

**AMENDMENT NO. 7
NAPA COUNTY AGREEMENT NO. 170518B**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 7 OF NAPA COUNTY AGREEMENT NO 170518B is made and entered into as of this ____ day of March, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Interwest Consulting Group, whose mailing address is 1613 Santa Clara Drive, Suite 100, Roseville, CA 95661, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 170518B (previously 6851) on August 3, 2006, to provide for review of development plans for code compliance plan check; and

WHEREAS, the parties previously amended the Agreement to amend the scope of work as well as to increase the maximum compensation payable to CONTRACTOR for services provided during Fiscal Year 2019/2020 and future fiscal years; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to increase the maximum compensation payable to CONTRACTOR for services provided during Fiscal Year 2022/2023 and future fiscal years.

TERMS

NOW, THEREFORE, the Agreement is amended as follows:

1. Paragraph 3 of the Agreement is hereby amended to read in full as follows:

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 "B", attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 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 under this Agreement shall be a total of Three Hundred Fifty Thousand Dollars (\$350,000) for professional services and expenses per fiscal year; 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.

2. Except as provided in paragraph 3 above, the terms and provisions of the Agreement

shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 7 to the Agreement was executed by the parties hereto as of the date first above written.

INTERWEST CONSULTING GROUP

By: _____
Paul Meschino, President of Operations

By: _____
David Kniff, Assistant Secretary

CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Jason M. Dooley</u> Date: <u>February 22, 2023</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT "B"

July 28, 2022

Barb Ruffino
Napa County
1195 Third St
Napa, CA 94559



Re: Letter Proposal to Fee Increase Interwest Consulting Inc. Agreement

Dear Barb Ruffino,

Interwest Consulting Group is pleased to present this letter of proposal increase fee Napa County with Interwest Consulting Inc.

PLAN REVIEW – FEE SCHEDULE

Below is our proposed fee to conduct (Professional Services) Building Division Inspection and Plan Review Services.

1. AUTHORIZED HOURLY RATES:

Interwest Consulting Group proposes the following fees for the various plan review and building inspection Services:

- ✓ Complete plan review Services – Commercial and Residential projects with construction valuation equal to or less than \$250,000, which are reviewed by County of Napa's office we propose a fee equal to 70% of the plan review fee charged by the County based on the County of Napa's adopted fee schedule.
- ✓ Plan review services include an initial first review and two back check reviews of the plan. Additional plan review services required beyond the third review will be billed at our hourly rate listed Schedule of Hourly Billing Rates shown below.
- ✓ For projects with a construction valuation greater than \$250,000 we propose that plan review services performed in the County of Napa's offices be paid utilizing the hourly billing rates listed within the Schedule of Hourly Billing Rates shown below for all plan review services provided.
- ✓ For Partial Plan Review Services such as structural only, foundation only, mechanical only, electrical only, etc., or any combination of partial reviews, we propose to provide services on an hourly basis using listed in our Schedule of Hourly Billing Rates below.
- ✓ Expedited plan review services based on availability of staff. Fees for expiated plan review performed in our office will be charged at 150% of the rate specified for typical plan review as noted above. Time frame for performance of expedited plan review services will be negotiated based on sized and company specific project.
- ✓ Site civil plan review services can be provided on an hourly basis and charged per Schedule of Billing Rates.
- ✓ CASp plan review services – Hourly Fee using the Schedule of Hourly Billing Rate below
- ✓ CASp inspection services – Hourly Fee using the Schedule of Hourly Billing Rate below
- ✓ Fire plan review services - Hourly Fee using the Schedule of Hourly Billing Rate below
- ✓ There is no charge for courier or shipping services
- ✓ Building inspection services – Hourly fee using the Schedule of Hourly Billing Rates below. There is a four-hour minimum charge per inspector for any day inspection service are provided.

Schedule of Hourly Billing Rate

Classification	Hourly Billing Rate
Licensed Plan Review Engineer (Structural, civil, electrical, mechanical)/Architect	\$145
Senior Plans Examiner	\$130
CASp	\$120
Inspector III	\$105
Inspector II	\$95
Inspector I	\$85
Permit Technician	\$75
Fire Protection Engineer	\$145
Senior Fire Plans Examiner	\$125
Fire Plans Examiner / Fire Inspector	\$110
ICC Building Plans Examiner	\$110
Inspection Overtime	150% of Above Listed Hourly Rate per CA Labor Regulations
Travel & Mileage (client requested meetings)	Current IRS approved Rates as Necessary
** Expedited Reviews- must be approved to ensure availability	Rate is 150% of above-mentioned rate schedule

EXPEDITED REVIEWS-

Expedited Reviews, when requested and availability allows, shall be invoiced at 150% of the above rates.

PRICE INCREASE

No price increase will occur during the first year of the Contract, and fee quotes for specific services shall remain firm throughout the duration of that project. Thereafter, rates will be increased annually on July 1st. The hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, all items (CPI-U), Not Seasonally Adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality of CPI for cities of similar size within the applicable region from the previous calendar year, such increase, however not to exceed 4% per annum. This increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Provided our proposal is acceptable to the county, can you please provide us a signed notice-to-proceed letter; Our team is ready to commence the new service hours immediately. We appreciate the opportunity to continue serving the County of Napa with timely and quality services.