

AMENDMENT NO. 1

OF CITY AGREEMENT NO. C2025-109  
NAPA COUNTY AGREEMENT NO. 250397B

**THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 250397B (C2025-109)** is made and entered into as of this 16 day of March, 2026, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County”, and the City of Napa, a California Municipal Corporation, hereinafter referred to as “City” (each a “Party” and collectively, the “Parties”);

RECITALS

- A. On or about May 20, 2025, County and City entered into Napa County Agreement No. 250397B/City Agreement No. C2025-109 (“Agreement”) to memorialize the terms and conditions of the City’s agreement to reimburse the County for costs associated with the County’s Consultant providing design and specifications (“Engineering Services”) for constructing roadway improvements, including, but not limited to, repairing the road structure, resurfacing the road, and improving drainage features, of City-owned assets (“City Construction”) in the City’s jurisdiction as part of the Pueblo Pocket Sewer and Roadway Rehabilitation Project (RDS 26-01) (“Project”).
- B. The Parties recognize the need for additional Engineering Services for the Project, the County’s Consultant is willing to provide the additional services, and the City is willing to reimburse the County for costs incurred for additional services associated with City Construction.
- C. The Parties wish to modify the provisions of the Agreement to memorialize the City’s commitment to reimburse the County for costs associated with additional Engineering Services for City Construction.

AMENDMENT TO AGREEMENT

**NOW, THEREFORE**, the Parties hereby amend the Agreement as follows:

- 1. Paragraph 2(c) of the Agreement is amended to read in full as follows:
  - (c) Design Costs. Design costs shall include but not be limited to County administration costs, County consultant costs to produce construction documents, and any required permitting. The Consultant’s scope and cost proposal for Engineering Services and the estimate for the County’s administration are summarized in Exhibit “A”, attached to the Agreement, and in Exhibits “A-1” and “B-1”, attached hereto and incorporated by reference herein.
- 2. Subparagraph 2(d)iv. and 2(d)v. are added to the Agreement immediately after Subparagraph 2(d)iii as follows:


iv. City agrees to participate in reimbursement of the storm drain cleaning and CCTV efforts described in Exhibits "A-1" and "B-1" at a ratio of 0.17 of the work performed (the County's ratio being 0.83). The ratio was determined based on the jurisdictional boundaries, and the location (and length) of the storm drain in City and County limits.

v. City agrees to reimburse costs associated with additional storm drain cleaning and CCTV services, as well as construction consultation, inspection, and materials testing services as described in Exhibits "A-1" and "B-1" for a not to exceed maximum reimbursement of \$50,000.

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

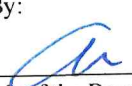

**IN WITNESS WHEREOF**, this Agreement is executed by the PARTIES hereto as of the date first above written.

**NAPA COUNTY ("COUNTY")**

By   
 AMBER MANFREE, Chair of the Board of Supervisors

**CITY OF NAPA ("CITY")**

By \_\_\_\_\_  
 JULIE LUCIDO, Public Works Director

<p>APPROVED AS TO FORM                  Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u>                  Deputy County Counsel</p> <p>Date: <u>February 6, 2026</u></p>	<p>APPROVED BY THE NAPA                  COUNTY                  BOARD OF SUPERVISORS</p> <p>Date: <u>March 10, 2026</u></p> <p>Processed By: _____                    Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS                  Clerk of the Board of Supervisors</p> <p>By: <u></u></p>
---	---	--

**EXHIBIT A**

<p>APPROVED AS TO FORM Office of City Attorney</p> <p>By: _____ Napa City Attorney</p> <p>Date: _____</p>	<p>APPROVED BY THE CITY OF NAPA</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ City Auditor</p>	<p>ATTEST: TIFFANY CARRANZA Napa City Clerk</p> <p>By: _____</p>
---	---	--

**EXHIBIT "A-1"****SCOPE OF ADDITIONAL SERVICES**

Effective as of the date first written in Amendment No. 1 to the Agreement, existing storm drains will be cleaned within the City limits of Sherry Drive and Norma Drive, in the Project area. The City agrees to participate in reimbursement of cleaning efforts at a ratio of 0.17 of the work performed (the County's ratio being 0.83). The ratio was determined based on the jurisdictional boundaries and the location (and length) of the storm drain in City and County limits. The City also agrees to participate in reimbursement of construction consultation, inspection, and materials testing services.

Amendment No. 1 increases the Level of Effort for the following tasks:

**TASK 3B: CCTV**

The Consultant's subconsultant, National Plant Services (NPS), will provide additional storm drainpipe cleaning and CCTV efforts. This work will also include a 10% subconsultant markup and additional time for Consultant's project management of the subconsultant.

Subconsultant will clean various storm drainpipes that were unable to be inspected during their initial CCTV work on-site, due to the debris levels inside the drainpipe. Subconsultant will provide a three (3) person crew, that is certified in confined space entry, to install a solid blocking plug at the downstream end of the manhole for the storm drain to be cleaned. The pipe will be cleaned with the assistance of a CCTV crawler to direct the cleaning effort. As County is proposing to dispose of the wash water in the Napa Sanitation District sewer system, wash water and debris will be handled per the District requirements. The City of Napa has agreed to allow NPS to stage their debris and wash water storage bins at their Corporation Yard, located at 770 Jackson Street, Napa, CA 94559, in the City of Napa limits.

