

ATTACHMENT 2

AMENDMENT NO. 2 TO AGREEMENT NO. C2023-710
Engineering Services for Project Approval and Environmental Document Phase of the 5-Way
Intersection Project (ST14PW04)

City Budget Code: 30030210-70510

This Amendment No. 2 ("**Amendment**") to City Agreement No. C2023-710, entitled Services Agreement (Professional Services) ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and GHD, Inc., a California Corporation ("**Consultant**"), is effective on the date last signed by the City, which is identified on the signature page as the "Effective Date."

RECITALS

A. City and Consultant entered into the Agreement, effective January 2, 2024, for an amount not to exceed **\$1,303,743.00**, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including Consultant, acting in its capacity as a profession engineering firm, licensed and in good standing under California law, will perform the services described in the Scope of Services and Schedule of Performance, attached hereto as "Exhibit A" and incorporated herein by reference., City and Consultant previously entered into Amendment No. 1 to the Agreement, effective October 7, 2024.

B. City has determined that additional Services ("**Additional Services**") are required to continue, modify, or expand the Services performed under the Agreement, as set forth in the *Scope of Additional Services and Schedule of Performance*, attached hereto as **Exhibit "A"** and incorporated herein by reference.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. **INCORPORATION BY REFERENCE.** Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.
2. **PAYMENT.** City will compensate Consultant for satisfactory performance of the Additional Services in an amount not to exceed \$571,479.00. The cumulative total compensation payable to the Consultant will not exceed \$2,015,901.00 without prior written authorization from the City (based on \$1,444,422 for the original Agreement and any prior amendments thereto, plus \$571,479.00 for this Amendment).
3. **ENTIRE AGREEMENT.** The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Additional Services. This Amendment supersedes all prior negotiations, agreements and understandings regarding the Additional Services, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.
4. **SIGNATURES; ELECTRONIC SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of Consultant and City. The parties agree that this Amendment may be executed and transmitted electronically and that electronic signatures shall have the

ATTACHMENT 2

same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

CONSULTANT:
GHD, Inc., a California Corporation

By: _____
Julie B. Lucido, Public Works Director

By: _____
Bill Silva, Principal-in-charge

Date: _____
("Effective Date")

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Christopher Diaz, Interim City Attorney

EXHIBIT "A"

SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE

The Consultant will perform the Additional Services described below, within the specified times:

Our ref: 12625732

8 April 2025

Mr. Farid Javandel, Senior Traffic Engineer
City of Napa
1600 First Street
Napa, CA 94559

RE: Napa 5-Way Intersection Improvements Project – Additional Services Agreement #2 for the preparation of a Noise Abatement Decision Report (NADR), Environmental Assessment (EA), Value Analysis Study and Other Miscellaneous Support Services

Dear Farid,

GHD is under agreement with the City of Napa for the Napa 5-Way Intersection Improvements. Based on out of scope needs that developed from coordination and approval through Caltrans, an amended scope of services is required.

This Additional Services Agreement #2 (ASA#2) is intended to modify nothing in the original Agreement and/or the Additional Services Agreement #1 (ASA#1) except the description of additional services to be performed (A) and compensation (B) as follows.

A. Additional Services to be Performed

Project Management

- With the changes described in this section, the project schedule is planned to extend beyond the original time of completion, to May 2026. With this extension, continued project management efforts are expected, including team coordination, meeting facilitation (biweekly PDT meetings) and attendance and other related needs to support delivery of the environmental documents and project approval documents.
- For the duration between December 2024 to March 2025 (17 weeks at 20 hours per week), CEM, LLC will serve as technical advisor to the City of Napa for the 5-way Intersection Project on Silverado Trail (SR 121, ST14PW04) through the Project Approval and Environmental Document (PA & ED) phase consistent with CEQA/NEPA and Caltrans requirements. The environmental document (ED) is anticipated to be an Environmental Impact Report (EIR) under CEQA and an Environmental Assessment (EA) under NEPA.

Preliminary Engineering

- At the completion of survey related tasks, it was found that existing documentation for Caltrans right-of-way and demarcation between City of Napa and Caltrans at side streets has not been established. Based on coordination with Caltrans and the City, a Caltrans right-of-way map for SR 121 (Silverado Trail) is required to document existing conditions through the project.
- To better document the anticipated construction schedule, the City of Napa has asked that GHD prepare high-level conceptual staging plans to inform the project cost estimate, including the amount of time-related overhead.
- GHD will initiate coordination with potentially affected utility owners through preparation of preliminary conflict plans and letters outline those impacts.

