

**AMENDMENT NO. 2 TO
NAPA COUNTY AGREEMENT NO. 170591B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 170591B is made and entered into in Napa County, California, this ____ day of _____, 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and West Coast Code Consultants, a California Corporation, whose mailing address is 12647 Alcosta Boulevard, Suite 445, San Ramon, California 94583, hereinafter referred to as "CONTRACTOR". COUNTY and CONTRACTOR are collectively referred to in this Amendment as "Parties".

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 170591B (the "Agreement") on November 8, 2016, to provide permit center support services including those of an International Code Council (hereafter "ICC") Certified Plans Examiner to review certain development plans for code compliance and plan check; and

WHEREAS, the Parties have previously amended the Agreement to extend the term of the agreement to June 30, 2025; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to amend the scope of services and extend the term.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR amend Agreement No. 170591B as follows:

1. Exhibit "A-1" of the Agreement is rescinded and replaced in full by the document entitled Exhibit "A-2" and all references in the Agreement to Exhibit "A" or "A-1" shall mean Exhibit "A-2".
2. Paragraph 1 & 3 are hereby amended as follows:
 1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire June 30, 2026, 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 CONTRACTOR to COUNTY 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). The term of this agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing July 1 and ending on June 30.

3. Compensation.

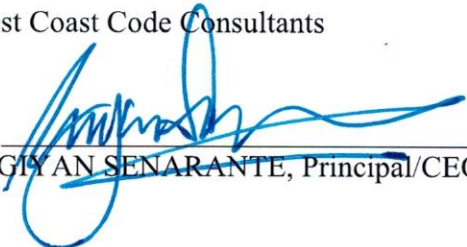
- (a) Rates. In consideration of CONTRACTOR'S fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "A-2" attached hereto and incorporated by reference herein.
- (b) Expenses. No travel or other expenses will be reimbursed by the County.
- (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this agreement shall not exceed One Hundred Thousand Dollars (\$100,000) per fiscal year, provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

3. Excepted as provided in paragraphs 1 and 2 above, the terms and provisions of the Agreement shall remain in full force and effect.
4. The Parties acknowledge that this Amendment shall be effective as of July 1, 2025, and shall apply from that date forward.

IN WITNESS WHEREOF, this Amendment No. 2 to the Agreement was executed by the parties hereto as of the date first above written.

West Coast Code Consultants

By 
GIVAN SENARANTE, Principal/CEO

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

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| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Chief Deputy County Counsel</p> <p>Date: <u>June 9, 2025</u></p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> |
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EXHIBIT A-2 FEE SCHEDULE

| WC ^a PROPOSED FEE AND RATE SCHEDULE - FISCAL YEAR 2025/2026 <i>(Additional terms and conditions follow)</i> | |
|---|---------------------------------------|
| FIXED FEES* | |
| COMPREHENSIVE RESIDENTIAL PLAN REVIEW <i>(Life Safety, Structural, MEP, Accessibility, CALGreen, Title 24)</i> | 65% of Plan Review Fees |
| COMPREHENSIVE NON-RESIDENTIAL PLAN REVIEW <i>(Life Safety, Structural, MEP, Accessibility, CALGreen, Title 24)</i> | 65% of Plan Review Fees |
| RESIDENTIAL STRUCTURAL ONLY PLAN REVIEW <i>(Full Structural review by a registered California Engineer)</i> | 40% of Plan Review Fees |
| NON-RESIDENTIAL STRUCTURAL ONLY PLAN REVIEW <i>(Full Structural review by a registered California Engineer)</i> | 45% of Plan Review Fees |
| Project Valuation > \$250,000 | Per Hourly Rates Below |
| Revisions, Deferred Submittals, RFI's etc. | Per Hourly Rates Below |
| Minimum Plan Review | 2-Hour per Hourly Rate Schedules |
| Expedited Plan Review | 150% Per Hourly Rate Schedules |
| HOURLY RATES * | |
| ICC Certified Building Official | \$180/Hr |
| Senior Project Manager | \$170/Hr |
| Structural Plan Review Engineer (Registered SE) | \$155/Hr |
| Building Plan Review Engineer (Registered PE) | \$150/Hr |
| Certified Fire Plans Examiner | \$145/Hr |
| Certified Building Plans Examiner | \$145/Hr |
| CASp Plans Examiner / Inspector | \$155/Hr ** |
| Certified Senior Building Inspector | \$155/Hr ** |
| Certified Building Inspector III | \$150/Hr ** |
| Certified Building Inspector II (Commercial) | \$145/Hr ** |
| Certified Building Inspector I (Residential) | \$125/Hr ** |
| Permit Technician / Administrative Support | \$95/Hr |
| MISCELLANEOUS SERVICES | |
| Reimbursable Expenses | At Cost + 10% |
| Mileage Expenses | IRS Standard Rate + Staff Hourly Rate |

