBRID Agreement No. 230149B (LBRID) is executed by the Lake Berryessa Resort Improvement District acting by and through the Chair of its Governing Board, and by the Contractor through its duly authorized officers.

GHD, INC., a California Corporation



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

<p>APPROVED AS TO FORM Office of County Counsel / District Legal Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel</p> <p>Date: <u>October 1, 2024</u> PL Doc. No. 120781</p>	<p>APPROVED BY BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors / Secretary of the District</p> <p>By: _____</p>
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## **EXHIBIT “A-2”**

### **SCOPE OF SERVICES AND COMPENSATION**

#### **I. SCOPE OF SERVICES**

CONTRACTOR shall provide construction management and observation during construction of the LBRID Sewer Lift Station A Tank Replacement Project. For itemization of the scope of services, refer to GHD, Inc. proposal dated May 31, 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 (for LBRID Sewer LSA Tank Replacement Project, Project # 12602162) dated May 31, 2024, attached hereto and incorporated by reference as Attachment 2 to this Exhibit.



2235 Mercury Way, Suite 150  
Santa Rosa, California 95407  
United States  
www.ghd.com

Our ref: 12589153

May 31, 2024

Christopher Silke, PE  
Engineering Manager – Water Resources  
County of Napa  
Flood Control and Water Conservation District  
804 First Street  
Napa, CA 94559

## Proposal for LBRID LSA Sewer Tank Replacement Project Construction Management and Observation

Dear Mr. Silke:

Per your request and based on our recent discussions, GHD is pleased to present this proposal to provide construction management and observation for the LSA Sewer Tank Replacement Project. GHD proposes the following tasks:

### **Task 1 Project Management**

#### ***Task 1.1 – Provide Management of GHD Services***

GHD project management will include project set up, preparation and maintenance of budgets and schedules for GHD services, instructions to the GHD Team and preparation of field safety instructions.

### **Task 2 Contract Management**

GHD's Construction Management Team (CMT) will act as an extension / adjunct of LBRID staff. The CMT will coordinate with LBRID to discuss project details, review schedules, provide drafts for review and produce final documentation ready for LBRID signature. The CMT will provide periodic updates, coordinate meetings and telephone calls, promptly transcribe meeting notes, and distribute.

The CMT will perform the following services:

#### ***Task 2.1 – Provide Project Coordination***

Coordinate with LBRID staff to discuss and address issues with the project. Coordinate with the contractor and on GHD's site observation and materials testing sub as needed throughout project construction.

#### ***Task 2.2 – Prepare and Conduct Pre-Construction Meeting***

The pre-construction meeting will include LBRID, the Design Engineer, contractor, and any subcontractors. The CM will prepare the agenda and meeting minutes. Prior to the Pre-Construction Meeting, the CM will prepare a draft contact list including GHD staff, LBRID staff, contractor and others as appropriate. Contact information will be identified for key personnel from each agency to be contacted in the event of an emergency. The list will be updated, finalized and distributed to all participants after the meeting.

#### ***Task 2.3 – Conduct and Document Project Meetings***

Conduct weekly progress meetings and other special technical meetings throughout the project as needed. The CM will prepare the agenda, describing key issues, schedule status, and potential change orders, and distribute notes to meeting participants.

***Task 2.4 – Review Contractors Construction Schedule***

Review the Contractor’s project schedule for conformance with the specifications and for reasonableness of activity durations and sequence. The CM will perform the following activities:

- Coordinate review comments by LBRID and Design Engineer and transmit review comments to the contractor.
- Meet with the contractor to discuss and clarify any significant issues. Review revised schedules. Review work progress as compared to the as-planned schedule and notify contractor of schedule slippage.
- Review schedule to determine impact of the weather and change orders on the construction schedule. Review contractor’s updates of the construction schedule that incorporates actual progress, weather delays, and change order impacts.

***Task 2.5 – Maintain Project Records***

Maintain project records, including daily logs, weekly report of working days, inspection reports, compliance testing results, photos, measurement of quantities, schedules, submittals, RFIs, RFCs, PCOs, change orders, monthly pay requests, issues, and correspondence. Project records will be maintained in an organized manner for quick reference utilizing Pro Core.

***Task 2.6 – Review and Evaluate Monthly Progress Payments***

Review and evaluate monthly progress payment requests submitted by the Contractor, negotiate differences over payment, and recommend payment to LBRID. Quantity vouchers will be checked and signed independently by the CM to monitor quantities paid against estimated quantities.

***Task 2.7 – Respond to Requests for Information (RFIs) and Issue Requests for Clarifications (RFCs)***

Coordinate, evaluate, and manage the process of responding to RFIs and issuing RFCs. This effort includes receiving the RFI from the Contractor or transmitting the RFC to the Contractor, logging into the system, transmitting them to the Design Engineer for response, coordinating with the Design Engineer on field status, tracking progress, reviewing responses, and transmitting responses to the Contractor.

***Task 2.8 – Prepare Potential Change Orders (PCOs) and Change Orders***

Coordinate and manage the change order process, including logging, reviewing them in conjunction with Design Engineer and LBRID, assisting with determination of changed conditions and scope definition as needed, developing independent cost estimates, assisting with negotiation, and incorporating change orders into the construction contract.