Environmental Studies and Documents

- The Noise Study Report (NSR) completed under the original scope of work indicated that a Noise Abatement Decision Report (NADR) will be required for the project, which was not included in the original scope of work.
- The project total cost is expected to be above the threshold limit of \$25 million, which requires a Value Analysis (VA) Study. While a VA study was included in the original scope of work, it was removed via ASA #1 at the request of the City. This amendment will reinsert this scope task into the services agreement. As a Certified Value Specialist (CVS) is required to facilitate the VA Study, a new teaming partner was required that met this qualification. Value Management Strategies, Inc. (VMS) will assist the project team with facilitating a week-long VA Study and preparing the Preliminary and Final VA Study Reports for the project. VMS, Inc. qualifications were previously provided to the City for approval. Additional qualification information, if needed, can be provided upon request.
- Based on direction from Caltrans, the National Environmental Policy Act (NEPA) document for this project was elevated from a Categorical Exclusion (CE) to an Environmental Assessment (EA) as described in the original scope of work. Additionally, an individual Section 4(f) evaluation is required to document use of 801 Silverado Trail (a Section 4(f) resource) and demolition of the existing residential building on the property.

GHD has developed the following supplemental Scope of Work addressing the additional services required. All scope tasks not modified here remain in effect as written in the original Agreement or modified in ASA #1.

Task 1 - Project Management & Coordination

Task 1.2 PDT Meetings

Additional bi-weekly City check-in meetings and PDT meetings are anticipated for approximately 34 weeks, after which time the bi-weekly City check-ins and PDT meetings would become monthly. The project schedule is anticipated to extend to May 2026 with completion of the project environmental documents being the critical path.

Task 1.3 Project Controls

Additional coordination and project controls work will be required in support of the additional environmental study being completed, including review of the draft and final documentation, coordination with project team and with Caltrans and any potential focus meeting(s) required.

Task 1.5 Technical Advisor (CEM, LLC)

Provide technical advisory services to the City of Napa to successfully complete the PA&ED phase of the 5-way Intersection Project. The advisory/review tasks include, but are not limited to the following:

- Develop, monitor and manage project scope, budget, schedule and key deliverables & risks.
- Explore and recommend opportunities to maximize project funding.
- Attend agency coordination/meetings, such as Project Development Teams (PDT) and other meetings with key stakeholders.
- Stakeholder coordination with public and private entities such as property owners and utility companies.
- Review of Preliminary Engineering for the Project Report/Draft Project Report (PR/DRP)
 - Value Analysis
 - Alternative Development/refinement/evaluation
 - Technical Engineering studies

- Intersection Control Evaluation (ICE)/
- Traffic studies/Traffic Operations Analysis Report (TOAR)
- Geotechnical studies
- Advances Planning Studies/ structure studies
- Aesthetic studies
- Preliminary Drainage /Storm Water Date Report
- Right way impact/ mitigation/cost and data report
- TMP/construction staging
- DSDD-non-standard design approval
- Review and provide guidance for Environmental Document Approval (ED)—Environmental Impact Report/Environmental Assessment (EIR/EA)
 - Technical Studies
 - Cultural studies/106---Archaeological Survey Report (ASR) SR/Historic Property Survey Report (HPSR)/Historic Resources Evaluation Report (HRER)
 - Natural Environmental Study (NES)/section 7 and Jurisdictional wetland delineation/404
 - Air Quality assessment and report
 - Noise Analysis/ Report
 - 4(F) studies
 - Water quality report
 - Community Impact Assessment (CIA)
 - Hazardous waste studies, Phase 1 of Initial Site Assessment (ISA)
 - Visual Impact Assessment
 - Draft Environmental Document (DED)—DEIR/DEA for public circulation of 45 days
 - Public Hearing within 45 days public review period
 - Select Preferred Alternative
 - Final Environmental Document (FED) –FEIR/EA
 - Mitigation Monitoring Report Program (MMRP)
 - Final Notice/Notice of Determination (NOD)
 - Permits

Task 4 – Preliminary Engineering

Task 4.4 Topographic and Boundary Surveys

GHD's subconsultant Cinquini and Passarino will prepare a right-of-way map to Caltrans standard based on the determination of the existing State Highway limits. The right-of-way map will horizontally relate to California Coordinate System of 1983, Zone II, Epoch 2017.50 and the Record of Survey filed in Book 53 of Surveys at Pages 8-12 inclusive, Napa County Records.

