

ATTACHMENT 2

AMENDMENT NO. 1 TO AGREEMENT NO. C2021-411

SERVICES AGREEMENT (PROFESSIONAL SERVICES) On-Call Civil Engineering Services

City Budget Code: Various CIP Expenditure Accounts

This Amendment No. 1 (“**Amendment**”) to City Agreement No. C2021-411, 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 GHD,INC, a California corporation (“**Consultant**”), is effective on the Effective Date identified on the signature page.

RECITALS

A. City and Consultant entered into the Agreement, effective December 10, 2021, for an amount not to exceed \$500,000.00, pursuant to which Consultant agreed to perform certain services described in the Agreement (“**Services**”), generally including for on-call professional civil engineering services.

B. City has determined that additional Services (“**Additional Services**”) are required to continue, modify, or expand the Services performed under the Agreement, as set forth in the *Scope of Additional Services and Schedule of Performance*, attached hereto as **Exhibit “A”** and incorporated herein by reference.

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.** Paragraph 5 of the Agreement (“**TERM**”) is amended to extend the term of the Agreement until December 31, 2025.
3. **SCOPE OF SERVICES.** Consultant will perform the Services described in Exhibit “A” in accordance with the terms and conditions of this Amendment.
4. **PAYMENT.** City will compensate Consultant for satisfactory performance of the Additional Services in an amount not to exceed \$300,000.00. The cumulative total compensation payable to the Consultant will not exceed \$800,000.00 without prior written authorization from the City (based on \$500,000.00 for the original Agreement and any prior amendments thereto, plus \$300,000.00 for this Amendment).
5. **AMENDMENT TO EXHIBIT “B.”** Exhibit “B” of the Agreement is hereby amended by deleting the existing exhibit in its entirety and replacing it with Exhibit “B” attached hereto and incorporated herein by reference.
6. **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

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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.

7. **SIGNATURES; ELECTRONIC 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. The parties agree that this Amendment may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5. 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:
GHD, INC. a California corporation

By: _____
Julie B. Lucido, Public Works Director

By: _____
Bill Silva, Vice President

Date: _____
("Effective Date")

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Sabrina S. Wolfson, Interim City Attorney

EXHIBIT "A"

SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE

The Consultant will continue to perform the Services described in Exhibit "A" of the Agreement.

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 2.1 of the Agreement:



