

ATTACHMENT 1

AMENDMENT NO. 1 TO AGREEMENT NO. C2025-798 On-Call Traffic Control & Safety Services

City Budget Code: Various

This Amendment No. 1 ("**Amendment**") to City Agreement No. C2025-798, entitled On-Call Traffic Control & Safety Services ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and City Rise, LLC, a California limited liability company ("**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 13, 2025, for an amount not to exceed \$200,000 each fiscal year, and not to exceed a combined total of \$600,000, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including designing site-specific traffic control plans and providing traffic control services.

B. City and Consultant desire to amend the Agreement to increase the compensation so that the Consultant may continue providing Services in accordance with the terms of 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. AMENDMENT. Section 2.1 of the Agreement ("Payment") is hereby amended by deleting the existing language in its entirety and replacing it with the following:

2.1 Payment.

A. City shall pay Consultant as compensation for satisfactory performance of the Services in an amount not to exceed \$1,500,000 (based on \$600,000 for the original Agreement, plus \$900,000 for this Amendment). The cumulative total compensation payable to the Consultant will not exceed \$1,500,000 without prior written authorization from the City. Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

3. COMPENSATION RATES AND CHARGES. The Agreement is hereby amended by including Exhibit "B", attached hereto and incorporated herein by reference, which was inadvertently omitted at the time of execution of the original agreement.

4. 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.

ATTACHMENT 1

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 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:
City Rise, LLC, a California Limited Liability Company

By: _____
Steve Potter, City Manager

By: _____
Mariano Pacheco, President

Date: _____
("Effective Date")

By: _____
Rene Finney, Chief Financial Officer

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Christopher Diaz, Interim City Attorney


EXHIBIT "B"
Serving all of California

Main Office: 44800 Industrial Blvd., Fremont, CA 94538

Quote #: JH25-057

Customer: City of Napa

Sr Estimator

Contact: Sara Gallegos

Joey Hanna

Phone/Email: Sagallegos@cityofnapa.org

925-209-1186

Quote Info: Crew Rates Valid until 6/30/25

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2A24

Contractor State License Board (CSLB) # 1067575 (WBE) #14110017 (Supplier Clearing House) DIR #1000623333

Description	Weekday	Saturday	Sunday/Holiday
2 Techs 1 truck 4hr shift	\$1,164.00	\$1,644.00	\$2,184.00
2 Techs 1 truck 8hr shift	\$1,940.00	\$2,740.00	\$3,640.00
2 Techs 1 truck 10hr shift	\$2,540.00	\$3,340.00	\$4,440.00
1 Tech NO truck 4hr shift	\$552.00	\$792.00	\$1,092.00
1 Tech NO truck 8hr shift	\$920.00	\$1,320.00	\$1,820.00
1 Tech NO truck 10hr shift	\$1,220.00	\$1,620.00	\$2,220.00
1 Tech 1 truck 4hr shift	\$816.00	\$1,092.00	\$1,428.00
1 Tech 1 truck 8hr shift	\$1,360.00	\$1,820.00	\$2,380.00
1 Tech 1 truck 10hr shift	\$1,660.00	\$2,120.00	\$2,780.00
1 Tech 1 TMA truck 4hr shift	\$1,102.00	\$1,342.00	\$1,642.00
1 Tech 1 TMA truck 8hr shift	\$1,470.00	\$1,870.00	\$2,370.00
1 Tech 1 TMA truck 10hr shift	\$1,770.00	\$2,170.00	\$2,770.00

Signature and or email acceptance also confirms compliance with the terms and conditions
 I acknowledge that I have read the terms and conditions on the last page of this agreement

Name: _____

Company: _____

Title: _____

PO #: _____

Signature: _____

Date: _____

Note:

Labor rates include travel time and mobilization costs. Crews will be billed for all time on site.

Each truck is equipped with standard MUTCD signage, and can tow an arrowboard. Standard crew size is 2 Techs 1 Truck.

Cancellation notifications made within 2 hours of start time will be billed at the 4hr minimum.

Crews working 0-4 hours will be billed at a 4-hour minimum. Crews working 4-8 hours will be billed at an 8-hour minimum.

Overtime rate per technician per hour is \$150 per Weekday and Saturday, \$200 per Sunday/Holiday

EXHIBIT "B"