Cinquini and Passarino will:

- Cinquinini and Passarino will attend meetings with GHD, Caltrans, and the City of Napa to discuss and determine the limits of the existing right-of-way of State Highway 121 (Silverado Trail) through the subject project area. It is anticipated that there will be up to two (2) hour long meetings.
- Procure conditional title guarantee reports for the following parcels by APN:
 - 006-211-010 (Zeichner & Lockman)
 - 006-152-001 (Simich Tr)
 - 006-151-010 (Kiser)
 - 006-151-009 (Santoni-Costantini)
 - 006-075-007 (Johnson)
- Prepare right-of-way map to Caltrans standards based on the determination of the existing State Highway limits.

Deliverables Sealed & stamped Right-of-Way map. A PDF copy will also be provided for convenience.

Task 4.7 Preliminary Engineering

The City has requested that GHD produce 30% construction staging plans to better define the anticipated construction schedule. Along with the staging plans, GHD will provide a support memo describing the cost documentation for larger project elements.

Task 4.14 Right-of-Way Exhibits, Cost Estimate and Data Sheet

Task 4.14.1 Utility Coordination (PA&ED)

To advance utility coordination and future relocation and adjustment, GHD will provide the following related to the specific utilities listed in the table at this stage in PA&ED.

Utility Type	Utility Owner	Description
Gas	PG&E	High Pressure Cast Iron/Copper, Low Pressure Steel (1" to 3/4" dia)
Electric	PG&E	Primary Voltage (12kV) Overhead, Secondary Voltage Overhead, Secondary Voltage Underground
Water	City of Napa	(E) 30" AC/24" AC/8" CI/24" STL/16" DIP. Proposed 8" PVC with Interzone Connection 24" STL to 24" AC
Telecom/Data/Cable	AT&T	Underground/Overhead
	Comcast	Overhead
Sewer	Napa Sanitation District	8-inch VCP

- GHD will prepare preliminary Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the Project. GHD will provide Caltrans a copy of Utility Conflict Maps for concurrence.
- GHD will prepare "Pre-B Letters" on City letterhead (provided by City) to provide information regarding the project and the potential conflicts and to request liability determination/confirmation. Letters will be provided for review by the City and Caltrans and submitted to each utility. Letters will inform of utility conflicts, ask for utilities to verify their existing facilities, begin completion of relocation plans, identify related easement requirements (if any), developing claim of liability and updating cost for the project. GHD will prepare letters to be signed and submitted by the City.

Assumptions:

- Undergroud utility potholing will be performed during later phase of the project.
- Certification of Caltrans high and low risk utilities will occur during a later phase of the project.
- Reports of Investigation, Notices to Owner and Utility Agreements will be completed during a later phase of the project.

Task 5 – Project Report

Task 5.1 Value Analysis

The required services are to lead a VA Study of the project. The scope of work includes the following:

- Provide a qualified, independent Certified Value Specialist (CVS) team leader to lead a VA study in accordance with Caltrans value methodology.
- Provide VA study documentation in accordance with the Caltrans VA Report Guide and this Task.
- Conference room will be provided by the City or Caltrans as appropriate.
- Ensure that applicable data and correspondence and any other relevant information necessary for the VA study is collected, developed and distributed.
- Facilitate VA Team Meetings

The CVS Team Leader is responsible for the following:

- Developing the Draft VA Study Charter (Attachments A, B, and C per the Caltrans Team Guide).
- Facilitating the VA study. Participants should include the GHD, City, Caltrans, project development team staff, and key outside project stakeholders (local transportation agencies, local government, and permitting agencies).
- Complete the Preliminary VA Study Report with input/review of VA Team and technical reviewers in accordance with the VA Report Guide – Third Edition and with the following items:
 - A distribution list for the VA reports must be developed with GHD.
 - Submit Preliminary VA Study Report as an electronic copy; no more than 2 weeks following Initial VA Presentation, as specified in the report distribution list.
- Coordinate with GHD, City, and Caltrans on the project stakeholders' responses to the Preliminary VA Study Report and prepare for an implementation meeting to resolve the disposition of the VA alternatives and finalize the VA study reportables (costs, performance, and value indices).
- Submit Final VA Study Report as specified in Caltrans VA Report Guide – Third Edition. Report should be submitted no more than 3 weeks following Final VA Presentation. Final VA Study Report will be an electronic copy in PDF format.
- Provide Caltrans HQ VA Program Manager electronic copies of the Preliminary and Final VA Study Reports so they can be included in their annual reports to FHWA.

In addition to the CVS Team services described above, the GHD team shall attend the VA study kickoff and other project team meetings during the study, provide a Roundabouts Subject Matter Expert to participate in the full VA Study, as well as have key project staff “on call” for the duration of the VA study to respond to inquiries from the VA Team. GHD will also prepare introductory information for the project team, including a Power Point presentation and collection of files to be made available to the VA team.

