

**AMENDMENT NO. 2 TO AGREEMENT NO. C2016 345**

Development Engineering Division On-Call Engineering Services

City Budget Code: 49013-53201

This Amendment No. 2 ("**Amendment**") to City Agreement No. C2016 345 entitled Development Engineering Division On-Call Engineering Services ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and WILLDAN ENGINEERING, 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 November 18, 2016, for an amount not to exceed \$75,000, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including professional engineering on-call services to perform private development review and engineering plan check services in support of the Development Engineering Division of the Public Works Department.

B. City and Consultant previously entered into Amendment No. 1 for an additional \$120,000 to the Agreement, effective June 24, 2019.

C. City has determined that additional Services are required to continue, modify, or expand the Services performed under the Agreement, as set forth in the *Scope of work*, 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 *Scope of Work* 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, at the rates set forth in the *Schedule of Hourly Rates* attached hereto as Exhibit "B" and incorporated herein by reference, in an amount not to exceed \$180,000. The cumulative total compensation payable to the Consultant will not exceed \$375,000 without prior written authorization from the City (based on \$75,000 for the original Agreement, plus \$120,000 for Amendment No. 1, plus \$180,000 for this Amendment).
4. **TERM.** Paragraph 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

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The term of this Agreement shall conclude June 30, 2024, unless terminated earlier as provided herein; except that the obligations of the parties under Paragraph 12 (Indemnification) and Paragraph 13 (Insurance) 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 this Agreement, and the obligations of Consultant to City shall also continue after said expiration date or early termination in relation to the obligation prescribed by Paragraph 10 (Records of Performance), Paragraph 21 (Taxes), and Paragraph 26 (Confidentiality).

5. **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.

6. **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 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**

By:

Julie B. Lucido, Public Works Director

**ATTEST:**

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Tiffany Carranza, City Clerk

Date:

("Effective Date")

**COUNTERSIGNED:**

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Joy Riesenber, City Auditor**APPROVED AS TO FORM:**

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Michael W. Barrett, City Attorney**CONSULTANT:**

Willdan Engineering

By:

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(Signature)

Vanessa Munoz, Vice President

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(Type name and title)

By:

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(Signature)

Adel M Freij, Director Engineering

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(Type name and title)

**EXHIBIT "A"****SCOPE OF WORK**

The Consultant will perform the services described below:

**Consultant Responsibility**

Willdan Engineering (Consultant) shall provide specific engineering, financial, homeland security, and energy efficiency services as may be requested by the City of Napa (CITY); such services will be defined, scheduled and authorized using Task Orders. Services may include, but are not limited to: clerical and administrative support; general technical assistance; review of planning and environmental documents, review of development applications, and provide recommendations on Conditions of Approval for development permits; civil and building plan checking; easement, lot line adjustment, Tentative/Final Parcel/Tract Map and other subdivision plans and documents checking; construction management, inspection, material testing and contract administration; Public Works permits assistance and private development inspection; Capital Projects project management, planning, feasibility and alternatives analysis, environmental, design, specifications and estimates; assistance with outside agency regulatory permitting; assistance with bid analysis and contract award; financial analysis; formation of Assessment Districts, Special Zone of Benefits, impact fees and other similar financial programs; emergency response systems, homeland security, and public safety; energy efficiency programs; special studies and reports, and; other services as mutually agreed upon. Consultant may periodical contract for the services of subconsultants and /or specialty services upon written consent of the CITY.

**City Responsibility**

The City shall provide a work station complete with telephone and internet connection for use of Consultant City while working in the City offices. The City shall provide clerical and administration support to Consultant while working in City offices. The City shall provide typical office supplies and use of coping machine to Consultant while working in City offices. The City shall provide documents and as maps, reports, studies, correspondence and any other documents as needed for Consultant to complete the work outlined in any individual Task Order.

**EXHIBIT "B"**

**SCHEDULE OF HOURLY RATES**



# Schedule of Hourly Rates

Effective July 1, 2020 to June 30, 2021

ENGINEERING	BUILDING AND SAFETY	CONSTRUCTION MANAGEMENT	
Technical Aide I	\$69	Assistant Code Enforcement Officer	\$91
Technical Aide II	\$89	Code Enforcement Officer	\$104
Technical Aide III	\$110	Senior Code Enforcement Officer	\$123
CAD Operator I	\$111	Supervisor Code Enforcement	\$149
CAD Operator II	\$129	Plans Examiner Aide	\$98
CAD Operator III	\$143	Plans Examiner	\$149
GIS Analyst I	\$149	Senior Plans Examiner	\$163
GIS Analyst II	\$168	Assistant Construction Permit Specialist	\$104
GIS Analyst III	\$180	Construction Permit Specialist	\$110
Environmental Analyst I	\$124	Senior Construction Permit Specialist	\$129
Environmental Analyst II	\$138	Supervising Construction Permit Specialist	\$136
Environmental Analyst III	\$148	Assistant Building Inspector	\$123
Environmental Specialist	\$159	Building Inspector***	\$136
Designer I	\$149	Senior Building Inspector	\$149
Designer II	\$154	Supervising Building Inspector	\$163
Senior Designer I	\$163	Inspector of Record	\$178
Senior Designer II	\$171	Deputy Building Official	\$178
Design Manager	\$174	Building Official	\$180
Senior Design Manager	\$181	Plan Check Engineer	\$178
Project Manager I	\$160	Supervising Plan Check Engineer	\$180
Project Manager II	\$182	Principal Project Manager	\$210
Project Manager III	\$191	Deputy Director	\$214
Project Manager IV	\$206	Director	\$219
Principal Project Manager	\$210		
Program Manager I	\$178	<b>PLANNING</b>	
Program Manager II	\$193	CDBG Technician	\$72
Program Manager III	\$211	CDBG Specialist	\$87
Assistant Engineer I	\$124	CDBG Analyst	\$103
Assistant Engineer II	\$141	CDBG Coordinator	\$128
Assistant Engineer III	\$148	CDBG Manager	\$154
Assistant Engineer IV	\$153	Planning Technician	\$110
Associate Engineer I	\$158	Assistant Planner	\$136
Associate Engineer II	\$165	Associate Planner	\$149
Associate Engineer III	\$172	Senior Planner	\$168
Senior Engineer I	\$175	Principal Planner	\$180
Senior Engineer II	\$178	Planning Manager	\$195
Senior Engineer III	\$182	Deputy Director	\$214
Senior Engineer IV	\$189	Director	\$219
Supervising Engineer	\$193		
Traffic Engineer I	\$193		
Traffic Engineer II	\$206		
City Engineer I	\$206		
City Engineer II	\$216		
Deputy Director	\$214		
Director	\$219		
Principal Engineer	\$238		

\*\* For Non-Prevailing Wage Project    \*\*\* For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2020 thru June 30, 2021, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent.

Rev. 6/30/20