

SERVICES AGREEMENT (PROFESSIONAL SERVICES)
On-Call Engineering and Multidisciplinary Professional Services
City Agreement No. _____

City Budget Code: Various CIP Expenditure Accounts

This Services Agreement (Professional Services) for On-Call Engineering and Multidisciplinary Professional Services ("**Agreement**") by and between the City of Napa, a California charter city ("**City**"), and GHD, Inc. ("**Consultant**"), is effective on the date last signed by the City, which is identified on the signature page as the "Effective Date."

RECITALS

A. The City desires to obtain the services more particularly described in this Agreement and Exhibit "A," and generally including professional engineering services on an on-call basis.

B. On August 14, 2025, the City issued a request for proposals for on-call professional CIP Engineering and Multidisciplinary Services, and on September 4, 2025, the Consultant submitted a proposal demonstrating the Consultant's qualifications and experience to provide such services

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. Consultant, acting in its capacity as an engineering consultant, licensed and in good standing under California law, will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit "A"** and incorporated herein by reference ("**Services**"), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City's authorized representative, Farid Javandel, Senior Traffic Engineer ("**City's Authorized Representative**").

1.2. Standard of Care. In performing the Services, Consultant will meet or exceed the applicable standard of care for, and exercise the degree of skill and diligence ordinarily used by reputable professionals within the greater San Francisco Bay Area who provide the same or similar type of professional services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

1.6. Time for Performance. Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the date and within any timeframes set forth in Exhibit "A." Services for which times for performance are not specified in this Agreement will be commenced and completed by Consultant in a reasonably prompt and timely manner

ATTACHMENT 1

based upon the circumstances and direction from the City's Authorized Representative. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.7. Errors and Omissions. Consultant is solely responsible for costs arising from its errors and omissions, including increased construction costs or delay costs. Upon City's request, Consultant will promptly correct its errors and omissions, at no cost to the City.

1.8. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant will promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed \$1,000,000, without prior written authorization from the City. If the City authorizes Consultant to perform services in addition to the Scope of Services set forth in Exhibit "A," 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.

2.2. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns Erik Fanselau to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

ATTACHMENT 1

TO CITY: Julie B. Lucido, Public Works Director
CITY OF NAPA
P.O. Box 660
NAPA, CA 94559-0660
jlucido@cityofnapa.org

TO CONSULTANT: Erik Fanselau, PE
Project Manager
2600 Capitol Avenue, Suite 100
Sacramento, CA 95816

5. TERM. The term of this Agreement begins on the Effective Date, and ends three (3) calendar years from the Effective Date, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. CITY'S RIGHT TO TERMINATE. The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. DEFAULT AND DISPUTE RESOLUTION.

7.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session will take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement, are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and

ATTACHMENT 1

records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.2. Name and contact information of any witness;

9.3. Name and address of the injured or deceased person(s); and

9.4. Name and address of Consultant's insurance company.

10. INDEMNIFICATION. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Consultant's or its subconsultants' negligence, recklessness, or willful misconduct in the performance of the Services under this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. To the extent that Services are "design professional services," as defined by Civil Code Section 2782.8, the cost to defend charged to the Consultant will not exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

11. INSURANCE. Consultant will not perform Services under this Agreement until Consultant has obtained

all insurance required under Section 11 and such insurance has been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. The City of Napa is now utilizing an online insurance verification system called PINS Advantage. After being selected for an agreement with the City, Consultant/Contractor will receive an email with instructions to log into the PINS Advantage System. Consultant/Contractor shall upon receiving the email noted above, log into the system and upload Certificates of Insurance and any endorsements required by this Agreement. For questions or issues with setting up your PINS Advantage account, please contact insurancecerts@cityofnapa.org. All requirements provided in this Section must appear either in the body of the insurance policies or as endorsements and must specifically bind the insurance carrier.

11.1. Policies and Limits. Without limiting Consultant's indemnification obligations in Section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subconsultants:

11.1.1. Commercial General Liability Policy. Consultant must procure and maintain Commercial General Liability Insurance (CGL) at least as broad as CG 00 01 (occurrence form), with minimum limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury, property damage, products and completed operations, and contractual liability.