Task 6 – Environmental Clearance

Task 6.2 Environmental Technical Studies

GHD will prepare a draft NADR to evaluate feasibility and reasonableness of proposed noise abatement features for City and Caltrans review. GHD will revise the draft NADR based on comments received and prepare a final NADR for the project.

The cultural resource impacts of the project have required that additional services be provided by Archaeological/Historical Consultants (A/HC, a subconsultant to DJP&A). The presence of the East Napa Historic District required the preparation of an assumption of eligibility document for Caltrans and additional effort to prepare the Historic Resource Evaluation Report. Additionally, A/HC has prepared separate documentation for the City addressing the potential findings of effect approach for the project. Per Caltrans

direction, A/HC will prepare the Finding of Adverse Effect for the project and work with City staff to incorporate potential mitigation or commemorative measures into the project for 801 Silverado Trail.

Task 6.3/6.4 Draft/Final Environmental Document

These tasks include preparation of a Caltrans EIR/EA – David J. Powers and Associates (DJP&A) will prepare an EIR/EA based on the latest Caltrans Standard Environmental Reference (SER) template. The EIR/EA will analyze the No Build Alternative and the Build Alternative based primarily on the NEPA technical reports previously prepared and approved by Caltrans. The EIR/EA process will require a Draft Environmental Document (DED) that is circulated for public review and a Final Environmental Document (FED) that responds to public comments and includes any necessary text edits.

Task 6.5 Individual Section 4f Review Process

DJP&A will prepare a Section 4(f) Evaluation (Section 4(f) of the Department of Transportation Act [49 USC 303]), in conformance with SER Volume 1, Chapter 20. The Section 4(f) Evaluation will be prepared to document the use of 801 Silverado Trail (a Section 4(f) resource) and demolition of the existing residential building on the property. The residential building was previously determined to be a contributing resource to the East Napa Historic District that is considered eligible for the National Register of Historic Places. DJP&A will work with GHD and Caltrans to analyze potential feasible and prudent avoidance alternatives. The Section 4(f) Evaluation will be attached as an appendix to the EIR/EA.

B. Additional Compensation

The additional compensation requested for additional professional services (A) is \$571,479. All services are on a not-to-exceed time and materials basis. See below and attachment for breakdown of the estimated fee.

Additional Professional Services

Task	Change in Compensation
Task 1.2 PDT Meetings	\$45,318
Task 1.3 Project Controls	\$67,619
Task 1.5 Technical Advisor (CEM, LLC)	\$85,279
Task 4.4 Topographic and Boundary Surveys	\$12,920
Task 4.7 Preliminary Engineering (30%)	\$14,481
Task 4.14 Right of Way Exhibits, Cost Estimate and Data Sheet	\$20,276
Task 5.1 Value Analysis	\$94,976
Task 6.2 Environmental Technical Studies	\$37,731
Task 6.3/6.4 Draft/Final Environmental Document	\$122,459
Task 6.5 Individual 4(f) Evaluation	\$62,283
Other Direct Costs	\$8,137
Total	\$571,479

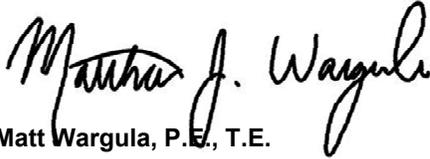
In summary, the total budgeted amount, including the original agreement (\$1,303,743), Amendment No. 1 (\$140,679) and proposed Amendment No. 2 (\$571,479) is \$2,015,901.

Closing

It is assumed that upon agreement of the scope of work for these professional services, the City and GHD will amend our existing agreement for this project.

If you have any questions or comments regarding this proposal, please feel free to call me at (707) 540-9689.

Sincerely,
GHD Inc.



Matt Wargula, P.E., T.E.

