

**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 210080B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 (“Amendment No. 1) of NAPA COUNTY AGREEMENT NO. 210080B is made and entered into as of this 6th day of February 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and MGE Engineering, Inc., a California corporation, whose mailing address is 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY entered into Napa County Agreement No. 210080B with CONTRACTOR on August 18th, 2020 (“Agreement”), to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the Oakville Grade Road MPM 1.35 Storm Repair Project (“Project”); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase the scope and compensation in order to provide engineering design and support services for the Project.

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, 2024, 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). In anticipation of possibly amending this Agreement to provide additional services during design of the storm repair, 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 (3) 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. Paragraph 2 of the Agreement is amended to read in full as follows:

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A" attached to this Agreement as originally approved incorporated by reference herein, those additional services set forth in Exhibit "A-1" attached to Amendment No. 1 of the Agreement, said Exhibits being incorporated by this reference herein.

3. Paragraph 3, subparagraph (c), of the Agreement is amended to read in full as follows:

Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be **THREE HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED THIRTY-EIGHT AND 75/100 DOLLARS (\$349,538.75)**; 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.

4. Except as provided in paragraphs (1) through (3), above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to Napa County Agreement No. 210080B as of the date first above written.

MGE Engineering, Inc., a California Corporation

By HF Huang
H. FRED HUANG, President

By HF Huang
H. FRED HUANG, Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley</u> Deputy County Counsel Date: <u>January 26, 2024</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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EXHIBIT “A-1”

SCOPE OF WORK

The CONTRACTOR will provide COUNTY with the following additional services for the following projects: Oakville Grade Road MPM 1.35 Storm Repair Project

The following is an outline of the scope of services to be provided for this project:

- Task 1: Project Management and Coordination
 - Project Kickoff Meeting
 - Project Management, Coordination, Monthly Progress Meetings
- Task 2: Conduct Protocol-Level Northern Spotted Owl Surveys
 - Resource Agency Consultation and Coordination
 - Collect and Analyze Existing NSO Data for Project Area
 - Identify Call Stations and Conduct Three Rounds of Protocol-Level Surveys
- Task 3: Prepare Northern Spotted Owl Survey Findings Report

Deliverables:

- Progress meeting agendas and summaries
- CNDDDB NSO existing survey data for project area
- Map showing location of known NSO populations
- NSO Call station design map
- Excel spreadsheet detailing results of NSO surveys
- Draft and Final NSO Survey Findings Report

Optional Task: Conduct NSO Auditory and Visual Disturbance Analysis

Optional Deliverables:

- Draft and Final NSO Auditory and Visual Disturbance Analysis Findings Report

Compensation:

CONTRACTOR proposes a not-to-exceed amount of \$50,804 based on hourly rates below:

Principal Engineer	\$310/hr
QC/QA Manager	\$285/hr
Associate Engineer	\$245/hr
Senior Engineer	\$215/hr
Project Engineer	\$195/hr
Staff	\$170/hr
Technical Editor	\$115/hr
Clerical	\$105/hr

Modifications to the Scope of Work for the proposed project may be required during the design and construction phase periods, and if so, we will provide the required modifications based on CONTRACTOR hourly rate schedules in effect at the beginning of the project. The requested modifications will be done only after COUNTY prior approval.