

**AMENDMENT NO. 1**  
**OF**  
**NAPA COUNTY AGREEMENT NO. 190152**  
**AGREEMENT BETWEEN NAPA SANITATION DISTRICT AND NAPA COUNTY**  
**REGARDING ROAD PAVING SERVICES**

**THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 190152 (also known and Napa County Agreement No. 190152B)** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as (“COUNTY”) and Napa Sanitation District, a County sanitation district, formed pursuant to Health & Safety Code Sections 4700, et seq. (“NAPASAN”).

**RECITALS**

**WHEREAS**, NAPASAN is designing and plans to construct a sanitary sewer rehabilitation project in southeast Napa in 2019 “NAPASAN Project Scope”;

**WHEREAS**, COUNTY plans to construct the Imola Avenue Paving and ADA Ramp Project (“COUNTY Project Scope”) in 2019 in the same project area as the NAPASAN Project;

**WHEREAS**, COUNTY and NAPASAN entered into Napa County Agreement No. 190152 on October 16, 2018 (the “Agreement”) to partner and combine the projects in order to reduce the impacts to the residents of the project area and decrease total project costs; and

**WHEREAS**, the parties now desire to amend the Agreement to increase the Estimated Cost paid by the County based on actual bid information.

**TERMS**

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

1. Paragraph 4(B) of the Agreement is amended to read in full as follows:

**B.**     *Amount of Project Cost Paid by the County.* This Agreement authorizes the COUNTY to pay all actual COUNTY Project Scope expenses as defined above in accordance with the maximums and procedures in this Section 4. The COUNTY Project Scope is estimated to cost that amount set forth below (“Estimated Cost”):

\$1,510,134	for paving construction
\$ 204,850	for curb ramp construction
\$ 42,896	for storm drain construction
\$ 0	permit fees
<u>\$ 175,788</u>	<u>contingency</u>
\$1,933,668	Total

Any amounts over the Estimated Cost shall require an amendment to this Agreement prior to encumbrance of those costs. COUNTY agrees not to withhold its agreement for reasonable expenses related to implementation of the COUNTY Project Scope. Both parties agree to proceed with the project acknowledging that if the COUNTY Project Scope exceed resources available to COUNTY, the COUNTY Project Scope may not be completed.

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

**IN WITNESS WHEREOF**, COUNTY and NAPASAN have executed this Amendment No. 1 of Napa County Agreement No. 190152 as of the date first above written.

NAPA COUNTY, a political subdivision of the  
State of California

By: \_\_\_\_\_  
BRAD WAGENKNECHT,  
Chair of the Board of Supervisors

NAPA SANITATION DISTRICT

By: \_\_\_\_\_  
JILL TECHEL,  
Chair of the Board of Directors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas S. Capriola</u> Deputy County Counsel</p> <p>Date: <u>December 6, 2018</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors</p> <p>By: _____</p>
<p>APPROVED AS TO FORM District Counsel</p> <p>By: <u>[Signature]</u> District Counsel</p> <p>Date: <u>12/13/2018</u></p>	<p>APPROVED BY THE NAPA SANITATION DISTRICT BOARD OF DIRECTORS</p> <p>Date: _____</p>	<p>ATTEST: CHERYL SCHUH Clerk of the Board of Directors</p> <p>By: _____</p>