



MEETING DATE: January 14, 2026

AGENDA ITEM: 11. MGE Engineering: Change Order

FROM: Ryan Bonk

RE: MGE Engineering: Change Order

BACKGROUND:

In January of 2024, the City and MGE Engineering entered into an agreement for professional services for engineering services related to the Gulling Street Bridge. The total contract was for \$162,768.00.

MGE has provided services under this agreement including but not limited to the following:

- Review of existing information including Caltrans BIRIS and as-built plans
- Observation and analysis of existing conditions including site visits
- Evaluations including geotechnical, structural, and hydraulic assessments
- Preliminary engineering evaluations to evaluate feasibility of countermeasure implementation
- Evaluations and recommendations for potential scour countermeasures and plan of action
- Design and estimate of scour countermeasures
- Attendance at Council Meeting
- Various coordination meetings

On June 25, 2025, the City Council approved a change order to the MGE Contract to include the following as part of the permitting process for the emergency work to place the riprap:

- Environmental regulatory permit support including notifications and collaboration with U.S. Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife
- Field observations during rip rap placement
- Caltrans Highway Bridge Program application process including revisions, comments, and answers between all involved parties

The change order increased the contract price by \$19,072.00.

EXECUTIVE SUMMARY:

This change order contains additional scope of services and costs due to modifications during the permitting process as well as permitting closeout requirements from the regulatory agencies.

Note: The additional scope and costs were not included in the Change Order dated 06/25/2025 as the final requirements from the regulatory agencies were not known until permits were issued.

The additional scope and costs are related to the compliance tasks in response to the emergency permits from the Central Valley Regional Water Quality Control Board (RWQCB) pursuant to Clean Water Act (CWA) Section 401 and the California Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code Section 1610, per their respective permit compliance measures. Full details can be found in the change order attached to this staff report.

- Additional site visit to monitor the project activities
- Preparation for and conducting the in-field worker education training in compliance with emergency permits
- Additional requests by permitting agencies including compensatory mitigation evaluation

This change order will increase the contract price by \$12,405.00.

FISCAL IMPACT:

This change order will increase the contract budget by \$12,405.00.

This amount is included in the proposed 2025-2026 budget under "Other Expenses", Bridge.

RECOMMENDATION:

Staff recommends that the Council approve the change order to the MGE contract so that the final requirements of the various permitting agencies for the emergency work can be addressed for permit closeout.

ATTACHMENTS:

- A. MGE CHANGE ORDER 2

**CHANGE ORDER NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF PORTOLA
P.O. Box1225
35 Third Avenue
Portola, California 96122
Telephone (530) 832-6800**

Date: 01/14/2026

Project Name:

City of Portola Project No.:

Change Order No. 2 to Agreement for Professional Services by and Between City of Portola and MGE Engineering, Inc. Effective as of January 14, 2026

CONSULTANT:

MGE Engineering, Inc.
7415 Greenhaven Drive, STE 100
Sacramento, CA 95831

1.0 CHANGE ORDER

1.1 This Change Order No. 2 is an amendment to the Agreement for Professional Services by and Between City of Portola and MGE Engineering, Inc., effective as of January 1, 2024 (“Agreement”) as amended by the Change Order dated June 6, 2025 (Change Order No. 1”), the terms of which are hereby incorporated into this Change Order No. 2 by this reference.

2.0 CONFLICT

2.1 In the event of any conflict between the Agreement, Change Order No. 1, and this Change Order No. 2, the terms of the Agreement shall prevail. All other terms of the Agreement shall remain in full force and effect.

3.0 AMENDMENT OF AGREEMENT

3.1 The Agreement is hereby amended to reflect the changes as follows:

3.2 CONSULTANT shall provide the supplemental services described in Attachment A, Scope of Work (“Supplemental Services”) in additional to the services described in the Agreement and Change Order No. 1.

3.3 The cost for the Supplemental Services is set forth in Attachment B, Payment for Services.

3.3.1	Original Agreement Amount:	\$162,768.00
3.3.2	Change Order # 1 Amount:	\$19,072.00
3.3.3	Change Order # 2 Amount:	\$12,405.00
3.3.3	Total Agreement Amount:	\$194,245.00

These changes are accepted and agreed by the Parties, to become effective as of the date first written above.

