

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 WILL DAN 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:

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

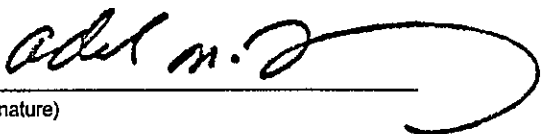
**ATTEST:**

\_\_\_\_\_  
Tiffany Carranza, City Clerk

Date: \_\_\_\_\_  
("Effective Date")

**CONSULTANT:**  
Willdan Engineering

By:   
\_\_\_\_\_  
(Signature)  
Vanessa Munoz, Vice President  
\_\_\_\_\_  
(Type name and title)

By:   
\_\_\_\_\_  
(Signature)  
Adel M Freij, Director Engineering  
\_\_\_\_\_  
(Type name and title)

**COUNTERSIGNED:**

\_\_\_\_\_  
Joy Riesenbergs, City Auditor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael W. Barrett, City Attorney

**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**

**1**



WILLDAN ENGINEERING

# 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	Labor Compliance Specialist	\$123
Technical Aide II	\$89	Code Enforcement Officer	\$104	Labor Compliance Manager	\$154
Technical Aide III	\$110	Senior Code Enforcement Officer	\$123	Utility Coordinator	\$163
CAD Operator I	\$111	Supervisor Code Enforcement	\$149	Assistant Construction Manager	\$135
CAD Operator II	\$129	Plans Examiner Aide	\$98	Construction Manager	\$156
CAD Operator III	\$143	Plans Examiner	\$149	Senior Construction Manager	\$176
GIS Analyst I	\$149	Senior Plans Examiner	\$163	Project Manager IV	\$206
GIS Analyst II	\$168	Assistant Construction Permit Specialist	\$104	Deputy Director	\$214
GIS Analyst III	\$180	Construction Permit Specialist	\$110	Director	\$219
Environmental Analyst I	\$124	Senior Construction Permit Specialist	\$129	INSPECTION SERVICES	
Environmental Analyst II	\$138	Supervising Construction Permit Specialist	\$136	Public Works Observer**	\$105
Environmental Analyst III	\$148	Assistant Building Inspector	\$123	Public Works Observer***	\$128
Environmental Specialist	\$159	Building Inspector***	\$136	Senior Public Works Observer**	\$115
Designer I	\$149	Senior Building Inspector	\$149	Senior Public Works Observer***	\$128
Designer II	\$154	Supervising Building Inspector	\$163	MAPPING AND EXPERT SERVICES	
Senior Designer I	\$163	Inspector of Record	\$178	Survey Analyst I	\$129
Senior Designer II	\$171	Deputy Building Official	\$178	Survey Analyst II	\$149
Design Manager	\$174	Building Official	\$180	Calculator I	\$129
Senior Design Manager	\$181	Plan Check Engineer	\$178	Calculator II	\$143
Project Manager I	\$160	Supervising Plan Check Engineer	\$180	Calculator III	\$155
Project Manager II	\$182	Principal Project Manager	\$210	Senior Survey Analyst	\$168
Project Manager III	\$191	Deputy Director	\$214	Supervisor - Survey & Mapping	\$182
Project Manager IV	\$206	Director	\$219	Principal Project Manager	\$210
Principal Project Manager	\$210	PLANNING		LANDSCAPE ARCHITECTURE	
Program Manager I	\$178	CDBG Technician	\$72	Assistant Landscape Architect	\$129
Program Manager II	\$193	CDBG Specialist	\$87	Associate Landscape Architect	\$149
Program Manager III	\$211	CDBG Analyst	\$103	Senior Landscape Architect	\$163
Assistant Engineer I	\$124	CDBG Coordinator	\$128	Principal Landscape Architect	\$180
Assistant Engineer II	\$141	CDBG Manager	\$154	Principal Project Manager	\$210
Assistant Engineer III	\$148	Planning Technician	\$110	ADMINISTRATIVE	
Assistant Engineer IV	\$153	Assistant Planner	\$136	Administrative Assistant I	\$81
Associate Engineer I	\$158	Associate Planner	\$149	Administrative Assistant II	\$98
Associate Engineer II	\$165	Senior Planner	\$168	Administrative Assistant III	\$114
Associate Engineer III	\$172	Principal Planner	\$180	Project Accountant I	\$92
Senior Engineer I	\$175	Planning Manager	\$195	Project Accountant II	\$108
Senior Engineer II	\$178	Deputy Director	\$214	Project Controller I	\$114
Senior Engineer III	\$182	Director	\$219	Project Controller II	\$129
Senior Engineer IV	\$189				
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