11.1.2. Automobile Liability Policy. Consultant must procure and maintain Automobile Liability Insurance at least as broad as ISO Form number CA 0001, Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles and all vehicles used in the performance of this Agreement with minimum limits not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability.

11.1.3. Workers' Compensation. Consultant must procure and maintain Workers' Compensation in such amounts as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both Consultant and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the Services and Employer's Liability with minimum limits of \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant must file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

11.1.4. Professional Liability. Consultant must procure and maintain Professional Liability Insurance appropriate to the Consultant's profession covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of the Services and any physical property damage, bodily injury or death resulting therefrom, with limits not less than \$2,000,000 combined single limit per claim and in the aggregate. The insurance must include a vicarious liability endorsement to indemnify, defend, and hold harmless the City for claims arising out of the Consultant's Services and an extended reporting endorsement, for a period of not less than four years from the date of completion of those Services. The policy inception date or retroactive date must coincide with or precede the Effective Date of this Agreement (including subsequent policies purchased as renewals or replacements).

11.2. Endorsements.

11.2.1. The CGL and automobile liability policies must contain an endorsement naming the City, its officers, elected or appointed officials, employees, volunteers, and agents as covered parties for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.2.2. All policies of insurance provided by Consultant pursuant to this Agreement will be primary and non-contributory to any coverage maintained by the City. Any insurance carried by City will not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its subconsultants, affiliates, officers, directors, employees, subsidiaries, parent company, or agents, if any.

11.2.3. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured. Additionally, if the CGL insurance or other form of insurance with a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

11.3. All Policies.

11.3.1. For all insurance policies required under this Agreement, each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.3.2. Any deductible or self-insured retention will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.

11.3.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

11.3.4. The coverage types and limits required pursuant to this Agreement will in no way limit the liability of Consultant.

12. CONFLICTS OF INTEREST. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

ATTACHMENT 1

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

12.4. Subsequent Contracts. Unless otherwise specified in Exhibit "A," Consultant's duties and Services under this Agreement do not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City will at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Unless otherwise specified in Exhibit "A," Consultant's participation in the planning, discussions, or drawing of project plans or specifications will be limited to conceptual, preliminary, or initial plans or specifications. Consultant will cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement, if any.

13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Napa business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

ATTACHMENT 1

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

15.2. Signatures; Electronic Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. The parties agree that this Agreement 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.

ATTACHMENT 1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 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: _____
Josh Wolf, Business Group Leader

Date: _____
(**"Effective Date"**)

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Christopher Diaz, Interim 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 are not limited to, the following activities conducted to industry standards:

- Public outreach/stakeholder outreach
- Preliminary and final engineering of the project of streets, highways or building facilities
- Environmental technical studies
- Environmental Document
- Environmentally sensitive areas
- Geotechnical/geology
- Street, highway & facility designs
- Pedestrian and bike path
- Risk register
- Landscaping
- Mapping including topography
- Street design, including repair/replacement of curb, gutter, sidewalk, driveways, ramps, street trees, signs, pavement, etc.
- Facility design
- Structural analysis and design
- Geotechnical/geology work
- Traffic signal design
- Striping and signage analysis
- Traffic studies
- Storm drain infrastructure analysis and design, including hydrology and hydraulic analysis
- Erosion control and design of Best Management Practices
- Floodplain analyses
- Mapping existing utilities and evaluating new/existing utility conflicts
- Right-of-Way services including R/W engineering, appraisal and acquisitions for permanent and temporary easements
- Permits from resource or other agencies as appropriate

- Constructability reviews
- Preparation of engineering plans, specifications and estimates (PS&Es) in City or other approved format, as appropriate
- Construction Support services including attendance at construction meetings, responses to requests for information, review of contract submittals, and evaluation of design changes during construction

2.0. SCHEDULE OF PERFORMANCE.

2.1. REQUESTS FOR SERVICES. Upon request by City, Consultant will provide the Services described above, beginning on _____, 20__, and ending on _____, 20__. The Services will be provided for a variety of individual matters, as required by the City. Upon request by the City's Authorized Representative for Consultant to perform Services for a particular matter, Consultant will provide a written estimate of the time within which Services for the matter will be completed, and the estimated cost for providing the requested Services. Following written authorization from the City's Authorized Representative, Consultant will perform and complete the Services as specified in the written authorization. Consultant is not entitled to payment for any Services performed without a written authorization, or for Services that exceed the scope of a written authorization. For purposes of this Section, the written estimate and written authorization may be provided on paper or in an electronic form.

