

AMENDMENT NO. 2
OF
NAPA COUNTY AGREEMENT NO. 180054B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 180054B is made and entered into as of this _____ day of _____, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” or “LOCAL AGENCY”, and BIGGS CARDOSA & ASSOCIATES, INC., a California corporation, whose mailing address is 865 THE ALAMEDA, SAN JOSE, CALIFORNIA 94126-5515, hereinafter referred to as “CONTRACTOR” or “CONSULTANT”;

RECITALS

WHEREAS, COUNTY entered into Napa County Agreement No. **180054B** with CONTRACTOR on July 18, 2017 (the “Agreement”), to obtain specialized services, as authorized by Government Code section 31000, in order to provide on-call construction support (field engineering) services; and

WHEREAS, on May 19, 2020, COUNTY and CONTRACTOR amended the agreement to increase the total compensation; and

WHEREAS, the parties now desire to amend the Agreement to increase the term of the Agreement by one fiscal year to provide additional engineering and construction support services, already described in the Scope of Work, for various Projects.

TERMS

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

1. Paragraph 1 of the Agreement is amended in its entirety to read in full as follows

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2018, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the

terms and conditions then in effect, not to exceed five additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

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

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 of Napa County Agreement No. 180054B as of the date first above written.

BIGGS CARDOSA & ASSOCIATES, INC

By _____
Mahvash M. Harms,
Chairman of the Board and Executive Vice President

By _____
Daniel B. Devlin,
Secretary and Executive Vice President

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair
Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <u>John L. Myers (e-sign)</u> County Counsel Date: <u>April 11, 2022</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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