



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

**FIFTH AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY AGREEMENT NO. 2020-02**

PROFESSIONAL SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO AGREEMENT 2020-02 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 WSP USA, Inc., 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, the Parties entered into Agreement 2020-02 ("Agreement") which authorized CONSULTANT to provide certain professional services to Authority for a period of one year commencing on July 1, 2019, with two one-year extensions; and

WHEREAS, on May 5, 2022, the Board approved the First Amendment to the Agreement extending the contract duration to June 30, 2023, and amending the scope of work to include services for Fiscal Year 2022-2023; and

WHEREAS, on May 11, 2023, the Parties entered into the Second Amendment to the Agreement extending the contract duration to June 30, 2024; and

WHEREAS, on July 13, 2023, the Parties entered into the Third Amendment to the Agreement to increase the maximum compensation for Fiscal Year 2022-2023 by \$40,000 to pay an outstanding invoice from that fiscal year that was delayed by WSP USA's acquisition of Golder Associates USA, the original consultant retained by the AUTHORITY under this Agreement; and

WHEREAS, on May 9, 2024, the Parties entered into the Fourth Amendment to the Agreement to amend the scope of work and fee schedule to include services for Fiscal Year 2024-2025 and extend the contract duration to June 30, 2025; and

WHEREAS, the Parties desire to amend the Agreement to extend the contract duration to June 30, 2026, and amend the scope of work and fee schedule to include services for Fiscal Year 2025-2026;

NOW, THEREFORE, in consideration of the recitals stated above and the mutual obligations of the Parties expressed herein, the Parties agree to amend the Agreement as follows:

TERMS

1. Section 1 of the Agreement is amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2019 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 2 of the Agreement is amended to read in full as follows:

2. **Scope of Services.** CONSULTANT shall provide AUTHORITY those services set forth in Exhibit "A," attached hereto and incorporated by reference herein, including its own Attachment "A-1." Commencing on July 1, 2022, CONSULTANT shall provide AUTHORITY those services set forth in its Proposal No. GL 19120267 dated April 22, 2022, attached hereto as Exhibit "A-1" and hereby incorporated by reference. Commencing on July 1, 2024, CONSULTANT shall provide AUTHORITY those services set forth in its Proposal No. GL 19120267.000 dated April 9, 2024, attached hereto as Exhibit "A-2" and hereby incorporated by reference. Commencing on July 1, 2025, CONSULTANT shall provide AUTHORITY those services set forth in its Proposal No. US0033887.5603 dated May 7, 2025, attached hereto as Exhibit "A-3" and hereby incorporated by reference.

3. Section 3 of the Agreement is amended 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 Exhibit "B," attached hereto and incorporated by reference herein, with an annual labor rate increase no greater than 2% per each fiscal year. Commencing on July 1, 2022, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Attachment "A" of Exhibit "A-1." Commencing on July 1, 2024, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Attachment "1" of Exhibit "A-2." Commencing on July 1, 2025, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Attachment "1" of Exhibit "A-3."

- (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 "B." Commencing on July 1, 2022, AUTHORITY shall reimburse CONSULTANT for travel and other expenses at the unit rates set forth in Attachment "A" of Exhibit "A-1," upon submission of an invoice in accordance with Paragraph 4 below. Commencing on July 1, 2024, AUTHORITY shall reimburse CONSULTANT for travel and other expenses at the unit

rates set forth in Attachment “2” of Exhibit “A-2,” upon submission of an invoice in accordance with Paragraph 4 below. Commencing on July 1, 2025, AUTHORITY shall reimburse CONSULTANT for travel and other expenses at the unit rates set forth in Attachment “2” of Exhibit “A-3,” upon submission of an invoice in accordance with Paragraph 4 below.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments for professional services under this Agreement for Fiscal Year 2019-2020 shall be a total of One Hundred Forty-five Thousand Six Hundred Dollars (\$145,600.00); and, if renewed for Fiscal Year 2020-2021, a total of One Hundred Forty-eight Thousand Five Hundred Twelve Dollars (\$148,512.00); and if renewed for Fiscal Year 2021-2022, One Hundred Fifty-one Thousand Four Hundred Eighty-two dollars, (\$151,482.00); for Fiscal Year 2022-2023, a total of One Hundred Seventy-nine Thousand Nine Hundred Thirty-nine Dollars (\$179,939.00); for Fiscal Year 2023-2024, a total of One Hundred Thirty-nine Thousand Nine Hundred Thirty-nine Dollars (\$139,939.00); for Fiscal Year 2024-2025, a total of One Hundred Fifty-eight Thousand Six Hundred Ninety-four Dollars (\$158,694.00); for Fiscal Year 2025-2026, a total of One Hundred Eighty-Nine Thousand Nine Hundred Sixty-Six Dollars (\$189,966.00) 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.

4. This Fifth 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 Fifth Amendment shall remain in full force and effect.

5. This Fifth 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.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Fifth 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).

WSP USA, Inc.

By: *Kris H. Johnson*
KRIS JOHNSON

By: *Jeffrey Dobrowolski*
JEFFREY DOBROWOLSKI

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By: _____
MARY LUROS, NVWMA Chair

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u><i>Thomas C. Zeleny</i></u> Authority Counsel</p> <p>Date: <u>May 14, 2025</u></p>	<p>APPROVED BY THE AUTHORITY BOARD OF DIRECTORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Secretary of the Authority</p>	<p>ATTEST: MARIE NICHOLAS Secretary of the Authority</p> <p>By: _____</p>
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