***Task 2.9 – Coordinate Submittal and Shop Drawing Review Process***

Coordinate the submittal and shop drawing review process, including logging submittals from the Contractor, transmitting to Design Engineer for response, coordinating with Design Engineer on field status, tracking progress, reviewing responses, and transmitting responses to the Contractor. Incomplete submittals will be returned to the contractor prior to being submitted to the Design Engineer.

Construction Manager and inspectors will also review submittals of shop drawings, materials, test reports, and manufacturer cut-sheets to understand installation requirements and identify potential issues.

***Task 2.10 – Perform Claims Management***

Analyse potential claims for additional compensation submitted during the construction period and make recommendations to LBRID for resolution. Coordinate and monitor claims response preparation, logging and tracking status. The Construction Manager will monitor and assist in mitigating any potential project claim, support in defending any construction claims will be negotiated as an extra service.

### **Task 3 Construction Observation**

GHD will provide on site construction observation and will perform the following services:

#### ***Task 3.1 – Provide Field Inspection / Observation***

Provide an on-site construction inspector / observer to monitor the contractor's work for compliance with the contract documents, submittals, RFIs and change orders. Construction inspector will be on site an estimated three days per week during most operations when the contractor is on site and will overlap during the day as necessary to coordinate with the design team and LBRID staff. Daily effort is assumed to be 8 hours per day for a typical full day including travel time to the site. Although the project schedule is 120 working days over 24 Weeks it is assumed that there will be 20 weeks of required construction observation over the life of the project construction with a budgeted 60 site visits. During periods of lessor activity, the inspector's time will be reduced commensurately.

The Inspector/Observer will prepare daily observation reports. Reports will include: employee names and labor classification, equipment identification, hours that were work and equipment utilized, weather conditions, and issues, observations, and significant conversations between the inspector and the contractor and public. The report will be a combination of web-based data and written. The daily reports will have photographs and material tags as applicable and necessary.

#### ***Task 3.2– Prepare Photograph or Video Documentation***

Document initial site conditions prior to contractor's commencement of construction using either still photographs or video and will provide additional photos of construction progress periodically throughout construction.

#### ***Task 3.3 – Materials Testing/Coordinate Materials Testing***

Coordinate with Crawford & Associates who will be performing quality assurance testing in accordance with the contract documents. Crawford & Associates proposed services are included with this proposal.

#### ***Task 3.4 – Develop Punch List***

Develop a preliminary punch list for the project and maintain a running punch list through the course of the project. The CMT will schedule LBRID and Design Engineer to conduct final completion inspections and issue final punch lists.

#### ***Task 3.5 – Compile Final Records***

Provide LBRID with a complete set of project records of the project, indexed and filed, and a listing of warranties provided under the project including the items covered and the warranty duration. The documentation will be all in electronic format.

#### ***Task 3.6 – Prepare Final Pay Estimates***

Prepare the final pay estimate and balancing change orders, prepare the Notice of Completion, and coordinate retention release at the conclusion of construction.

#### **Assumptions:**

The scope of work is based on the following assumptions:

1. **Means and Methods.** The Contractor is responsible for the means and methods on the project.
2. **Control of Contractor's Work.** The Construction Management Team (CMT) does not supervise and direct the Work of the Contractor. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.
3. **Site Safety.** The Contractor shall be solely responsible for site safety.

4. **Compliance with Contract Requirements.** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the CMT in the CMT's administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Contractor.
5. It is assumed Crawford & Associates will be contracted during construction to provide the necessary site visits, testing and monitoring as recommended in the project geotechnical report. We have included Crawford & Associates proposal with this proposal.
6. No additional work will be required other than that referenced in this proposal.

**Fee**

GHD can provide the above-described scope of services for an estimated time and materials fee of \$229,089. We look forward to working with you on this project. If you have any questions, please feel free to contact me at (707) 599-6936.