TERMS & CONDITIONS

- **Annual Hourly Rate Adjustment** – WC3's proposed hourly rates are applicable through June 30, 2026. Hourly rates are subject to an annual increase based on a minimum 3% cost-of-living, the Engineering News Record's (ENR) Construction Cost Index (CCI), or the Consumer Price Index - Urban (CPI-U); whichever is greater.
- **Fixed Fee Plan Review Services** – Plan check services include an initial review, second review, and minor third review (if needed) for approval of the plans. Any additional time required beyond the third plan review will be billed on an hourly basis, with prior approval by the County.
- **Preliminary, Revisions and Deferred Submittals** – Preliminary plan reviews, review of revisions after a project has been approved, review of shop drawings, and review of deferred submittals, etc., will be completed on an hourly basis with a minimum charge of 2 hours and a mutually acceptable not-to-exceed amount.
- **Expedited Plan Review** – Expedited plan review may be accommodated upon request with 24 hours notice. This service will be accommodated for both percentage based and fixed fee/contract rate packages, as well as for hourly rate contracts and services.
- **Electronic Plan Review** – Electronic plan review services will be performed for percentage based plan review services facilitated off-site at WC3 office locations, as well for hourly plan review projects. WC3 will automatically coordinate all processes.
- **** Prevailing Wage Assignments** – Proposed hourly rates for inspection services are not applicable to prevailing wage assignments. Any prevailing wage assignments will be based on current prevailing wage rates mandated by Department of Industrial Relations (DIR).
- **On-Site, In-House or Inspection Services** – On site or in-house services (plan review, permit technician, CBO services) will be provided in eight (8) hour segments. A four (4) or eight (8) hour minimum is required for all requested inspection services.
 - **Overtime** – On-site, in-house or inspection services more than forty (40) hours a week, overtime work, holiday work, weekend work, etc. will be invoiced as follows:
 - **Overtime** – One hundred fifty percent (150%) of regular rates. Overtime is defined as working more than forty (40) hours a week, more than eight (8) hours a day or more than six (6) consecutive days in a week.
 - **Double Overtime** – Two hundred percent (200%) of regular rates. Double overtime is defined as working more than twelve (12) hours a day or working more than eight (8) hours on the seventh consecutive day of work.
- **Holidays and Weekends** – Two hundred percent (200%) of regular rates.
- **Reimbursable Expenses** – Reimbursable expenses (i.e. courier/delivery charges, specialized equipment rentals or printing costs) will be authorized prior to charge and billed at actual cost + 10% mark up.
- **Mileage Expenses** – When applicable, reimbursements for mileage are for the use of personal automobiles within the County's limits, typically for Building Inspectors. Reimbursements for mileage are applicable to the staff hourly rate plus the Internal Revenue Service's (IRS) standard mileage rate.

- **Invoicing Procedures** – *At the beginning of each month, WC3 will furnish an invoice and a statement of the work performed for compensation during the preceding month. Such statement will also include a detailed record, if applicable, of the month's actual reimbursable and mileage expenditures.*