Quote #: JH25-057

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Additional Equipment and Services			
Item	Quantity	Unit \$	Extended \$
Traffic Control Plan rates (lead times may vary contact TCP for ETA)			
Standard Traffic Control Plan (3-5 business day PDF delivery), per sheet	0	\$250.00	\$0.00
Rush Traffic Control Plan (1-2 business day PDF delivery), per sheet	0	\$395.00	\$0.00
Engineer stamped Traffic Control Plans (3-5 business days), per sheet	0	\$500.00	\$0.00
Rush Engineer stamped Traffic Control Plans (1-2 business days) per sheet	0	\$750.00	\$0.00
Additional Services			
Permitting by City Rise Safety (\$300 fee for 1st permit/ \$200 ea additional)	0	\$300.00	\$0.00
Permit fee from City/county (permit cost + 10% service fee)	0	TBD	TBD
Rental items			
Arrow Board/FAS, rental per day, Each*	0	\$80.00	\$0.00
Arrow Board/FAS, rental per week, Each*	0	\$255.00	\$0.00
Arrow Board/FAS, rental per month, Each*	0	\$520.00	\$0.00
PCMS/Message Board, rental per day, Each*	0	\$230.00	\$0.00
PCMS/Message Board, rental per week, Each*	0	\$575.00	\$0.00
PCMS/Message Board, rental per month, Each*	0	\$1,440.00	\$0.00
Water Wall, 6' Segment Orange (water & install not incl), rental per week, Each	0	\$45.00	\$0.00
Water Wall, 6' Segment Orange (water & install not incl), rental per month, Each	0	\$70.00	\$0.00
Cone, 28" reflective w/ 10 lb. base, rental per day, Each	0	\$1.00	\$0.00
Cone, 28" reflective w/ 10 lb. base, rental per week, Each	0	\$6.00	\$0.00
Cone, 28" reflective w/ 10 lb. base, rental per month, Each	0	\$12.00	\$0.00
48x48 Roll up sign w/stand, rental per day, Each	0	\$15.00	\$0.00
48x48 Roll up sign w/stand, rental per week, Each	0	\$35.00	\$0.00
48x48 Roll up sign w/stand, rental per month, Each	0	\$90.00	\$0.00
Urbanite temp PED barricade 6' segment , rental per day, Each	0	\$4.00	\$0.00
Urbanite temp PED barricade 6' segment, rental per week, Each	0	\$10.00	\$0.00
Urbanite temp PED barricade 6' segment, rental per month, Each	0	\$25.00	\$0.00
Type I barricade, rental per day, Each	0	\$1.00	\$0.00
Type I barricade, rental per week, Each	0	\$6.00	\$0.00
Type I barricade, rental per month, Each	0	\$12.00	\$0.00
Type III barricade, rental per day, Each	0	\$3.00	\$0.00
Type III barricade, rental per week, Each	0	\$10.00	\$0.00
Type III barricade, rental per month, Each	0	\$25.00	\$0.00
*Towable items may require additional truck or delivery	Rental/Sale estimated Total		\$0.00

EXHIBIT "B"**City Rise Safety****Terms and Conditions**

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Traffic Control Services

1. A daily minimum charge (4Hr Rate) will be applied to all jobs. Cancellations less than two hours of scheduled start time will incur the daily minimum charge (4Hr Rate). Cancellation notices must be provided in writing.
2. Projects worked more than 4 hours but less than 8, will be billed at the applicable 8-hour day rate.
3. Over-time rates will be billed for work M-F after 8 hours but under 13 hours, and all day on Saturdays. Double-time rates will be billed for work after the 12th hour and all day on Sundays & Holidays.
4. Traffic Control Crews are billed for all time onsite, including mobilization/demobilization and travel times to multiple work locations, if applicable.
5. Travel exceeding 50 miles or two hours' drive time (from nearest City Rise location) will be subject to additional travel fees. Excess travel may require an additional quote for per diem rates. Anything past 50 miles is subject to a \$3.95 per mile fee.
6. Standard traffic control is a Traffic Control Truck equipped with standard MUTCD signage, and one Arrow Board. Additional towable will be an additional charge.
7. Any project quoted prior to approved traffic control plans, or when scope of work changes has occurred, may be subject to revisions. Traffic control plans will be provided to City Rise at time of scheduling a traffic control crew.
8. For projects involving a high rate of speed or limited visibility additional trucks/equipment may be required for crew safety. Additional fees may apply.
9. City Rise Safety reserves the rights to adjust rates due to delayed start dates and/or changes in duration of project.
10. Client is responsible for all fees regardless if project is in progress and canceled, including but not limited to subcontractor fees.
11. Client will have an authorized representative onsite to approve traffic control personnel work time.
12. Quote is valid for 30 days from submitted date. Quote to be signed and returned prior to the start of work. Scheduling of crews or the ordering of materials is considered acceptance of rates and terms provided.

Sales & Rentals:

13. Client must have a signed Master Rental Agreement on file with City Rise Safety before rentals can be released.
14. Delivery fees apply to all equipment based on type of location.
15. If the city/agency requires specialty no parking signs or equipment additional fees may apply.
16. A 48-hour notice is required for deliveries, rentals or installations.
17. Rental estimates and final billing may vary based upon the nature and duration of the Contractors work.
18. Contractor shall be liable for any and all lost, stolen, or damaged rental equipment.
19. Delivery fees will apply for any additional equipment required or requested.
20. Sales of specialty created signs/materials are final and non-refundable and are due in full at time of order

Plans & Permits

21. Caltrans encroachment permits may take up to 60 days. Once approved, City Rise Safety can submit the LCS Request. Client to notify City Rise Safety a minimum of 15 business days prior to job start date to submit the LCS Request to avoid delay.
22. Plans and permits will start once client has been approved for credit or once payment has been received. Please ask about credit card payment options.
23. Permit applications will begin once all documentation and information are received from the client.
24. City Rise Safety offers 2 free revisions for traffic control plans. For scope change, work zone changes, or additional sheets additional fees may apply.
25. The client will be billed for all services rendered prior to an order cancellation.
26. Permit payments including refundable deposits and/or bonds are the responsibility of the client to be paid directly to the agency.
27. When City Rise Safety is requested to pay the Agency Fees on behalf of the client, a 10% service charge will be added to the total cost of the permit fees.
28. Refundable deposits or Bonds required by Agencies are the responsibility of the client.

Invoicing T&C:

29. Payment terms are Net 30 days from date of invoice.
30. City Rise Safety shall not accept any discounts or charges after 2 weeks of the invoice issuance.
31. City Rise Safety shall be paid an annual finance charge of 10% for all late payments.
32. Client agrees to reimburse City Rise Safety for any and all collections costs incurred by City Rise Safety, plus a 10% administration fee.
33. Payments made by Credit Card in excess of \$5000 will incur a credit card processing fee.
34. City Rise Safety does not accept paid-when-paid or retention payment terms.
35. Bonding requirements must be provided at the time of Estimation request. City Rise reserves the right to deny bonding requests made after Estimation has been provided.