

ATTACHMENT 1

AMENDMENT NO. 1 TO AGREEMENT NO. C2021-331

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. C2021-331, entitled Services Agreement (Professional Services) for On-Call Civil Engineering Services (“**Agreement**”), by and between the City of Napa, a California charter city (“**City**”), and dk Associates, 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 October 13, 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.** Section 5 of the Agreement (“**TERM**”) is amended to extend the term of the Agreement until December 31, 2025.
3. **SCOPE OF ADDITIONAL SERVICES.** Consultant will perform the Additional 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

ATTACHMENT 1

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

By: _____
Julie B. Lucido, Public Works Director

Date: _____
("Effective Date")

CONSULTANT:
dk Associates, Inc., a California corporation

By: _____
Andrew Palffy, CEO

By: _____
Andrew Palffy, Secretary

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:



STANDARD CHARGE RATES

(Effective January 2024)

PERSONNEL CHARGES

Charges for personnel engaged in professional and/or technical work are made for the actual hours directly chargeable to the project. Rates are subject to change.

Rates are as follows:

	CHARGE RATES
OFFICE SERVICES	
Principal Engineer	\$ 275.00/hr
Senior Project Manager	\$ 245.00/hr
Project Manager	\$ 235.00/hr
Senior Engineer	\$ 220.00/hr
Sr. Associate Engineer	\$ 215.00/hr
Associate Engineer	\$ 210.00/hr
Engineer	\$ 190.00/hr
Junior Engineer	\$ 165.00/hr
Senior Planner	\$ 195.00/hr
Associate Planner	\$ 190.00/hr
Planner	\$ 185.00/hr
Senior Project Designer	\$ 200.00/hr
Project Designer	\$ 190.00/hr
Designer	\$ 155.00/hr
Graphic Artist	\$ 115.00/hr
Administrative	\$ 90.00/hr
FIELD SERVICES	
One-Man Field Party	\$ 235.00/hr
Two-Man Field Party / GPS Crew	\$ 310.00/hr
Three-Man Field Party	\$ 360.00/hr
Survey Manager	\$ 245.00/hr
Senior Land Surveyor	\$ 215.00/hr
Land Surveyor	\$ 205.00/hr
Senior Survey Technician	\$ 200.00/hr
Survey Technician II	\$ 185.00/hr
Survey Technician	\$ 170.00/hr
Construction Site Monitor	\$ 160.00/hr

REIMBURSABLE EXPENSES

- 1.) Reimbursable charges for in-house expenses including printing, photographic work, plotting, reproductions, and deliveries will be charged at the dk rate for those services.
- 2.) Outside vendor services including printing, photographic work, courier services, subcontractors, rental of vehicles or special equipment, will be reimbursed at their respective costs plus 10%.
- 3.) Lodging, travel expenses including airline tickets, etc. will be charged at their respective costs as a pass through. Travel expenses related to meals will be invoiced at the allowable per diem meal limitation in accordance with the GSA – U.S. General Services Administration.

DELIVERIES AND MILEAGE

Mileage will be invoiced at the current Federal rate at the time of reimbursement.

ACCELERATED SCHEDULE/OVERTIME RATES

Overtime for accelerated schedule will be charged to the Client at a rate of 1.5 times the Standard Charge Rate for the personnel engaged in professional and/or technical work.