Regards



**Alex Culick**  
Managing Principal

+1 707 599-6936  
alex.culick@ghd.com



**PROJECT FEE ESTIMATING SHEET**

SHT # 1 of 1

PROJECT NAME: LBRID Sewer LSA Tank Replacement Project

PROJECT # 12602162

On-Site Inspector Eric Leitz/Heather Lug

Date 5/31/2024

PREPARED BY: AJC

CLIENT: LBRID

Project Director/CM Alex Culick

Final Opinion of Probable Construction Cost  
\$ 1,800,000

LABOR CATEGORY> RATE> TASK					FEE COMPUTATION			120 Working Days 6 month Construction period 24 week Inspection period	Sub M/U: 15%
	Const Manager \$340 /HR	Proj Coord \$130 /HR	Inspector \$225 /HR	TOTAL HOURS/ GHD fee	Subconsultant Services	Subconsultant MU & Other Direct Costs* \$6.5/hr office \$11.5/hr field	TOTAL FEE		
<b>Task 1 Project Management</b>									
Task 1.0 Preconstruction Assistance Project Initiation	8 \$ 2,720	2 \$ 260	- \$ -	10 \$ 2,980		65 \$ 65	3,045 \$ 3,045		
<b>Sub-Total</b>	8 \$ 2,720	2 \$ 260	- \$ -	10 \$ 2,980		65 \$ 65	<b>3,045</b> \$ 3,045		
<b>Task 2 Contract Management</b>									
Task 2.1 Provide Project Coordination	24 \$ 5,400	- \$ -	- \$ -	24 \$ 5,400		156 \$ 156	5,556 \$ 5,556	24 weekly 1 hrs CM	
Task 2.2 Prepare and Conduct Preconstruction Meeting	8 \$ 2,720	1 \$ 130	8 \$ 1,800	17 \$ 4,650		111 \$ 111	4,761 \$ 4,761		
Task 2.3 Conduct and Document Project Meetings	56 \$ 19,040	- \$ -	- \$ -	56 \$ 19,040		364 \$ 364	19,404 \$ 19,404	24 weekly contractor & other meetings, Prep, Minutes	
Task 2.4 Review Contractors Construction Schedule	8 \$ 2,720	- \$ -	- \$ -	8 \$ 2,720		52 \$ 52	2,772 \$ 2,772	8 monthly update 1 hrs each CM	
Task 2.5 Maintain Project Records	- \$ -	24 \$ 3,120	- \$ -	24 \$ 3,120		156 \$ 156	3,276 \$ 3,276	24 weekly 1 hrs PC	
Task 2.6 Review and Evaluate Monthly Progress Payments	8 \$ 2,720	- \$ -	- \$ -	8 \$ 2,720		52 \$ 52	2,772 \$ 2,772	8 pay requests, including final 1 hrs each	
Task 2.7 Respond to RFI's	8 \$ 2,720	- \$ -	- \$ -	8 \$ 2,720		52 \$ 52	2,772 \$ 2,772	16 Assumed Number of RFI's/RFC's 0.5 hrs CM	
Task 2.8 Prepare PCO's and Change Orders	4 \$ 1,360	- \$ -	- \$ -	4 \$ 1,360		26 \$ 26	1,386 \$ 1,386	4 Assumed Number of PCO's 1 hrs each CM	
Task 2.9 Coordinate Submittal and Shop Drawing Review	16 \$ 5,440	- \$ -	- \$ -	16 \$ 5,440		104 \$ 104	5,544 \$ 5,544	30 Assumed Number of shop drawings/submittals 0.5 hrs CM Hr PC	
Task 2.10 Perform Claims Management	- \$ -	- \$ -	4 \$ 900	4 \$ 900		26 \$ 26	926 \$ 926	Assumes no formal claims. Time is for meetings & communication to resolve field issues	
<b>Sub-Total</b>	132 \$ 42,120	25 \$ 3,250	12 \$ 2,700	169 \$ 48,070	- \$ -	1,099 \$ 1,099	49,169 \$ 49,169		
<b>Task 3: Field Inspection/Observation</b>									
Task 3.1 Provide Field Inspection/Observation & Rpts	- \$ -	- \$ -	480 \$ 108,000	480 \$ 108,000		5,520 \$ 5,520	113,520 \$ 113,520	8.0 avg hrs per day inspection 60 Site Visits(3/week for 20 weeks)	
Task 3.2 Prepare Photograph and Video Documentation	- \$ -	- \$ -	8 \$ 1,800	8 \$ 1,800		92 \$ 92	1,892 \$ 1,892	Prior to Pre-construction and at Completion	
Task 3.3 Materials Testing/Subgrade Inspection/Compaction T	- \$ -	- \$ -	- \$ -	- \$ -	\$42,000	6,300 \$ 6,300	48,300 \$ 48,300	Material testing by Crawford Coord time included in Task 3.1	
Task 3.4 Develop Punchlists/review	4 \$ 1,360	- \$ -	4 \$ 900	8 \$ 2,260		92 \$ 92	2,352 \$ 2,352		
Task 3.5 Compile Final Documents/Close-out	4 \$ 1,360	2 \$ 260	4 \$ 900	10 \$ 2,520		115 \$ 115	2,635 \$ 2,635	Record Drawings, warranty items Documentation ready for audit	
Task 3.6 Prepare Final Pay Estimate	2 \$ 680	- \$ -	2 \$ 450	4 \$ 1,130		46 \$ 46	1,176 \$ 1,176	Final pay request, coordinate retention release Notice of Completion	
<b>Sub-Total</b>	10 \$ 3,400	2 \$ 260	498 \$ 112,050	510 \$ 115,710	42,000 \$ 42,000	12,165 \$ 12,165	169,875 \$ 169,875	169875 check	
<b>Project Vehicle, Travel &amp; Misc Expenses</b>						\$7,000	<b>7,000</b>	\$ 250 estimated wkly travel expenses insp & CM	
<b>Project Totals</b>	150 \$ 48,240	29 \$ 3,770	510 \$ 114,750	689 \$ 166,760	42,000 \$ 42,000	13,329 \$ 13,329	229,089 \$ 229,089		

\* Associated Project Costs (APC) - consumables and technology not included in wage or overhead calculations