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,

ATTACHMENT 1

- 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
And
AUTHORIZED EXPENSES AND RATES**

GHD RATE SCHEDULE		
Class Code	Employee / Classification	FY2026 Effective July 1, 2025
Professional		
A001	Senior Technical Director 1	\$330
A002	Senior Technical Director 2	\$308
A003	Senior Technical Director 3	\$285
A004	Technical Director 1	\$274
A005	Technical Director 2	\$259
A006	Senior Professional 1	\$240
A007	Senior Professional 2	\$221
A008	Professional 1	\$214
A009	Professional 2	\$184
A010	Professional 3	\$169
A011	Intern	\$158
Technical		
B001	Lead Design Technician 1	\$300
B002	Lead Design Technician 2	\$278
B003	Lead Design Technician 3	\$251
B004	Senior Design Technician 1	\$248
B005	Senior Design Technician 2	\$233
B006	Design Technician 1	\$214
B007	Design Technician 2	\$199
B008	Drafting/Design 1	\$191
B009	Drafting/Design 2	\$165
B010	Drafting/Design 3	\$154
B011	Drafting/Design 4	\$150
B012	Intern Drafting/Design	\$135
Administration		
C001	Business Services Manager 1	\$266
C002	Business Services Manager 2	\$236
C003	Senior Business Services 1	\$184
C004	Senior Business Services 2	\$173
C005	Business Services 1	\$154
C006	Business Services 2	\$146
C007	Business Services 3	\$113
Project Support		
D001	Project Support Manager 1	\$315
D002	Project Support Manager 2	\$300
D003	Senior Project Support 1	\$266
D004	Senior Project Support 2	\$229
D005	Project Support 1	\$218
D006	Project Support 2	\$203
D007	Project Support 3	\$188
D008	Project Support 4	\$169
D009	Project Support 5	\$146
D010	Project Support 6	\$109
Construction Support		
S001	Senior Construction Manager	\$293
S002	Construction Manager	\$255
S003	Lead Site Engineer/Supervisor	\$225
S004	Senior Site Engineer	\$203
S005	Site Engineer	\$191
S006	Lead Inspector (non-prevailing wage)	\$195
S007	Senior Inspector (non-prevailing wage)	\$158
S008	Inspector / Specialist 1 (non-prevailing wage)	\$139
S009	Inspector / Specialist 2 (non-prevailing wage)	\$128
S010	Clerk / Specialist 3	\$120
S011	Senior Site Manager 1	\$124
S012	Senior Site Manager 2	\$116
S013	Senior Site Manager 3	\$109
S014	Senior Site manager 4	\$105
S015	Operator / Laborer 1	\$105
S016	Operator / Laborer 2	\$98
S017	Operator / Laborer 3	\$83

Rate Schedule Notes:

1. Rates are for employees of GHD companies.
2. All travel will be invoiced at booking rates.
3. All other project related disbursements, expenses and subcontractor costs will be invoiced with a markup of 15%.
4. Personal vehicle mileage rates will be charged in accordance with government standard rates.
5. All overtime will be billed at standard rates (excluding prevailing wage rates).
6. Prevailing wage rates billed at approved rates per current DIR rates for work performed at the time of service.

General Notes:

1. Refer to **Attachment A** for Subconsultant Rates
2. Subconsultant Badger Daylighting's rates will be negotiated on a project by project basis, based on the project specific needs.

