



NAPA-VALLEJO WASTE  
MANAGEMENT AUTHORITY

**SECOND AMENDMENT TO  
NAPA-VALLEJO WASTE MANAGEMENT  
AUTHORITY AGREEMENT NO. 2023-02**

**THIS SECOND AMENDMENT TO AGREEMENT 2023-02** is made and entered into as of this 13<sup>th</sup> day of February 2025, by and between the Napa-Vallejo Waste Management Authority, hereinafter referred to as “AUTHORITY,” a joint powers agency organized under the laws of the State of California pursuant to Government Code section 6500 et seq., and Sonoma RSA, Inc. dba RSA+, a California Type S Corporation, hereinafter referred to as “CONSULTANT.” AUTHORITY and CONSULTANT will be referred to from time to time in this Amendment individually as “Party” and collectively as “Parties.”

**RECITALS**

**WHEREAS**, on July 14, 2022, the Parties entered into Agreement 2023-02 (“Agreement”) for engineering, architectural and related services to support design and construction of the Devlin Road Transfer Station C&D Building, Project No. 17810 (“Project”); and

**WHEREAS**, on May 9, 2024, the Parties entered into the First Amendment to the Agreement to extend the term to June 30, 2026, to provide support during construction of the Project, and to update CONSULTANT’s fee schedule; and

**WHEREAS**, the Agreement divides the Project into three phases, with each phase assigned a maximum compensation, and a maximum compensation set for the entire contract calculated by the sum of all three phases; and

**WHEREAS**, the Project is currently in Phase 3, and while there are still funds available in the first two phases, additional compensation is needed for Phase 3; and

**WHEREAS**, the Parties desire to remove the maximum compensation assigned to the three phases, which will allow CONSULTANT to continue work on Phase 3 without increasing the total maximum compensation established for the Agreement;

**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 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 Attachment 3 to Exhibit “A,” not to exceed the maximum amount set forth in

subparagraph (c). For services provided on or after July 1, 2024, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Exhibit "B," attached hereto and hereby incorporated by reference, not to exceed the maximum amount set forth in subparagraph (c).

(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 Attachment 3 to Exhibit "A." For expenses incurred on or after July 1, 2024, 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."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments for professional services under this Agreement shall not exceed Two Million Two Hundred Twenty Thousand Dollars (\$2,220,000.00); provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(d) Rate Adjustments. After December 31, 2024, AUTHORITY may increase the unit prices or hourly rates in Exhibit "B" upon approval of CONSULTANT's written request and justification as set forth in this subparagraph. Increases may only be made once per year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one-year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later years. CONSULTANT's request and justification must include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting CONSULTANT, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. AUTHORITY may only approve CONSULTANT's request in writing.

2. This Second 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 Second Amendment shall remain in full force and effect.

3. This Second 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 Second 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).

SONOMA RSA, INC., dba RSA+

DocuSigned by:  
 By: Hugh Linn  
 HUGH LINN, Principal and President

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>Thomas C. Zeleny</u> Authority Counsel</p> <p>Date: <u>February 5, 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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