

**AMENDMENT NO. 1 TO AGREEMENT NO. C2021-032
ON-CALL LAND SURVEYING SERVICES**

City Budget Code: Various CIP Expenditure Accounts

This Amendment No. 1 ("**Amendment**") to City Agreement No. C2021-032, entitled Services Agreement (Professional Services) for On-Call Land Surveying Services ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and Chaudhary & Associates, a corporation ("**Consultant**"), is effective on the Effective Date identified on the signature page.

RECITALS

A. City and Consultant entered into the Agreement, effective March 12, 2021, for an amount not to exceed \$250,000, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including on-call professional land surveying services.

B. City and Consultant desire to extend the term of the agreement, increase the payment Not to Exceed total, and update the fee schedule for the Consultant.

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. **SCOPE OF SERVICES.** Consultant will perform the Services described in Exhibit "A" in accordance with the terms and conditions of this Amendment.
3. **PAYMENT.** City will compensate Consultant for satisfactory performance of the Additional On-Call Services in an amount not to exceed \$250,000. The cumulative total compensation payable to the Consultant will not exceed \$500,000 without prior written authorization from the City (based on \$250,000 for the original Agreement, plus \$250,000 for this Amendment). Rates for hourly labor and equipment shall be as shown in Exhibit "B" and shall be in effect for the full term of this Amendment.
4. **TERM.** Paragraph 5 of the Agreement ("TERM") is amended to extend the term of the Agreement until June 30, 2024.
5. **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 Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.
6. **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

By: _____
Julie B. Lucido, Public Works Director

CONSULTANT:
CHAUDHARY & ASSOCIATES, a California corporation

By: _____
Arvin Chaudhary, P.L.S., President

By: _____
Elke Chaudhary, Secretary/Treasurer

Date: _____
("Effective Date")

COUNTERSIGNED:

Joy Riesenber, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney

EXHIBIT "A"**SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE**

1.0. **SCOPE OF SERVICES.** Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.

1.1. **TYPE OF SERVICES.** The professional services may include, but not limited to, the following activities conducted to industry standards:

- Aerial photogrammetry
- Boundary and right-of-way surveys
- Topographic surveys, including cross sections
- Alignment surveys of streets, street improvements, or utility lines
- Establishment of reference points for existing monumentation
- Establishment of new monumentation for horizontal (CCS 83 Zone II) and vertical (NAVD 88) control
- Preparation of Corner Records or Records of Survey
- Preparation of Legal Descriptions and Plats
- Settlement monitoring
- Construction staking or verification of Contractor-provided construction staking

Additional requirements are as follows:

1. The Consultant's survey crew should be available within a 48-hour notice.
2. The Consultant's survey crew should be experienced with the tasks listed above.
3. The Consultant's survey party should consist of two or three persons per crew. Ideally, at least one survey party member shall be a Professional Land Surveyor registered in the State of California or a Registered Civil Engineer authorized to practice land surveying in the State of California. Alternatively, the Consultant may propose an experienced but non-licensed surveyor to serve as party chief under the direction and "responsible charge" (as defined in the Professional Land Surveyor's Act) of a Professional Land Surveyor registered in the State of California or a Registered Civil Engineer authorized to practice land surveying in the State of California. The proposal shall consist of a resume of the party chief for the City's review and approval prior to the start of any field work. The City reserves the right to reject any proposals.
4. The Consultant's project manager shall be available for periodic meetings to discuss issues related to task orders.
5. All supplies, such as, but not limited to, stakes, flagging, nails, spikes, ties, paint, etc. shall be included in the hourly rate for the survey party.
6. The Consultant must be adequately insured for liability and property damage pursuant to the conditions of the Agreement.
7. The Consultant's survey crew shall be able to provide proper traffic control in accordance with the latest California MUTCD in effect or as required by the City when carrying out their functions and duties. An encroachment permit from the City may also be required.
8. The Consultant's survey crew should be available for occasional night work (4:30 p.m. to 7:00 a.m.) upon 72-hour advance notice.
9. All survey work shall be performed and delivered in U.S. Survey Feet or as required by the City.
10. All survey work shall be performed on Epoch 2008.00, CCS 83 Zone II horizontal coordinates and use NAVD 88 vertical control.
11. Plans and Maps shall be submitted in AutoCAD Civil 3D format in use by the City at the time of issuance of the task order, and any estimates, schedules, or reports shall be submitted in Microsoft Office format.
12. All deliverables shall be signed and sealed pursuant to Section 8761 of the Business and Professions Code.

2.0. SCHEDULE OF PERFORMANCE.

REQUESTS FOR SERVICES. Services shall be grouped by task order and by Capital Improvement Project. On each task order, the City shall provide a written request for proposal to the Consultant describing the work to be performed and a schedule of deliverables. The Consultant shall respond with a proposal that includes a detailed scope of work in accordance with the services listed above, a fee for the work based upon the attached Exhibit "B" Compensation Rates and Charges and an acknowledgement of the schedule of deliverables. The Consultant shall only commence with work after written notice by the city to proceed on any task order. In no case shall a task order include work on more than one Capital Improvement Project. The Consultant shall submit a final report of deliverables at the conclusion of all task orders. Task orders shall be tracked separately on the Consultant's invoice.