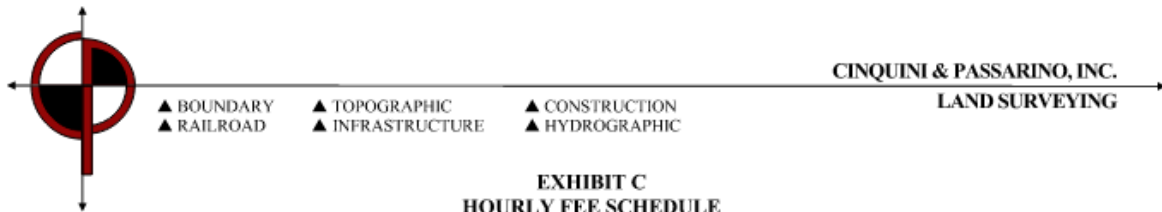


EXHIBIT C
HOURLY FEE SCHEDULE
 MARCH 1, 2025 TO FEBRUARY 28, 2026

OFFICE AND PROFESSIONAL

Professional Land Surveyor (4 HOUR MINIMUM) TRIALS, TESTIMONY & DEPOSITIONS	\$510.00 per hour
Professional Land Surveyor CONSULTATION, LEGAL RESEARCH & COURT EXHIBITS	\$310.00 per hour
Principal Professional Land Surveyor	\$310.00 per hour
Professional Land Surveyor	\$190.00 to \$235.00 per hour
Staff Surveyor	\$150.00 to \$210.00 per hour
Survey Technician	\$130.00 to \$185.00 per hour
Chief Hydrographer Surveyor	\$270.00 per hour
Assistant Hydrographer	\$190.00 per hour
GIS Specialist	\$165.00 per hour
Remote Pilot INCLUDES MISSION PLANNING, MILEAGE & MATERIAL	\$310.00 per hour
Administrative Assistance WORD PROCESSING, CLERICAL AND DELIVERIES	\$115.00 to \$180.00 per hour

FIELD CREWS

THE FOLLOWING INCLUDES VEHICLES, EQUIPMENT, MILEAGE & MATERIAL

1 Person GPS Party	\$255.00 per hour
2 Person Field Party FIELD CREW CONSISTS OF PARTY CHIEF & CHAINMAN	\$360.00 per hour
3 Person Field Party FIELD CREWS CONSIST OF PARTY CHIEF, 2 CHAINMEN OR CHAINMAN & FLAGPERSON.	\$490.00 per hour

SUPPLEMENTAL ITEMS

Outside Contract Work	Cost plus 15%
Overtime Work	1.2 x base rate
Over 8 Hours on Saturday, all day on Sundays or Holiday	1.4 x base crew rate
Night Work (<i>shifts starting after 4 PM or before 5 AM</i>)	10% additional over base rates
Travel Time for 2-Person Crew (<i>beyond 1 hour of travel outside an 8 hour workday</i>)	\$158.00 per hour
GEDO Scan Equipment	\$1,200.00 per day
UAS Equipment	\$750.00 per day
Multibeam Survey Vessel Equipment	\$2,000 per day
Singlebeam Survey Vessel Equipment	\$1,500 per day

Schedule 2025/2026

1804 Soscol Ave., Suite 202 Napa, CA 94559 Phone (707) 690-9025 Fax (707) 542-2106

<u>Professional and Technical Personnel</u>	<u>Hourly Rate</u>
Project Assistant/Word Processor.....	\$105
Engineering Technician	\$135
Senior Technician	\$155
Prevailing Wage	\$175
Staff Engineer/Geologist.....	\$175
Project Engineer/Geologist.....	\$205
Senior Engineer/Geologist.....	\$225
Associate Engineer/Geologist	\$265
Principal Engineer/Geologist	\$300

Modified 4 in. Compaction Curve/Checkpoint	ASTM D 1557.....	\$350/\$200
Sieve Analysis (w/ -200 wash)	ASTM D 422.....	\$200
Minus 200 Sieve Wash	ASTM D 1140.....	\$150
Atterberg Limits	ASTM D 4318.....	\$300
Expansion Index	ASTM D 4829.....	\$350
Moisture Content/Density	ASTM D 2937.....	\$75
Unconfined Compression	ASTM D 2166.....	\$150
Hydrometer	ASTM D4829.....	\$250
Reporting Fee		\$100 per test request
Transportation Fee (for samples dropped off at Novato/Napa Office)		\$50
Rush Testing	Add 50% to the Total of all Laboratory Testing	

Mileage	IRS Rate + 20% per mile
Vehicle (Field)	\$9 per hour
Nuclear Density Gauge	\$10 per test
Inclinometer	\$160 per day / \$90 per half day
Laser Level/Floor Level	\$25 per day
Sampling Equipment	\$50 per day / \$30 half day

Includes exploration equipment, instrumentation, in-situ monitoring, outside/specialized laboratory testing, per diem, shipping, courier/delivery services, outside reproduction, and other services and supplies not normally provided.

