



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

**THIRD AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AGREEMENT NO. 2021-11**

PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT NO. 2021-11 is made and entered into as of this 19th day of May, 2025, by and between the Napa-Vallejo Waste Management Authority, a joint powers authority organized under the laws of the State of California pursuant to Government Code section 6500 et seq., hereinafter referred to as "AUTHORITY," and Paul N. Bartelt, P.E. (DBA as Bartelt Engineering) 1303 Jefferson Street, 200B, Napa, CA 94559, hereinafter referred to as "CONSULTANT." AUTHORITY and CONSULTANT will be referred to from time to time in this agreement individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, on June 3, 2021, AUTHORITY and CONSULTANT entered into Agreement No. 2021-11 (Agreement) whereby CONSULTANT agreed to provide as-needed civil engineering services to support operation, maintenance and permitting needs for the Devlin Road Transfer Station and the American Canyon Sanitary Landfill; and

WHEREAS, on July 13, 2023, AUTHORITY and CONSULTANT entered into the First Amendment to Agreement No. 2021-11 extending the term of the Agreement by one year, adjusting the maximum annual compensation and updating CONSULTANT's fee schedule; and

WHEREAS, on March 14, 2024, AUTHORITY and CONSULTANT entered into the Second Amendment to Agreement No. 2021-11 extending the term of the Agreement by one year and increasing the maximum annual compensation to \$145,000 for Fiscal Year 2023-2024 to account for additional engineering services for the leachate line improvements at the American Canyon Sanitary Landfill; and

WHEREAS, the Agreement will expire on June 30, 2025, and the Parties desire to extend the Agreement by one year, update CONSULTANT's fee schedule, and add \$65,000 for Fiscal Year 2025-2026 for engineering work performed on an as-needed basis;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement as follows:

TERMS

1. Section 1 of the Agreement is deleted and replaced in its entirety to read in full as follows:

1. Term of the Agreement.

(a) The term of this Agreement shall commence on June 3, 2021 and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) 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 the Agreement, and the obligations of CONSULTANT to AUTHORITY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. Section 3 of the Agreement is deleted and replaced in its entirety to read in full as follows:

3. Compensation.

(a) Rates. In consideration of CONSULTANT's fulfillment of the promised work, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Attachment A-2 to Exhibit "A" for services performed prior to July 1, 2023. Commencing with services performed on or after July 1, 2023, AUTHORITY shall pay CONSULTANT at rates set forth in Exhibit "A-1," Napa-Vallejo Waste Management Authority Fee Schedule, attached hereto and hereby incorporated by reference. Commencing with services performed on or after July 1, 2025, AUTHORITY shall pay CONSULTANT at rates set forth in Exhibit "A-2," attached hereto and hereby incorporated by reference.

(b) Expenses. Travel and other expenses will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Exhibit "A-1." Travel and other expenses incurred on or after July 1, 2025, will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Exhibit "A-2."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments for professional services under this Agreement shall not exceed Sixty Thousand Dollars (\$60,000.00) in any given contract year through June 30, 2023, One Hundred Forty-Five Thousand Dollars (\$145,000.00) in Fiscal Year 2023-2024, Sixty-Eight Thousand Dollars (\$68,000.00) in Fiscal Year 2024-2025, and Sixty-Five Thousand


Dollars (\$65,000.00) in Fiscal Year 2025-2026; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. This Third Amendment represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Third Amendment shall remain in full force and effect.

4. This Third Amendment may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Third Amendment is executed by the AUTHORITY, by and through the Chair of its Board of Directors, and by CONSULTANT through its duly authorized officer(s).

Paul N. Bartelt, P.E. DBA
Bartelt Engineering, a Sole Proprietorship

By: 
PAUL N. BARTELT, Principal Engineer and Sole
Proprietor

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By _____
MARY LUROS, NVWMA Chair

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Authority Counsel Date: <u>May 2, 2025</u> PL Doc. No. 131020	APPROVED BY THE AUTHORITY BOARD OF DIRECTORS Date: _____ Processed By: _____ Secretary of the Authority	ATTEST: MARIE NICHOLAS Secretary of the Authority By: _____
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Exhibit A-2

NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY FEE SCHEDULE

1. Listed herein are typical fees for the engineering services most frequently performed by Bartelt Engineering. Fees for other services, not listed, will be given upon request.
2. Materials and expenses (printing, plotting, courier services, subcontracts, fees, etc.) are invoiced at cost plus 20%.
3. Invoices will be submitted by Consultant from time to time but no more frequently than every two weeks and will become due on presentation. Accounts unpaid after 15 days from invoice date will be considered past due and subject to a late payment charge at the rate of 18% per annum.
4. This fee schedule is applicable until June 30, 2026 and is limited to that date in any contract of which it is a part, unless special provisions are included in the original contract. Compensation for work yet to be performed after that date shall be adjusted accordingly and shall reflect a change in the Fixed Fee or Not to Exceed figures in the attached contract.
5. Travel time is charged at normal billing rates.
6. Out of pocket expenses for travel outside the Counties of Napa, Sonoma, Solano, or Lake will be charged to Client. Travel expenses will include meals and lodging for required overnight trips.

PERSONNEL RATES

Principal Engineer	\$255.00 per hour
Principal Engineer: Public Meeting	\$385.00 per hour
Project Engineer	\$230.00 per hour
Project Engineer: Public Meeting	\$345.00 per hour
Senior Engineer	\$210.00 per hour
Staff Engineer	\$195.00 per hour
Assistant Engineer	\$180.00 per hour
Engineering Designer	\$180.00 per hour
Engineering Technician	\$165.00 per hour
Senior Draftsperson	\$150.00 per hour
Junior Draftsperson	\$130.00 per hour
Clerical	\$90.00 per hour

Depositions, Hearings, or Court Appearances by the Principal Engineer are charged at \$625.00 per hour. Half-day and full-day minimums apply for Expert Testimony.