ACCEPTED:

	CITY OF PORTOLA		CONSULTANT	
	Signature		Signature	
By:			By:	
Title:	City Manager		Title:	
Co:	City of Portola		Co:	
Other authorized representative(s):			Other authorized representative(s):	

ATTACHMENT A - SCOPE OF WORK
ATTACHMENT B - PAYMENT FOR SERVICES

Attachment A



7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

TEL (916) 421-1000 • FAX (916) 421-1002

15 December 2025

Mr. Ryan Bonk, City Manager
City of Portola
35 Third Avenue
Portola, California 96122

Subject: **Scope of Services – Regulatory Permit Compliance Services**
Gulling Street Bridge Project
City of Portola, California

Dear Mr. Bonk:

As requested, MGE has prepared this letter for a revised scope of services to authorize regulatory compliance services and associated costs. We understand the City requires support for regulatory compliance for the emergency riprap placement permits acquired by the City and ESA's original scope of services did not include these services.

ESA requires a revision to their scope of services and fee. The contract fee revision associated with the revised scope of services is \$12,405.

I have enclosed ESA's proposal and fee estimate that details the additional scope and effort.

Please let me know if you have any questions about this request or the enclosed ESA proposal. We look forward to providing these services for the project.

Sincerely,
MGE Engineering

A handwritten signature in blue ink, appearing to read "Martin W. McIlroy", is written over a light blue horizontal line.

Martin W. McIlroy, PG, CEG, PE
Vice President

Enclosure: ESA Proposal (04 NOV 2025)



2600 Capitol Avenue, Suite 200
Sacramento, CA 95816
916.564.4500 [phone](tel:916.564.4500)
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November 4, 2025

Ryan Bonk, City Manager
City of Portola
35 Third Avenue
P.O. Box 1225
Portola, CA 96122

Subject: Proposal to Provide Regulatory Permitting Compliance Services for the Gulling Street Bridge Immediate Emergency Repair Project, City of Portola, California

Dear Mr. Bonk:

Environmental Science Associates (ESA) is pleased to submit this scope of work and cost estimate to the City of Portola ("City") to provide regulatory permitting compliance services for the Gulling Street Bridge Immediate Repair Project (project) located in the City of Portola, Plumas County, California. Specifically, ESA will address the compliance tasks noted below in response to the emergency permits from the Central Valley Regional Water Quality Control Board (RWQCB) pursuant to Clean Water Act (CWA) Section 401 and the California Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code Section 1610, per their respective permit compliance measures.

The total for the tasks described in this scope of work is \$10,498 (Table 1). This proposal also includes a request for \$1,907 (Table 2) to cover the overage associated with the additional site visit to monitor the initial project activities, responses to agency questions about the emergency applications, and preparation for and conducting the in-field worker education training in compliance with emergency permits. In total, this proposal covers services rendered under the Scope of Work provided in Attachment A, and the overage, for an amount not to exceed \$12,405 in accordance with the ESA Time and Materials Compensation Schedule. The estimated fee by task, including labor and anticipated reimbursable costs, is provided in Attachment B. Fees and charges will be billed on a monthly basis.

ESA would like to thank the City for the opportunity to present this proposal, and we look forward to continuing working with you. Should you need additional information or have any questions, please do not hesitate to contact Stephanie Gasca at sgasca@esassoc.com or (949) 870-1508.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Logue", is written over a light blue circular background.

Melissa Logue
Transportation Director – NorCal

Scope of Work

Task 1: Post-Project Site Visit

ESA will conduct a post-project site visit to document and photograph the project site upon completion of the emergency activities. ESA will use the post-project site evaluation findings and photos for incorporation into the RWQCB Notice of Completion Report (Task 2.2) and CDFW Post-Project Report (Task 3).

Deliverables

- Site photos and field notes that will be incorporated into the RWQCB Notice of Completion Report (Task 2.2) and CDFW Post-Project Report (Task 3).

Assumptions

- A stand-alone report will not be prepared for this task.

Task 2: RWQCB Emergency Permit Compliance Tasks

Per the projects Regional General Permit 8 (ORDER WQ 2023-0061-DWQ) authorization, WDID NO. 5A32CR00254, the following compliance tasks are required to be completed.

TASK 2.1: RESEARCH COMPENSATORY MITIGATION OPPORTUNITIES

Compensatory mitigation is required for permanent physical loss and permanent ecological degradation of waters of the state by purchasing 0.01 acre of stream channel credit from a U.S. Army Corps of Engineers-approved mitigation bank or 0.01 aquatic resource credit from the National Fish and Wildlife Foundation's Sacramento District California In-Lieu Fee Program in the Feather Aquatic Resource Service Area. ESA will assist in gathering the information from the mitigation bank and in-lieu fee program to provide the City with the available mitigation options and fees associated with each. Mitigation credits shall be purchased within 90 days of initiating the emergency project and prior to the Central Valley Water Board's approval of a Notice of Completion.

Deliverables

- Email correspondence will be provided documenting available mitigation credits for the mitigation bank and in-lieu program.