Subconsultant will furnish supervision, equipment, bonds, and personnel necessary to perform this work, with the exception of traffic control field services.

County will furnish complete access, permit, decant permission into sewer (pending Napa Sanitation District approval and consent), openings, and rights-of-way to the work areas; frac tank and bin staging, any local licenses or permits that may be required.

**Assumptions:**

- County will provide a staging location for the debris tank and frac tank.
- Quote includes minor traffic control (cones and signs). Major traffic control services, including preparation of traffic control plans is additional, if needed, and invoiced at cost plus 10%.
- Daily rate will be charged for actual number of days work. 7 days are estimated. More or less days may be needed depending on debris levels.
- Disposal will be billed at actual cost plus 10%. This may include rental of

bins/containment, purchase of consumables (liners, etc), handling of excess water, analytical testing, disposal, and hauling. Any costs provided herein for disposal is estimated, and the estimate assumes material is found to be non-hazardous.

- Water usage to be billed at cost and bonds to be reimbursed at cost.

#### **TASK 4 -- Consultation, Inspection, and Materials Testing**

The County's On-Call Consultant for Geotechnical Services, Miller Pacific Engineering Group (MPEG), will provide consultation, inspection, and materials testing services for both the City and County portions of the project during roadway rehabilitation efforts. MPEG will provide services for the repairs to existing curb and gutters, concrete valley gutters, localized digouts of failed asphalt, milling existing asphalt to different depths depending on location, placement of a SAMI-R layer, and then 1.5 to 3 inches of new asphalt.

MPEG will provide assistance during construction to review submittals, answer questions about design intent, and participate in weekly construction meetings as requested. Inspection services will be provided during concrete and paving related efforts. Testing will be provided during concrete work, which will involve testing material compaction and gathering concrete samples for compressive strength. When the SAMI-R is applied, MPEG will collect emulsion and aggregate (for gradation, durability, and sand equivalent) and test for viscosity, residue, sieve and torsional recovery. MPEG estimates approximately 4 days for SAMI-R application. During paving operations, MPEG will perform density testing on newly compacted asphalt and laboratory testing (i.e. S-value, oil content, air voids, density, gradation, etc.) to ensure the material quality meets the contract specifications. MPEG estimates approximately 20 days for paving. Upon project completion and final laboratory results, MPEG will prepare a letter report to summarize test results and final recommendations and conclusions of the project.

MPEG will provide services on a time-and-expense basis, in accordance with the terms and conditions of the Professional Services Agreement with Napa County.

**Exhibit "B-1"**  
**CITY AND COUNTY REIMBURSEMENT**

*Table 1: Estimated Cost Breakdown for Increased Engineering Services*

	Cost Split Ratio	CCTV Crew Rate & Out of Town Fees <sup>1</sup>	Frac Tank Delivery, Rental, & Cleaning <sup>2</sup>	Debris Bin Charges <sup>3</sup>	Solid Plug Rental Charges <sup>2</sup>	Traffic Control <sup>1</sup>	Traffic Control Plans, Permit Fees, Discharge Permit, Bonds <sup>2</sup>	Water Off-Haul to Landfill <sup>4</sup>	10% Subconsultant Markup	Consultant Additional Labor	Total Cost
City	0.17	\$8,750.24	\$2,665.28	\$1,013.54	\$506.77	\$1,486.53	\$422.31	\$1,013.54	\$1,585.82	\$604.75	\$18,048.78
County	0.83	\$43,049.76	\$13,112.72	\$4,986.46	\$2,493.23	\$7,313.47	\$2,077.69	\$4,986.46	\$7,801.98	\$2,975.25	\$88,797.02*
<b>Total</b>	<b>1.0</b>	<b>\$51,800</b>	<b>\$15,778</b>	<b>\$6,000</b>	<b>\$3,000</b>	<b>\$8,800</b>	<b>\$2,500</b>	<b>\$6,000</b>	<b>\$9,387.80</b>	<b>\$3,580</b>	<b>\$106,845.80</b>

<sup>1</sup> Daily Rate; subject to change.

<sup>2</sup> Fixed Cost.

<sup>3</sup> Time and Material.

<sup>4</sup> Optional scope that will only be required if Napa Sanitation District rejects the wash water test results.

\* Napa County set aside \$61,600 in the original Agreement No. 250396B with the Consultant (NCE) for Engineering Services. The City of Napa did not set aside any funds for this task, as it was originally a County-only funded task. As such, \$35,496 is leftover from Task 3B's original budget and will be applied to the County's costs for the added scope, thereby reducing the County's Total Cost to \$53,301.02 and limiting the Consultant's maximum not to exceed compensation to \$557,349.80 under Amendment No. 1 to Agreement No. 250396B.

**CONSTRUCTION TASK:** Consultation, Inspection, and Materials Testing – \$50,000 – Not to Exceed