

## AMENDMENT NO. 5 TO AGREEMENT NO. C2020-116 Storm Drain Infrastructure Condition Assessment

City Budget Code: 33SD23PW01- Design Services

This Amendment No. 5 ("**Amendment**") to City Agreement No. C2020-116 entitled **Storm Drain Infrastructure Condition Assessment ("Agreement")**, by and between the City of Napa, a California charter city ("**City**"), and **National Plant Services, Inc. ("Consultant")**, is effective on the Effective Date identified on the signature page.

### RECITALS

A. City and Consultant entered into the Agreement, effective July 16, 2020, for an amount not to exceed \$400,000.00, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally providing a condition assessment of storm drain infrastructure to determine and prioritize the Capital Improvement needs of the City's municipal separate storm sewer system (MS4). City and Consultant previously entered into Amendment No. 1 to the Agreement, effective January 6, 2021 extended the term of the Agreement; Amendment No. 2 to the Agreement, effective June 16, 2022, increased the total compensation not to exceed amount to \$875,000 and extended the term of the Agreement; Amendment No 3, effective January 13, 2023, extended the term of the Agreement; and Amendment No. 4, effective March 21, 2023, increased the total compensation not to exceed amount to \$1,375,000 and extended the term.

B. City has determined that the work on the Storm Drain Infrastructure Condition Assessment needs to continue to further determine the extent of infrastructure needing repair.

C. Consultant has agreed to continue providing services based on the rate schedule Exhibit 'B' of the original agreement.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. INCORPORATION BY REFERENCE. Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.

2. AMENDMENT.

2.1. PAYMENT. City will compensate Consultant for satisfactory performance of the additional services in an amount not to exceed \$200,000. The cumulative total compensation payable to the Consultant will not exceed \$1,575,000 without prior written authorization from the City (based on \$1,375,000 for the original Agreement and any prior amendments thereto, plus \$200,000 for this Amendment).

2.2. TERM. Exhibit "A" of the Agreement, Section 2.1 Request for Services, is hereby amended to extend the contract end date to December 31, 2025.

3. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Additional Services. This Amendment supersedes all prior negotiations, agreements and understandings regarding the Additional Services, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this

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Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.

4. **SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of Consultant and City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

**CITY:**  
**CITY OF NAPA, a California charter city**

**CONSULTANT:**  
**National Plant Services, Inc.**

By: \_\_\_\_\_  
Julie B. Lucido, Public Works Director

By: \_\_\_\_\_  
Dennis R. Keene, President

Date: \_\_\_\_\_  
("Effective Date")

**COUNTERSIGNED:**

\_\_\_\_\_  
Erika Leahy, City Auditor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christopher J. Diaz, Interim City Attorney