Assumptions

- ESA will not be responsible for entering into agreements and securing credits from mitigation banks and in-lieu fee programs. Payment of all fees will be the responsibility of the City.
- Per the project's authorization from the RWQCB, Mitigation credits shall be purchased within 90 days of initiating the emergency project and prior to the Central Valley Water Board's approval of a Notice of Completion.

TASK 2.2: PREPARE NOTICE OF COMPLETION REPORT

ESA will prepare the Notice of Completion documenting that the emergency project activities were carried out in accordance with the description provided in the Notice of Intent. The Notice of Completion will be prepared following the requirements identified in Attachment E of the Order.

Deliverables

- Electronic (PDF and Word) version of draft Notice of Completion.
- Electronic (PDF) version of the final Notice of Completion report.

Assumptions

- The Notice of Completion will be submitted within 45 calendar days of completion of project activities.
- Notice of Completion versions and review cycles: One round of combined comments from the City and MGE Engineering on the NOC will be addressed and incorporated into final electronic version.

Task 3: Prepare CDFW Post-Project Report

Utilizing the data gathered from the site visit in Task 1, ESA will prepare a post-project report in compliance with the CDFW Emergency Notification. The report will document the completed work through photographs and a summary of activities completed.

Deliverables

- Electronic (PDF and Word) version of draft report.
- Electronic (PDF) version of the final report.
- One (1) electronic submittal to CDFW on behalf of the City.

Assumptions

- Report versions and review cycles: One round of combined comments from the City and MGE Engineering on the post-project report will be addressed and incorporated into final electronic version.

Attachment B

Estimated Fee

Table 1. Estimed Fee by Task

		J. Whitfield	S. Gasca	A, Catanuso	F. Marquez	B. Mukogawa	ESA LABOR TOTAL BY HOURS / DOLLARS		TOTAL ESA LABOR COST & FEES			TOTAL EXPENSE	TOTAL PROJECT COST
		Principal Consultant 3	Managing Consultant 4	Consultant 5	Associate Consultant 4	Consultant 4	ESA	ESA	Technology & Data Management Fee	Total Labor Fees	Total ESA Labor	Total Expense	
Task #	Task Name/Description	\$276	\$266	\$165	\$189	\$152	Total Hours	Labor Amount				Total Expense	
1.1	Post-Project Site Visit		2	10	2		14.00	\$ 2,560	\$ 77	\$ 77	\$ 2,637	\$ 265	\$ 2,901
1	Task 1	0	2	10	2	0	14.00	\$ 2,560	\$ 77	\$ 77	\$ 2,637	\$ 265	\$ 2,901
2.1	Research Compensatory Mitigation Opportunities		2			4	6.00	\$ 1,140	\$ 34	\$ 34	\$ 1,174	\$ -	\$ 1,174
2.2	Prepare Notice of Completion Report	1	3		4	10	18.00	\$ 3,350	\$ 101	\$ 101	\$ 3,451	\$ -	\$ 3,451
2	Task 2	1	5	0	4	14	24.00	\$ 4,490	\$ 135	\$ 135	\$ 4,625	\$ -	\$ 4,625
3.1	Prepare CDFW Post Project Report		3		3	10	16.00	\$ 2,885	\$ 87	\$ 87	\$ 2,972	\$ -	\$ 2,972
3	Task 3	0	3	0	3	10	16.00	\$ 2,885	\$ 87	\$ 87	\$ 2,972	\$ -	\$ 2,972
	Total	1	10	10	9	24	54.00	\$ 9,935	\$ 298	\$ 298	\$ 10,233	\$ 265	\$ 10,498

PROJECT COST ESTIMATE SUMMARY TABLE	
ESA Labor	\$9,935
Technology and Data Management Fee	\$298
ESA Labor Amount	\$10,233
ESA Non-Labor Expenses	
Reimbursable Expenses (Details Attachment A)	\$265
Subtotal ESA Non-Labor Expenses	\$265
PROJECT TOTAL	\$10,498

Table 2. Gulling St. Bridge Emergency Repair Permitting Budget Status

TASKS	BUDGET	BUDGET REMAINING
USACE Sec-404 Emergency Permit App	\$6,865.00	\$38.83
NOI - CW Act Sec 401 WQ Cert RGP 8	\$4,949.00	\$65.90
CDFW Emergency Notification	\$4,224.00	<\$671.62>
Project Team and Agency Coordination	\$5,661.00	<\$888.66>
Agency Site Visit	\$3,255.00	\$62.00
Pre-Construction Surveys/Monitoring	\$6,856.00	<\$1,216.80>
Other Direct Costs	\$1,638.00	\$702.96
Total	\$33,448.00	<\$1,907.39>
Notes: Values in "< >" indicate an overage.		