1. Field site visits and travel time are normal hourly rates, portal to portal.
2. Overtime – Weekday add \$40
Overtime – Weekend/Holiday/Night add \$50*
*(4- and 8-hour minimums)
3. Rates are for normal Geotechnical Engineering and Geological services. Rates for depositions and testimony are \$600 per hour for Principal; \$530 per hour for Associate; and \$450 per hour for Senior. All other personnel are \$400 per hour. These fees are due and payable at the time of service.
4. Schedule of charges is effective as of January 2025. It is subject to revision annually and at other times without notice.



Interwest Consulting Group, Inc.
Rate Schedule for Right of Way Services
Effective 7/1/2025

Title / Classification	Hourly Rate
Project Manager	\$190
Sr. Acquisition / Relocation Agent	\$145
Acquisition / Relocation Agent	\$130
ROW Technician	\$120
ROW Coordinator	\$105
Administrative Support	\$ 80

COST PROPOSAL 2**SPECIFIC RATE OF COMPENSATION**Consultant Bennett Engineering Services☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantProject GHD - City of Napa On Call

Contract No. _____

Contract Amount \$ TBDDate 8/26/2025

For Combined Rate	Fringe Benefit %	Overhead %	General & Administrative	Combined ICR%
	89.54%	58.67%		148.21%
	+	+	=	
			Fee	10%
			=	

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification	Loaded Hourly Billing Rates			Effective Date of Hourly		Actual or Avg. Hourly Rate ⁴	% Escalation Increase	Hourly Range - for Classifications Only	
	Straight ³	OT(1.5x)	OT(2x)	From	To				
STAFF	\$341.29	N/A	N/A	7/1/2025	6/30/2026	\$125.00		\$110.00	- \$140.00
Engineer 10	\$351.53	N/A	N/A	7/1/2026	6/30/2027	\$128.75	3.0%	\$110.25	- \$136.50
(Exempt, Non-Prevailing Wage)	\$362.07	N/A	N/A	7/1/2027	6/30/2028	\$132.61	3.0%	\$115.76	- \$143.33
STAFF	\$300.33	N/A	N/A	7/1/2025	6/30/2026	\$110.00		\$100.00	- \$120.00
Engineer 9	\$309.34	N/A	N/A	7/1/2026	6/30/2027	\$113.30	3.0%	\$103.00	- \$123.60
(Exempt, Non-Prevailing Wage)	\$318.63	N/A	N/A	7/1/2027	6/30/2028	\$116.70	3.0%	\$106.09	- \$127.31
STAFF	\$245.73	N/A	N/A	7/1/2025	6/30/2026	\$90.00		\$80.00	- \$100.00
Engineer 8	\$253.10	N/A	N/A	7/1/2026	6/30/2027	\$92.70	3.0%	\$82.40	- \$103.00
(Exempt, Non-Prevailing Wage)	\$260.69	N/A	N/A	7/1/2027	6/30/2028	\$95.48	3.0%	\$84.87	- \$106.09
STAFF	\$225.25	N/A	N/A	7/1/2025	6/30/2026	\$82.50		\$75.00	- \$90.00
Engineer 7	\$232.02	N/A	N/A	7/1/2026	6/30/2027	\$84.98	3.0%	\$77.25	- \$92.70
(Exempt, Non-Prevailing Wage)	\$238.98	N/A	N/A	7/1/2027	6/30/2028	\$87.53	3.0%	\$79.57	- \$95.48
STAFF	\$193.85	N/A	N/A	7/1/2025	6/30/2026	\$71.00		\$65.00	- \$77.00
Engineer 6	\$199.67	N/A	N/A	7/1/2026	6/30/2027	\$73.13	3.0%	\$66.95	- \$79.31
(Exempt, Non-Prevailing Wage)	\$205.65	N/A	N/A	7/1/2027	6/30/2028	\$75.32	3.0%	\$68.96	- \$81.69
STAFF	\$167.91	N/A	N/A	7/1/2025	6/30/2026	\$61.50		\$55.00	- \$68.00
Engineer 5	\$172.97	N/A	N/A	7/1/2026	6/30/2027	\$63.35	3.0%	\$56.65	- \$70.04
(Exempt, Non-Prevailing Wage)	\$178.15	N/A	N/A	7/1/2027	6/30/2028	\$65.25	3.0%	\$58.35	- \$72.14