GHD 2024 Standard Rates

Effective January 1/2024

GHD Level	GHD Code	GHD Name	Standard Rate Ranges		Specialist Rate
Professional					
A	A001	Senior Technical Director 1	\$ 301	- \$ 430	\$ 525
A	A002	Senior Technical Director 2	\$ 280	- \$ 400	\$ 485
A	A003	Senior Technical Director 3	\$ 259	- \$ 370	\$ 440
A	A004	Technical Director 1	\$ 235	- \$ 335	\$ 405
A	A005	Technical Director 2	\$ 217	- \$ 310	\$ 360
A	A006	Senior Professional 1	\$ 196	- \$ 280	\$ 330
A	A007	Senior Professional 2	\$ 182	- \$ 260	\$ 305
A	A008	Professional 1	\$ 175	- \$ 250	\$ 285
A	A009	Professional 2	\$ 151	- \$ 215	\$ 250
A	A010	Professional 3	\$ 133	- \$ 190	\$ 225
A	A011	Vacationer / Intern	\$ 123	- \$ 175	\$ 205
Consultant					
V	V001	Executive Consultant 1	\$ 364	- \$ 520	\$ 585
V	V002	Executive Consultant 2	\$ 329	- \$ 470	\$ 535
V	V003	Senior Consultant 1	\$ 273	- \$ 390	\$ 445
V	V004	Senior Consultant 2	\$ 242	- \$ 345	\$ 395
V	V005	Consultant 1	\$ 200	- \$ 285	\$ 335
V	V006	Consultant 2	\$ 161	- \$ 230	\$ 275
V	V007	Consultant 3	\$ 130	- \$ 185	\$ 225
Technical					
B	B001	Lead Design Technician 1	\$ 277	- \$ 395	\$ 460
B	B002	Lead Design Technician 2	\$ 256	- \$ 365	\$ 430
B	B003	Lead Design Technician 3	\$ 231	- \$ 330	\$ 395
B	B004	Senior Design Technician 1	\$ 210	- \$ 300	\$ 345
B	B005	Senior Design Technician 2	\$ 196	- \$ 280	\$ 325
B	B006	Design Technician 1	\$ 179	- \$ 255	\$ 290
B	B007	Design Technician 2	\$ 168	- \$ 240	\$ 270
B	B008	Drafting/Design 1	\$ 161	- \$ 230	\$ 260
B	B009	Drafting/Design 2	\$ 137	- \$ 195	\$ 235
B	B010	Drafting/Design 3	\$ 126	- \$ 180	\$ 210
B	B011	Drafting/Design 4	\$ 119	- \$ 170	\$ 200
B	B012	Intern Drafting/Design	\$ 105	- \$ 150	\$ 175
Project Support					
D	D001	Project Support Manager 1	\$ 294	- \$ 420	\$ 425
D	D002	Project Support Manager 2	\$ 277	- \$ 395	\$ 400
D	D003	Senior Project Support 1	\$ 245	- \$ 350	\$ 355
D	D004	Senior Project Support 2	\$ 210	- \$ 300	\$ 305
D	D005	Project Support 1	\$ 186	- \$ 265	\$ 275
D	D006	Project Support 2	\$ 172	- \$ 245	\$ 255
D	D007	Project Support 3	\$ 158	- \$ 225	\$ 230
D	D008	Project Support 4	\$ 144	- \$ 205	\$ 210
D	D009	Project Support 5	\$ 123	- \$ 175	\$ 180
D	D010	Project Support 6	\$ 81	- \$ 115	\$ 120

GHD Level	GHD Code	GHD Name	Standard Rate Ranges		Specialist Rate
Administration					
C	C001	Business Services Manager 1	\$ 245	- \$ 350	\$ 345
C	C002	Business Services Manager 2	\$ 217	- \$ 310	\$ 300
C	C003	Senior Business Services 1	\$ 161	- \$ 230	\$ 220
C	C004	Senior Business Services 2	\$ 140	- \$ 200	\$ 195
C	C005	Business Services 1	\$ 123	- \$ 175	\$ 165
C	C006	Business Services 2	\$ 116	- \$ 165	\$ 155
C	C007	Business Services 3	\$ 84	- \$ 120	\$ 110
Site Based					
S	S001	Senior Construction Manager	\$ 270	- \$ 385	\$ 395
S	S002	Construction Manager	\$ 235	- \$ 335	\$ 340
S	S003	Lead Site Engineer/Supervisor	\$ 207	- \$ 295	\$ 300
S	S004	Senior Site Engineer	\$ 186	- \$ 265	\$ 275
S	S005	Site Engineer	\$ 172	- \$ 245	\$ 250
S	S006	Lead Inspector	\$ 165	- \$ 235	\$ 245
S	S007	Senior Inspector	\$ 130	- \$ 185	\$ 195
S	S008	Inspector / Specialist 1	\$ 112	- \$ 160	\$ 165
S	S009	Inspector / Specialist 2	\$ 98	- \$ 140	\$ 150
S	S010	Clerk / Specialist 3	\$ 95	- \$ 135	\$ 145
S	S011	Senior Site Manager 1	\$ 112	- \$ 160	\$ 170
S	S012	Senior Site Manager 2	\$ 105	- \$ 150	\$ 155
S	S013	Senior Site Manager 3	\$ 95	- \$ 135	\$ 145
S	S014	Senior Site Manager 4	\$ 88	- \$ 125	\$ 130
S	S015	Operator/Laborer 1	\$ 81	- \$ 115	\$ 115
S	S016	Operator/Laborer 2	\$ 77	- \$ 110	\$ 110
S	S017	Operator/Laborer 3	\$ 63	- \$ 90	\$ 90