

**AMENDMENT NO. 2 TO
NAPA COUNTY AGREEMENT NO. 230361B
PROFESSIONAL SERVICES AGREEMENT**

This AMENDMENT NO. 2 ("Amendment No. 2") to NAPA COUNTY AGREEMENT NO. 230361B ("Agreement") is made and entered into effective as of _____, 2026, by and between the Napa County, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and J. F. BRENNAN COMPANY, INC., a Wisconsin corporation, whose mailing address is 818 Bainbridge Street La Crosse, WI 54603, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on March 14, 2023, COUNTY entered into Napa County Agreement No. 230361B (the "Agreement") with CONTRACTOR for culvert flap-gate maintenance and inspection services; and

WHEREAS, COUNTY and CONTRACTOR amended to the Agreement on May 20, 2025, to change the rates of compensation and increase the maximum compensation; and

WHEREAS, COUNTY is in need of additional specialized diving services related to inspections of infrastructure and to repair the gate valve at the Lake Marie reservoir dam in the Skyline Wilderness Area.

WHEREAS, COUNTY and CONTRACTOR now desire to further amend the Agreement to revise the scope of services, update the rates of compensation, and increase the maximum compensation by TWO HUNDRED TWENTY THOUSAND DOLLARS (\$220,000) to a new total of TWO HUNDRED NINETY THOUSAND DOLLARS (\$290,000); and

WHEREAS, CONTRACTOR is willing to continue to provide such specialized services to COUNTY under the terms and conditions set forth herein.

TERMS

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

1. Paragraph 2 of the Agreement is hereby amended in full to read as follows:

Scope of Services. CONTRACTOR shall provide DISTRICT those services set forth in Exhibit "A," attached to the original agreement, and Exhibit "A-1," attached to this Amendment No. 2 and incorporated by reference herein.

2. Paragraph 3 of the Agreement is hereby amended in full to read as follows:

Compensation.

- (a) Rates. In consideration of CONTRACTOR'S fulfillment of the promised work, COUNTY shall pay CONTRACTOR as follows: at the rates set forth in "Exhibit B," attached to the original agreement and incorporated by reference herein for work performed between March 14, 2023, and June 30, 2025; at the rates set forth in Exhibit B-1, attached to Amendment No. 1 and incorporated by reference herein for work performed between July 01, 2025, and the effective date of this Amendment 2; and at the rates set forth in "Exhibit B-2," attached to this Amendment No. 2 and incorporated by reference herein, for work commencing on the effective date of this agreement.
 - (b) Expenses. No travel or other expenses will be reimbursed by the DISTRICT.
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of TWO HUNDRED NINETY THOUSAND DOLLARS (\$290,000) for professional services; 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.
3. Except as provided in Paragraphs 1 and 2, above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.
4. This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Amendment No. 2 is executed by COUNTY and by CONTRACTOR through its duly authorized officers.

J. F. BRENNAN COMPANY, INC., a Wisconsin Corporation

By _____
DANIEL GENTGES, Secretary

By _____
MIKE BINSFELD, SR. Vice President

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chairperson of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>January 7, 2026</u></p>	<p>APPROVED BY NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A-1

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

Level 2 Inspection and Cleaning of Culverts
Replacement of Northern Culvert Flap Gate Seal
Injection Sealing on Southern Culvert
Level 1 Inspection of Culverts
Inspection and Maintenance of Lake Marie
Traffic Control Services
Crane Services
Task Order Services

Task order services provided by Contractor under this Agreement shall be compensated by County as follows:

Contractor will prepare a cost proposal, including detailed schedule, for each task order issued by the County on a lump sum basis or a total cost based on the sum of unit cost items. In lieu of defined scopes of work and quantities, costs can be based on the Contractor's rates as described below and a specified duration of work (number of days).

EXHIBIT B-2

Level 2 Inspection and Cleaning of Culverts	\$29,033.00
Replacement of Northern Culvert Flap Gate Seal	\$48,145.00
Injection Sealing on Southern Culvert	\$40,851.00
Level 1 Inspection of Culverts	\$8,596.00
Inspection and Maintenance of Lake Marie	\$50,000.00
Traffic Control Services	\$3,351.00
Crane Services	\$4,611.00
Task Order Services	On-call Diver Rates

Union Diver Rates.

Contractor may charge 15% markup of materials.