3.0. PREVAILING WAGE COMPLIANCE. If this Agreement includes work performed during the "design and preconstruction phases of construction" (including inspection or field surveying services), as defined by "Prevailing Wage Laws" (as set forth in the California Labor Code, including section 1720 et seq.), the City hereby determines that those Services are "public works," and this Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, and all related regulations, including requirements pertaining to wages, working hours, and workers' compensation insurance, and the following provisions. Subconsultants performing "public works" under this Agreement are subject to all of the requirements of this Section.

- 3.1. **Prevailing Wages.** Consultant must comply with the prevailing wage requirements applicable in Napa County for each craft, classification, or type of worker needed to perform the Services, including employer payments for health and welfare, pension, vacation, and apprenticeship. The prevailing wage rates are on file with the City Engineer's office and are also available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each such worker the difference between the applicable prevailing wage rate and the amount actual paid to the worker.
- 3.2. **Working Hours.** Pursuant to Labor Code section 1810, eight hours of labor constitutes a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty, the sum of \$25 for each day during which a worker employed by Consultant is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such worker is paid overtime wages pursuant to Labor Code section 1815. All Services must be performed during City's regular business days and hours, except as otherwise specified in this Agreement or subject to City's prior written authorization.
- 3.3. **Payroll Records.** Consultant must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and any implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Consultant must certify under penalty of perjury that the information in the payroll is true and correct and complies with the requirements of Labor Code sections 1771, 1861, and 1815. Consultant must electronically submit certified payroll records as required by Labor Code section 1771.4(a).
- 3.4. **Apprentices.** If the total compensation payable under this Agreement is \$30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.
- 3.5. **Compliance.** The Agreement is subject to compliance monitoring and enforcement by the DIR. Pursuant to Labor Code section 1725.5, Consultant must be registered with the DIR to perform public works projects, subject to any applicable exceptions, if any. Consultant must post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4. Pursuant to Labor Code section 1861, by executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Labor Code 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing performance of the work on this contract."

EXHIBIT "B"**COMPENSATION RATES AND CHARGES****1. AUTHORIZED HOURLY RATES:**

Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule, subject to the not-to-exceed limit in Section 3 of the Amendment:

SEE NEXT PAGE



CHAUDHARY
& ASSOCIATES, INC.

ENGINEERS
SURVEYORS
INSPECTORS

DBE #3110 - Caltrans
SBE #14927 - DGS

DIRECT ALL BILLING AND CONTRACTS TO:
211 GATEWAY ROAD WEST ■ SUITE 204 ■ NAPA, CA 94558-6279
PHONE: 707.255.2729 ■ FAX: 707.255.5021 ■ WWW.CHAUDHARY.COM

Public Works Standard Fee Schedule 2023

1. STANDARD CHARGES

A. BASIC SERVICES shall be charged at the following regular hourly rates:

• **OFFICE PERSONNEL**

PROFESSIONAL STAFF:	
Principal-In-Charge	\$ 245.00
Project Manager (RCE/PLS).....	\$ 225.00
Project Engineer (RCE).....	\$ 205.00
Project Surveyor (PLS).....	\$ 205.00
Associate Engineer	\$ 195.00
Associate Surveyor	\$ 195.00

RCE = Registered Civil Engineer

TECHNICAL SUPPORT STAFF:

Sr. Inspector	\$ 195.00
Design Engineer	\$ 170.00
Survey Technician	\$ 170.00
Inspector / Materials Tester	\$ 175.00

PLS = Professional Land Surveyor

• **FIELD SURVEYORS (Operating Engineers)**

FIELD CREW SIZE:

1-Person Robotic.....	\$ 205.00
2-Person Party	\$ 290.00
Plus Each Additional Person	\$ 145.00
Apprentice Surveyor.....	\$ 110.00

Field Crew rates include Cell Phone, Vehicle, Electronic Total Stations digital levels, and hand tools, as needed. For estimating purposes please budget 1 hour of office time for every two hours of field time.
(Per State Law, 1 Apprentice Hour required for every 2 field crew hours)

B. REIMBURSABLE EXPENSES shall be charged at cost for travel costs (per state travel guidelines), subcontracted services, equipment rental, etc. and outside copies of reports, drawings, or other graphic material.

2. CONDITIONS

A. HOURLY RATES: Field Crew billed in is 4 hour increments. For all staff, overtime is 1½ or 2 times the hourly rates shown, and Sundays and holidays at 3 times the hourly rates shown. All staff are non-exempt.

B. NIGHT SHIFT: 1.3 times the hourly rates shown, billed in 8-hour increments.

C. ESCALATION: The above fees are valid through 12/31/2023. Office Personnel rates subject to 5% yearly increase effective January 1 of each subsequent year. Field Personnel base rates and fringes subject to adjustment per any applicable Department of Industrial Relations Prevailing Wage determinations.

D. TRAVEL CHARGES: Travel time charges are from the nearest office location (Napa or Signal Hill) to the project site with no charge for the first 30 minutes or 20 miles of travel. Travel time is not factored into the 8-hour workday.