COST PROPOSAL 2**SPECIFIC RATE OF COMPENSATION**Consultant Bennett Engineering Services☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantProject GHD - City of Napa On Call

Contract No. _____

Contract Amount \$ TBDDate 8/26/2025

For Combined Rate	Fringe Benefit %	Overhead %	General & Administrative	Combined ICR%
	89.54%	58.67%		148.21%
	+	+	=	
			Fee	10%
			=	

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification	Loaded Hourly Billing Rates			Effective Date of Hourly		Actual or Avg. Hourly Rate ⁴	% Escalation Increase	Hourly Range - for Classifications Only	
	Straight ³	OT(1.5x)	OT(2x)	From	To				
STAFF	\$146.07	\$172.82	\$199.57	7/1/2025	6/30/2026	\$53.50		\$48.00	- \$59.00
Engineer 4	\$150.47	\$178.02	\$205.58	7/1/2026	6/30/2027	\$55.11	3.0%	\$49.44	- \$60.77
(Non-Exempt, Non-Prevailing Wage)	\$154.97	\$183.35	\$211.73	7/1/2027	6/30/2028	\$56.76	3.0%	\$50.92	- \$62.59
STAFF	\$128.32	\$151.82	\$175.32	7/1/2025	6/30/2026	\$47.00		\$44.00	- \$50.00
Engineer 3	\$132.17	\$156.38	\$180.58	7/1/2026	6/30/2027	\$48.41	3.0%	\$45.32	- \$51.50
(Non-Exempt, Non-Prevailing Wage)	\$136.13	\$161.06	\$185.99	7/1/2027	6/30/2028	\$49.86	3.0%	\$46.68	- \$53.05
STAFF	\$125.59	\$148.59	\$171.59	7/1/2025	6/30/2026	\$46.00		\$42.00	- \$50.00
Engineer 2	\$129.36	\$153.05	\$176.74	7/1/2026	6/30/2027	\$47.38	3.0%	\$43.26	- \$51.50
(Non-Exempt, Non-Prevailing Wage)	\$133.24	\$157.64	\$182.04	7/1/2027	6/30/2028	\$48.80	3.0%	\$44.56	- \$53.05
STAFF	\$106.48	\$125.98	\$145.48	7/1/2025	6/30/2026	\$39.00		\$36.00	- \$42.00
Engineer 1	\$109.68	\$129.76	\$149.85	7/1/2026	6/30/2027	\$40.17	3.0%	\$37.08	- \$43.26
(Non-Exempt, Non-Prevailing Wage)	\$112.98	\$133.67	\$154.36	7/1/2027	6/30/2028	\$41.38	3.0%	\$38.19	- \$44.56

SCHEDULE OF OTHER DIRECT COSTS

Consultant Bennett Engineering Services ☐ Prime Consultant ☒ Sub Consultant

Project GHD - City of Napa On Call Date 8/26/2025

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	Mile		IRS Rate
Outside Reproduction	TBD	Each		Actual Cost
Overnight Shipment / Delivery	TBD	Each		Actual Cost
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -

- NOTES:
- 1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
 - 2. Proposed ODC items should be consistently billed regardless of client and contract type.
 - 3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
 - 4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
 - 5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
 - 6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
 - 7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
 - 8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same.
 - 9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
 - 10. Add additional pages if necessary.
 - 11. Subconsultants must provide their own cost proposals.
 - 12. ** Indicated Prevailing Wage Work

CERTIFICATION OF DIRECT COSTS

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Services
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:Name: Leo Rubio, PETitle *: PresidentSignature: Date of Certification (mm/dd/yyyy): 8/26/2025Email: lrubio@ben-en.comPhone Number: 916-783-4100Address: 1082 Sunrise Avenue, Suite 100 Roseville, CA 95661

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract: