

AMENDMENT NO. 2 TO AGREEMENT NO. C2018-144 *Environmental Consulting Services for Heritage House*

City Budget Code: 49711-53201

This Amendment No. 2 ("**Amendment**") to City Agreement No. **C2018-144**, entitled Environmental Consulting Services for Heritage House ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and David J. Powers & Associates, Inc., a California corporation ("**Consultant**"), is effective on the Effective Date identified on the signature page.

RECITALS

A. City and Consultant entered into the Agreement, effective June 8, 2018, for an amount not to exceed \$208,265 with a contingency of \$18,651, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including the preparation of environmental documents in compliance with the California Environmental Quality Act ("CEQA") and the National Environmental Protection Act ("NEPA") related to a proposed development known as Heritage House (File No. PL17-0014) (the "Project.") City and Consultant previously entered into Amendment No. 1 to the Agreement, effective June 19, 2019.

B. City has determined that additional Services ("**Additional Services**") are required to continue, modify, or expand the Services performed under the Agreement, as set forth in the *Scope of Additional Services and Schedule of Performance*, attached hereto as **Exhibit "A"** and incorporated herein by reference.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. **INCORPORATION BY REFERENCE.** Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.
2. **SCOPE OF ADDITIONAL SERVICES.** Consultant will perform the Additional Services described in Exhibit "A" in accordance with the terms and conditions of this Amendment.
3. **PAYMENT.** City will compensate Consultant for satisfactory performance of the Additional Services in an amount not to exceed \$122,893. The cumulative total compensation payable to the Consultant will not exceed \$349,809 without prior written authorization from the City (based on \$226,916 for the original Agreement and any prior amendments thereto, plus \$122,893 for this Amendment).
4. **ENTIRE AGREEMENT.** The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Additional Services. This Amendment supersedes all prior negotiations, agreements and understandings regarding the Additional Services, 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, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.
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

ATTACHMENT 2

legal entities of Consultant and City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

CONSULTANT:
DAVID J. POWERS & ASSOCIATES, INC., a California corporation

By: _____
Steve Potter, City Manager

By: _____

ATTEST:

Tiffany Carranza, City Clerk

Date: _____
("Effective Date")

COUNTERSIGNED:

Desiree Brun, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney

EXHIBIT "A"

SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE

The Consultant will perform the Additional Services described below, by March 31, 2020:

See attached letter dated September 30, 2019