Project Manager | A GHD Associate

(707) 540-9689

Attachment: Fee Estimate Spreadsheet
Project Schedule

Task Description (Assumes a 13 month schedule)	GHD													DJP&A		VMS, Inc		CEM, LLC		C&P		PROJECT TOTALS						
	Bill Silva	Matt Wargula	Emily Shandy	Ahmad R.	Kamlesh Vedula	Michael Pitcock	Misc.	Misc.	Mike Masschael	Sam East	Misc.	Misc.	Jenni Simpson	GHD Total Hours	GHD Total Cost	DJP&A Total Hours	DJP&A Total Cost	VMS, Inc. Total Hours	VMS, Inc. Total Cost	CEM, LLC Total Hours	CEM, LLC Total Cost	C&P Total Hours	C&P Total Cost	Total Project Hours	Total Project Cost			
	Project Director	Project Manager	Asst PM	Senior Advisor	Traffic Lead	Senior Professional	Professional	Design Technician	Noise Lead	Noise Tech	Drafting/Design	Intern Drafting/Design	Project Coordinator															
Task 1 Project Management and Coordination	\$ 386	\$ 279	\$ 164	\$ 307	\$ 337	\$ 177	\$ 127	\$ 130	\$ 159	\$ 76	\$ 115	\$ 68	\$ 139															
1.1 Project Kick-Off Meetings														-	\$ -													
1.2 PDT Meetings	4	52	102	26		26								210	\$ 45,318											210	\$ 45,318	
1.3 Project Controls	6	128	176											316	\$ 67,619												316	\$ 67,619
1.4 Quality Assurance/Quality Control																												
1.5 Technical Advisor (CEM, LLC)													2	2	\$ 279					340	\$ 85,000						342	\$ 85,279
Task 2 Community Outreach/Project Communication																											0	\$ -
2.1 Public Engagement Memo																												
2.2 Community Outreach Meetings																												
2.3 Website, Exhibits, and Visual Simulation/Renderings																												
Task 3 Project Funding Planning (Optional)																											0	\$ -
Project Funding Planning (Optional)																												
Task 4 Preliminary Engineering																											205	\$ 47,677
4.1 Review Existing Data																												
4.2 Field Review																												
4.3 Alternative Refinement/Evaluation																												
4.4 Topographic and Boundary Surveys		2	2			2								6	\$ 1,239												6	\$ 12,920
4.5 Updated Traffic Analysis/TOAR																												
4.6 Geotechnical Investigation																												
4.7 Preliminary Engineering (30% Design)	1	12	8			24		40						85	\$ 14,481												85	\$ 14,481
4.8 Nonstandard Design Features																												
4.9 Retaining Wall Type Selection Memorandum																												
4.10 Preliminary Drainage Memorandum																												
4.11 Storm Water Data Report																												
4.11(O) Storm Water Data Report - Long Form																												
4.12 Aesthetic Concepts																												
4.13 Transportation Management Plan																												
4.14 Right of Way Exhibits, Cost Estimate, and Data Sheet		24	6			36		48						114	\$ 20,276												114	\$ 20,276
4.15 (O) Location Hydraulic Study																												
Task 5 Project Report (PR)																											355	\$ 94,976
5.1 Value Analysis	1	20	40	20	34	28		16						159	\$ 37,155			196	\$ 57,821								355	\$ 94,976
5.2 Draft Project Report																												
5.3 Project Report (PR)																												
Task 6 Environmental Clearance																											171	\$ 222,473
6.1 Project Description																												
6.2 Environmental Technical Studies									7	56				63	\$ 5,361		\$ 32,370										63	\$ 37,731
6.3 Draft Environmental Document		12	16											28	\$ 5,962		\$ 112,304										28	\$ 118,266
6.4 Final Environmental Document		8	12											20	\$ 4,193												20	\$ 4,193
6.5 Individual Section 4(f) Evaluation		8	24	8		20								60	\$ 12,158		\$ 50,125										60	\$ 62,283
Total	12	266	386	54	34	136	-	104	7	56	-	-	6	1,063	\$ 214,040	-	\$ 194,799	196	\$ 57,821	340	\$ 85,000	-	\$ 11,681	1,599	\$ 563,341			
Direct Cost (Printing of Materials, Reports)															\$ 800		\$ 5,000											\$ 5,800
Travel/Lodging, Counts, and Aerial Direct Costs			\$ 200	\$ 200		\$ 800									\$ 1,200													\$ 2,337
Potholing / Drilling															\$ -													\$ -
Total	4,627	74,110	63,180	16,587	11,470	24,095	-	13,496					836		\$ 216,040	\$ 199,799		\$ 58,958		\$ 85,000		\$ 11,681					\$ 571,478	

- Notes:
- Above hourly billing rates are approximate and will be based on the actual employees that perform the work.
 - Vehicle mileage will be charged at the IRS rate.
 - Employee per diem will be charged at Caltrans rates.
 - It is assumed that the above hours will be shifted between Tasks and Phases to meet actual project needs. Total charges will remain within the total contract amount, unless additional services are requested and approved in an amendment.
 - Rates will be adjusted up to 5% one time per year on January 1.
 - Fee estimate based on updated schedule of PA&ED completion in May 2026.