

**AMENDMENT NO. 2**

**OF**

**NAPA COUNTY AGREEMENT NO. 190343B**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 190343B** 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”, and MILLER PACIFIC ENGINEERING GROUP, a California corporation, whose business address is 135 Camino Dorado, Suite 3, Napa, California, 94558, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, COUNTY entered into Napa County Agreement No. 190343B (the “Agreement”) with CONTRACTOR on June 18, 2019, to obtain specialized services, as authorized by Government Code section 31000, in order to provide geotechnical engineering, materials testing, and construction inspection support services for various projects for Napa County; and

**WHEREAS**, on December 7, 2021, 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 an additional 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 to read in full as follows:

**Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2020, 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 three 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. Subparagraph (c) of Paragraph 3 of the Agreement is amended to read in full as follows:

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be **FOUR HUNDRED THOUSAND DOLLARS (\$500,000)** for professional services per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

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3. Except as provided in (1) and (2), 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. 2 of Napa County Agreement No. 190343B as of the date first above written.

MILLER PACIFIC ENGINEERING GROUP

By \_\_\_\_\_  
MIKE MORISOLI, Vice President

By \_\_\_\_\_  
LAURA HANSEN, Chief Financial Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
RYAN GREGORY, Chair  
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>John L. Myers (e-sign)</u> County Counsel</p> <p>Date: <u>April 11, 2022</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: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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