

AMENDMENT NO. 4 TO AGREEMENT NO. C2014 017

This Amendment No. 4 to Agreement No. C2014 017 (hereinafter "Amendment") is dated this _____ day of _____, 2016, by and between the City of Napa, a municipal corporation (hereinafter "City"), and Lawrence V. Gossett, dba Gossett Civil Engineering, a sole proprietorship (hereinafter "Consultant").

RECITALS

A. City and Consultant entered into Agreement No. C2014 017 (hereinafter "Agreement") for professional services in the amount of \$70,000, by which the Consultant agreed to perform services more particularly described in the Agreement and generally including professional engineering on-call services to perform various projects and activities in support of the Development Engineering Division of the Public Works Department.

B. City has determined that additional services are required, beyond those described in the Agreement, in order to continue the work commenced under the Agreement and Amendments No. 1, 2, and 3.

C. After negotiations between the parties, Consultant agreed to perform the additional services more particularly described in Exhibit "A," attached hereto and incorporated herein by reference, in return for the compensation set forth in this Amendment.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. INCORPORATION BY REFERENCE. This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

2. SCOPE OF ADDITIONAL SERVICES. Consultant shall perform the additional services described in Exhibit "A" in accordance with the terms and conditions of the Agreement.

3. PAYMENT. For additional services performed by Consultant in accordance with this Amendment, City will compensate Consultant in accordance with the terms and conditions of the Agreement in an amount not to exceed \$95,000. Thus, the total compensation payable to the Consultant in accordance with the Agreement as amended herein shall not exceed \$390,000 (\$70,000 for the original Agreement plus \$75,000 for Amendment No. 1; \$75,000 for Amendment No. 2; \$75,000 for Amendment No. 3; and \$95,000 for Amendment No.4).

4. ENTIRE AGREEMENT. This Amendment (including the Agreement as amended herein and all documents incorporated herein by reference) comprises the entire integrated understanding between the parties concerning the services described in this Amendment. This Amendment supersedes all prior negotiations, agreements and understandings regarding the additional services described herein, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all.

5. SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the Consultant and the City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

CITY OF NAPA:

(Signature)

Jacques R. LaRochelle, Public Works Director
(Type name and title)

ATTEST:

(Signature)

Dorothy Roberts, City Clerk
(Type name and title)

COUNTERSIGNED:

(Signature)

Desiree Brun, City Auditor
(Type name and title)

APPROVED AS TO FORM:

(Signature)

Michael Barrett, City Attorney
(Type name and title)

Budget Code: \$35,000 - GL 49013-53201
\$10,000 - GL 43013-53201
\$50,000 - GL 43018-53201

CONSULTANT:

Lawrence V. Gossett, dba Gossett Civil Engineering, a sole proprietorship

By: _____

(Signature)

Lawrence V. Gossett, P.E.

(Print name and title)

*Corporation, partnership, limited liability corporation, sole proprietorship, etc.

Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President **and** the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

EXHIBIT "A"

SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

TASKS

Professional Engineering On-Call Services under this agreement may include, but are not limited to, the following activities/projects on behalf of the Development Engineering Division (DED) of the Public Works Department:

- Conduct review of Public Works Department standard conditions of approval and Policy Resolution #27 and prepare a revised set of standardized conditions of approval and mitigation measures.
- Review of various private development applications such as tentative subdivision and parcel maps, use permits, lot line adjustments, building permits and grading permits to determine the impact of the proposed development on City facilities including streets, drainage, water distribution, grading, parking, pedestrian and vehicular circulation, clean water/erosion control aspects of projects and floodplain/floodway issues..
- Prepare conditions of approval to address development related impacts.
- Represent DED and/or Public Works, as necessary, at IDR/PERC, Planning Commission and City Council meetings/hearings.
- Review of private development improvement plans for technical correctness and conformance with general engineering principles, state law (Subdivision Map Act), City Code and Standards, conditions of approval, and approved Tentative Maps.
- Review studies, reports, and/or materials associated with development projects including but not limited to improvement agreements, bonds, deeds, offers of dedication, and CEQA documents.
- Prepare or review various drainage analysis, calculations, reports or studies related to drainage improvements associated with development projects or City maintenance or capital improvement projects.
- Prepare various correspondence between DED and other Public Works Divisions, other City departments, various outside agencies and utilities and the public as they relate to assigned work.
- Revise and replace the July 2008 City of Napa Public Works Department Drainage Design Standards and the Drainage Standard Drawings.
- Other tasks as assigned in support of overall division objectives