

ATTACHMENT 1

AMENDMENT NO. 1 TO AGREEMENT NO. C2022-543 Purchase of Asphalt and Aggregate Materials Required for the Napa Neighborhood Street and Sidewalk Program

City Budget Code: 3003081056120

This Amendment No. 1 ("**Amendment**") to City Agreement No. C2022-543, entitled Purchase of Asphalt and Aggregate Materials ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and Syar Industries, LLC ("**Consultant**"), is effective on the date last signed by the City, which is identified on the signature page as the "Effective Date."

RECITALS

A. City and Consultant entered into the Agreement, effective February 1, 2023, for an amount not to exceed \$3,204,000 pursuant to which Consultant agreed to supply the materials more particularly described in the Agreement ("**Services**"), generally including asphalt, aggregate base, sand and crushed rock.

B. City and Consultant desire to extend the term and compensation of the Agreement for the Consultant to continue Services under the 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. **PAYMENT.** City will compensate Consultant for satisfactory performance of the continued Services in an amount not to exceed \$800,000. The cumulative total compensation payable to the Consultant will not exceed \$4,004,000 without prior written authorization from the City (based on \$3,204,000 for the original Agreement and any prior amendments thereto, plus \$800,000 for this Amendment).

3. **TERM.** Paragraph 5 of the Agreement ("**TERM**") is amended to extend the term of the Agreement until March 31, 2024.

4. **ENTIRE AGREEMENT.** The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the subject matter hereof. This Amendment supersedes all prior negotiations, agreements and understandings regarding the subject matter hereof 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.

5. **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

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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:
Syar Industries, LLC

By: _____
Jeff Nehmens, Vice President

By: _____
Lamar Forsyth, Vice President of Finance

COUNTERSIGNED:

Joy Riesenberg, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney