

CITY AGREEMENT NO. _____
NAPA COUNTY AGREEMENT NO. 250397B

**AGREEMENT BETWEEN CITY OF NAPA AND NAPA COUNTY REGARDING THE
PUEBLO AREA SEWER & ROADWAY REHABILITATION PROJECT (RDS 26-01)**

THIS AGREEMENT is made and entered into in Napa County, California, this 20th day of May 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and the City of Napa, a California Municipal Corporation, hereinafter referred to as “City” (each a “Party” and collectively, the “Parties”).

RECITALS

- A. The Parties own, operate, maintain, and need repair on the roadways and facilities contained within the Pueblo Pocket Sewer and Roadway Rehabilitation project (RDS 26-01) (“Project”) because the City/County boundary varies throughout this area, refer to Exhibit “B”; and
- B. In May 2024, the Napa Sanitation District (“District”) informed the Parties of a sewer rehabilitation project within the Project area and requested the Parties to participate in a joint Project to resurface roadways affected by the District’s activities; and
- C. In September 2024, the County obtained authorization from the Board of Supervisors to proceed with the Project’s design phase and to secure funds from the local Measure T funding source; and
- D. County’s Consultant shall provide the design and specifications (“Engineering Services”) for constructing roadway improvements, including, but not limited to, repairing the road structure, resurfacing the road, and improving drainage features, of City-owned assets (“City Construction”) in the City’s jurisdiction and County-owned assets (“County Construction”) in the County’s jurisdiction as part of the Project. The Consultant’s scope and cost proposal for Engineering Services are provided in Exhibit “A” and “B” under Agreement No. 250396B and are incorporated herein; and
- E. City Assets that are part of the City Construction and are located within the Project area will be owned and maintained by the City; and
- F. The Parties wish to memorialize the terms and conditions of the City’s agreement to reimburse the County for costs associated with Engineering Services for City Construction.

TERMS

NOW, THEREFORE, the Parties, for the mutual consideration described herein, agree as follows:

1. Term of this Agreement. The term of this Agreement shall commence on the date first written above and expire one year after the Notice of Completion of construction is filed or after payment as established herein has been made to the County, whichever is later; except that the obligations of the Parties under Paragraph 3 “Access to Records / Document Retention”, 5 “Insurance”, and 6 “Indemnification”, shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement.

2. Design.

(a) Responsibility for Design. The design of the Project shall be performed by the County and its consultants and administrated by County.

(b) Review. City shall review the design plans to ensure conformance with their appropriate standards and shall submit any comments resulting from such review to County within ten (10) working days of receipt. Extensions of the aforementioned timeline may be granted upon a written request with the County project manager.

(c) Design Costs. Design costs shall include but not be limited to County administration costs, County consultant costs to produce construction documents, and any required permitting. The Consultant’s scope and cost proposal for Engineering Services and the estimate for the County’s administration are summarized in Exhibit A, attached hereto and incorporated by reference herein.

(d) Allocation of Funding for Design.

i. City roadway improvements amount to thirty-three percent (33%) of the total Project area. Consultant tasks under Exhibits “A” and “B” of Agreement No. 250396B, that are specific to City Assets (i.e. sidewalk repairs on the City’s portion of the Project), shall be reimbursed by the City at a rate of one hundred percent (100%). Consultant Engineering Services that apply to both the County and City Assets in the Project, shall be reimbursed by the City to the County at a rate of 33%.

ii. City agrees to pay County for the actual cost incurred for work associated with the time spent to provide administrative and project management services for City Construction in accordance with the terms of this Agreement.

iii. Design costs not originally contemplated but necessary to complete the design (“Design Overruns”), except design overruns resulting in the total cost of the design exceeding 125% of the design cost estimate in Exhibit A, shall require prior written approval by City in the form of an amendment of this Agreement.

3. Access to Records / Document Retention. County will provide Plans, Specifications, and design related documentation, upon request, regarding the City Construction. Financial records and the aforementioned documents associated with the Project shall be maintained at least five (5) fiscal years after City payment for County services. City or the duly authorized representatives of the City, shall have access to any books, documents, papers, and records of County which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Except where longer retention is required by any federal or state law, County shall maintain all required records for at least seven (7) years after City makes final payment for any of the City and all pending matters are closed, whichever is later.

4. Invoicing and Payment. Upon incurring design and construction costs, County shall invoice City on a monthly basis for reimbursement of City's portion of the local funding share. City shall pay the invoices within thirty (30) days of receipt.

5. Insurance. County shall require its Consultant to obtain and maintain in full force and effect throughout the term of this Agreement, the insurance coverage set forth in Exhibit C and County shall provide evidence of such coverage to the City upon request.

6. Indemnification.

(a) By City. City shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, to the extent arising from acts or omissions of City or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County.

(b) By County. County shall defend at its own expense, indemnify, and hold harmless City and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, to the extent arising from acts or omissions of County or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of City

(c) Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

7. Ongoing Duties and Responsibilities. In addition to the Parties' duties and responsibilities as described in other sections of this Agreement, the Parties acknowledge and agree to perform the following on an ongoing basis during the time that the Project is under construction:

(a) Regular Staff Meetings. The respective staffs of County and City, and their retained consultants or contractors, will meet as needed to address matters contained in this Agreement.

(b) Commitment of Staff and Resources. To provide sufficient staff and/or resources to this process to efficiently meet the goals and tasks set forth in this Agreement.

8. Warranty of Legal Authority. Each Party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any Party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

9. Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

10. Compliance with County Policies. City shall comply with the following policies, copies of which are available on County's website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

(a) Napa County "Waste Source Reduction and Recycled Product Content Procurement Policy," which is found in the Napa County Policy Manual Part I, Section 8D.

(b) Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.

(c) Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

(d) "Napa County Information Technology Use and Security Policy" which is found in the Napa County Policy Manual Part I, Section 31A.

(e) Napa County "Workplace Violence Policy," which is found in the Napa County Policy Manual Part I, Section 37U.

City shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or consultants.

11. Compliance with Controlling Law. City and County shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. City shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

12. Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Director of Public Works
Napa County
1195 Third Street, Suite 101
Napa, CA 94559

CITY

Public Works Director
City of Napa
1600 First Street
Napa, CA 94559

Changes may be made to the addresses where notices are to be delivered by giving notice pursuant to this provision.

13. Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and City shall have the right to enforce any of the provisions of this Agreement.

14. Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

15. Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

16. Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

17. Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

18. No Waivers. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

19. Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

20. Termination. The termination shall be effective upon the City's payment to County of any amounts owed by City hereunder.

21. Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

22. Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. The term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. Without limiting the generality of the foregoing, delivery of an executed counterpart's signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first above written.

NAPA COUNTY (“COUNTY”)

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

CITY OF NAPA (“CITY”)

By _____
JULIE LUCIDO, Public Works Director

APPROVED AS TO FORM Office of County Counsel By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel Date: <u>May 5, 2025</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
APPROVED AS TO FORM Office of the City Attorney By: _____ Napa City Attorney Date: _____	APPROVED BY THE CITY OF NAPA Date: _____ Processed By: _____ _____ City Finance Director	ATTEST: TIFFANY CARRANZA Napa City Clerk By: _____

EXHIBIT A
SCOPE OF SERVICES & COST ESTIMATE

Incorporated into this document as Exhibit A is the cost proposal provided by the County's Consultant for this work. Table 1 below distinguishes costs the City and County are responsible for.

Table 1: City and County Design Costs

	City Portion (33%)	County Portion (67%)	Contract Total
Task 1: Project Management	\$16,401	\$33,299	\$49,700
Task 2: Pavement Testing and Design	\$21,747	\$44,153	\$65,900
Task 3: Plans, Specifications, and Estimate Package	\$101,904	\$206,896	\$308,800
Task 3B (County Only): CCTV - Optional	\$0	\$61,600	\$61,600
Total for NCE Contract	\$140,052	\$345,948	\$486,000
County Project Management (15%)	\$21,010	\$0	\$21,010
Total for Design	\$161,062	\$345,948	<u>\$507,010</u>



Collaboration. Commitment. Confidence.SM

Project No. CD753.55 2502

April 30, 2025

Sydney Barclay, PE
Associate Engineer
County of Napa, Public Works Department
1195 Third Street, Suite 101
Napa, CA 94559

RE: NCE Proposal for the Pueblo Pocket Pavement Rehabilitation Project

Dear Sydney,

In response to your request by your e-mails dated 3-25-25, 3-27-25, 4-2-25 4-15-25 and 4-23-25. NCE has prepared the following scope of work and estimated fee to provide pavement and civil engineering design services, including the preparation of civil engineering plans, specifications, and cost estimate (PS&E) for the Pueblo Pocket Pavement Rehabilitation Project as shown in the Pueblo Pocket Paving Street List Spreadsheet and Pueblo Pocket Project Map provided by the County on 4-15-25 (See Attachment A) .

Project Understanding

The County has requested that NCE provide pavement and civil design for the pavement rehabilitation of the Pueblo Pocket as shown in the Pueblo Pocket Paving Street List Spreadsheet and Pueblo Pocket Project Map provided by the County on 4-15-25 (See Attachment A) . The streets are comprised of both City and County street sections, with the County taking the role as the lead agency for management and bidding and construction administration of the Project. The Project includes 35 streets (totally approximately 34,000 centerline linear feet), mostly built in the 1950's with a wide range of conditions. The street's pavement condition index (PCI) vary from 19 to 83. Some of the streets exhibit a wide variety of distress including pervasive high severity load related alligator cracking and varying severity transverse thermal cracking. There is localized longitudinal cracking from construction joints or utility repairs. Numerous different AC surfaces, potholes, edge breakdown, block cracking, patches, surface raveling, and weathering are also present.

NCE will assess each of the roadway sections and provide the County a range of pavement treatment and rehabilitation strategies. Based on initial observations, the subject street sections appear to be a candidates for mill and overlay, surface reconstruct, Full Depth Reclamation (FDR) should there be subgrade issues and structurally thin pavement sections that require a stronger base material, and possibly cold central plant recycling among others. NCE's field investigation will inform the suitability of these treatments.

NCE understands that the alignment and geometry of the streets will remain approximately the same. Raising of the streets by a few inches is acceptable if drainage is not negatively impacted and conforms at existing driveways

1003 West Cutting Blvd., Suite 110
Pt. Richmond, CA 94804

and cross streets is addressed. NCE (with assistance from the County) will also identify sections of rolled or standard curb and gutter that will require replacement to address sag points or high points from tree root uplift to better convey surface drainage. New striping placed will match the existing striping using the current CA MUTCD standard traffic striping details.

We also understand that the project involves all three of Napa's local government agencies (but 4 different departments): (1) Napa Sanitation Department (NapaSan), (2) City of Napa Water Division, (3) City of Napa Public Works Department, and (4) the County of Napa Public Works Department. Both NapaSan and the City of Napa's Water Division will prepare their own designs and construction contract documents for sanitary sewer and water improvements. This contract will be to prepare the design for Pueblo Pocket Pavement Rehabilitation Project for the City and County's Public Works Departments, but NCE will solely contract with Napa County.

The project will be designed all at once, but the construction will be divided into two phases, due to funding as shown in the Pueblo Pocket Paving Street List Spreadsheet and Pueblo Pocket Project Map provided by the County on 4-15-25 (See Attachment A). Construction will take place in the summer of 2026 (Phase 1) and 2027 (Phase 2). The design documents (PS&E) will be prepared as one design package consisting of both Phase 1 and Phase 2, but will delineate the boundary limits of Phase 1 and Phase 2 on the plans and break down the engineer's cost estimate for Phase 1 and Phase 2.

NCE will provide pavement and civil engineering design in accordance with the following key assumptions and tasks.

Key Assumptions

To deliver the most cost-effective design strategy, we have made the following key assumptions:

County's Responsibilities

NCE has assumed that the County will be able to provide the following:

1. Information readily available regarding utilities owned by the County and City and utility contact information (i.e., water, sanitary sewer, electrical, and storm drain).
2. Aerial maps, GIS maps showing ROW and property lines (For NCE's use as Base Sheets).
3. Project requirements including design objectives, budget, constraints, and criteria.
4. County technical specifications or specification format as the basis for developing/modifying new technical specifications.
5. Upfront specifications including General Provisions and Special Provisions, this scope of work and fee proposal NCE assumes that the County will prepare the upfront specifications.
6. County Standard Provisions, Standard Design Criteria, and County Standard Plans assuming the latest versions are available on the County website.
7. Electronic files of County cover sheet and title block template, if preferred.
8. Traffic engineering design and study if required (or can be provided by NCE's Traffic Engineering Subconsultant for an additional scope and fee).

Pavement Testing and Design

1. Pavement design will be generally based on Caltrans Standards with a combination of pavement condition survey, pavement coring, and laboratory testing. The pavement survey task will confirm suitability of

using these methods. Engineering judgement in combination with consulting with the County will also be used where necessary and where Caltrans Standards yield unreasonably costly designs.

2. Pavement coring will be performed on the subject road section as follows:
 1. Given the small area over which the pavements are present and that the streets were likely constructed at similar times with similar methods, to reduce cost cores will be taken regionally around the area. It is estimated that cores will be taken at an estimated 20 locations (15 pavement cores for thickness and 5 bulk samples). For the purposes of bracketing the subgrade soil conditions to reduce laboratory testing costs, we will approximately break Pueblo Pocket Neighborhood into four quadrants and obtain a bulk sample of subgrade in each quadrant. We will also obtain up to 1 additional bulk sample of subgrade for Streets to the south of the neighborhood.
 2. If present and time permitting, aggregate base (AB) thickness will be measured at all core locations.
3. Base repairs if needed (not if full depth reclamation or surface reconstruction is the recommended treatment) will be marked, geotagged, and measured in length and width to estimate base repair bid quantities. It is the intent that base repair quantities included in the Bid Schedule will be for bidding purposes only. Hours are included within the Pavement Survey task 2A for this process. Final locations and sizes will be marked by NCE with the County's inspectors prior to construction (If needed, will be included as an additional Scope and fee).
4. A no fee encroachment permit will be obtained from the County for pavement coring activities if required.
5. The County will provide Traffic Indexes (Tis) and/or traffic counts if available, from which NCE can develop TIs or if not available, NCE will assume TI's based on residential traffic conditions. NCE will confirm these with the County before finalizing designs.

Surveying and Base Maps

1. Our civil base sheets will be the County provided Aerial mapping, and GIS mapping showing ROW and property lines.
2. Design sheet information will be based on field inventories and approximate field measurements to verify items, such as utility covers, street widths and lengths, repair candidates for curb and gutter, and striping. Again, to provide cost-effective design, our scope does not include any topographic surveys with the assumption that the project will not include significant drainage improvements, complex changes in street geometry or intersection improvements, or full pavement section reconstruction. Should we determine that aerial base maps are not sufficient, and topographic information is required for developing drainage improvements and/or for more complex pavement geometries and/or streets that may need to be reconstructed, we can provide topographic survey work at an additional scope and fee
3. Pavement rehabilitation limits will be within the approximate existing edge of pavement or at the existing lip of gutter.

Utility Coordination and Location

1. NCE will prepare and distribute utility notification letters to collect facility maps and as-builts (including City Utilities, PG&E , AT&T , other Communication Utilities, confirm utility planned work, and notify utilities of the County's utility cut moratorium on improved road.

2. Utility field locating is currently not included in our scope of work. If significant roadway reconstruction is required and existing utility field locating is required in the roadway, we will discuss with the County utility location options (e.g., GPR) and can provide this service for an additional scope and fee.
3. Coordination will be provided with Napa Sanitation Department (NapaSan) and City of Napa Water Division for their Projects in our Projects limits.

Traffic Striping

1. NCE assumes that traffic striping will match existing striping unless minor changes are requested by the County. This may include alterations with minor striping changes proposed by the County for safety, which it is assumed that the County will provide appropriate details and lane configurations.
2. No significant traffic striping changes or design requiring traffic studies or assessment of traffic impacts is planned or included in this scope of work.
3. Existing striping will be shown up to approximately 25 feet outside of the paving limits.

Traffic Control Plans

1. Traffic control plans are not included in this scope of work. We assume that the contractor will prepare traffic control plans in accordance with project technical specifications and requirements and submit to the County traffic engineering group for review.

ADA Compliance

1. No ADA compliance elements are included in this scope of work (i.e. no curbs ramps etc.)

Drainage

1. The project will, to the extent possible, and within the context of proposed rehabilitation, address visible drainage issues based on visual assessment .
2. No major drainage improvements (e.g., significant stormwater drain and pipe alteration and/or reconstruction or adding, relocating, or modifying pipe, catch basins and manholes) are assumed for this project.
3. CCTV (Optional) of the storm pipes within the County limits for the Project will be conducted and a pipe condition report will be provided to the County to determine storm drainage improvement needs for a future project or for an addition scope and fee to this Project.
4. No storm water treatment is anticipated for this Project and is not included in this scope and fee (to be confirmed by the County).

Curb and Gutter and Sidewalk

1. Curb and gutter sections will only be replaced to the extent that it affects pavement treatment (e.g., tree root uplift or settlement) or to improve drainage based on visual assessments.
2. Sidewalk replacement is not included in this scope of work.

Additional Assumptions

1. At the County's request we have not included Bidding Support Services and Construction Support Services, but can be added for an additional scope and fee .

2. Construction Inspection and Construction Material Testing is not included in this scope of work, but can be added for an additional scope and fee.
3. No federal funds are being used for design or construction
4. This scope of work does not include identifying utility conflicts, developing legal plats and descriptions, reviewing franchise agreements, owner claim of liability, title report and appraisal, and utility relocation plans.
5. Approximate Right-of-way will be shown if available from the County.
6. Improvements will be constructed within the County and City ROW's.
7. Utility adjustments will be limited to utility cover raising and lowering; no utility relocation is expected or included in this scope of work.

SCOPE OF SERVICES

NCE will provide pavement and civil engineering design in support of the planned project by the County. To accomplish the stated purpose, we propose the following scope of services:

Task 1 – Project Management & Coordination

1A) Project Kick-off Meeting/Progress Meetings:

NCE's Project Manager will arrange a virtual Kick-Off Meeting with the County, Napa Sanitation Department (NapaSan) and the City of Napa to initiate work on the project. The objectives of the Kick-Off Meeting will be:

- Review of the Scope of Work
- Establish Lines of Communication
- Confirm Deadlines
- Establish Project Schedule and Milestones
- Define Design and Operation Criteria

Whether a simple preventative maintenance project or a complex reconstruction project, it is critical to establish effective lines of communication with, and coordination among, the various stakeholders from the start to ensure the delivery a high-quality project within budget and on schedule.

In addition to County Staff (Engineering, Maintenance, etc.), Napa Sanitation Department (NapaSan) and the City of Napa, NCE will research and coordinate with other agencies such as PG&E, AT&T, Schools, etc., to identify potential conflicts, requirements, or design issues early to help minimize delays (and costs) later in the design process. At the Kick-Off Meeting, key deliverables for each Task and the Project Schedule will be reviewed and adjusted accordingly to meet County needs.

NCE is very sensitive to construction costs, particularly the volatile price of materials, which have affected the scope of many similar projects. To keep the County aware of overall project costs, NCE will begin developing a preliminary engineering estimate of probable construction cost as soon as we have developed our engineering design recommendations to closely monitor potential funding issues, which may develop. During the project, NCE will be seeking to develop the most appropriate and cost-effective pavement rehabilitation alternatives to stay within the planned project budget and schedule.

Throughout the project, NCE staff will be available to attend regularly scheduled virtual progress meetings with the County (maximum of 4), to maintain good communications. The purpose of the progress meetings will be to identify and resolve design or funding issues that may surface in a timely manner, present design alternatives and recommendations to County staff, and continue coordination with project stakeholders as necessary.

Deliverables

- 1) Virtual Kick-off/Progress Meeting Agendas and Summaries, monthly invoicing, progress, and schedule updates

1B) Utility Coordination

NCE will provide coordination with Napa Sanitation Department (NapaSan) and City of Napa Water Division with their respective projects in our Project area.

NCE will coordinate with utility agencies early in the design process to help avoid potential construction delays and unnecessary disruptions to public services. Utility coordination will be a critical item to keep utility providers informed about the project and schedule. One of the first items that NCE will do is send notification letters to applicable utility providers (including City Utilities, PG&E, AT&T, other Communication Utilities), with a preliminary project construction schedule. This will allow the utility providers to perform maintenance on their facilities prior to moratorium on the street paving area and/or assess their utilities and the possible need to lower/adjust their facilities, which can take up to a year or longer. We will also request utility as-builts and record drawings of utilities that may be present in the project area.

NCE will document the utility coordination notifications, conversations, and meetings with utility contacts and information in a matrix format with dates of contacts and mailing detailed in this matrix. Follow-up calls will be made for each of the above notifications to confirm receipt. NCE will also keep the County informed of potential project delays related to utilities.

Deliverables

- 1) Utility notification letters, as-built information included in the base map.

Task 2 – Pavement Rehabilitation Design

2A) Pavement Survey

NCE will perform a detailed pavement condition survey of the neighborhood to inform core locating, pavement surface change limits, lab testing, and treatment selection. The survey will generally cover the travel lanes.

The pavement condition survey will generally note the presence of load related and environmental distresses, such as alligator cracking, longitudinal and transverse cracking, rutting, patches and utility cuts, distortions and depressions as they pertain to developing appropriate pavement treatments. If appropriate, potential base repairs will be identified in the condition survey. Our scope of work and condition surveys do not address issues including, but not limited to traffic, safety and road hazards, geometric issues, or short-term maintenance that should be performed (i.e., pothole repairs).

As part of this survey task and in conjunction with Task 2C Pavement Design Recommendations, base repairs will be marked, measured, and geotag located for cost estimation purposes.

2B) Pavement Coring

NCE will collect pavement section core samples (4" – 8" diameter cores) at locations determined by NCE. NCE will present these core locations to the County for pre-approval. Our current fee estimate assumes up to 20 core locations (15 - 4" pavement cores and 5 - 8" pavement cores for subgrade bulk sample collection) that we estimate will require up to 2 days to complete. Pavement coring and costs may be reduced or increased following review of the observations made in Task 2A and any request for additional coring scope and fee would be made to the County. NCE will call in USA for each of the core locations so the utilities can verify safety of coring in the desired locations. NCE will also hire traffic control for safety of the coring crew and public each day of the coring process. Traffic control will be based on established Caltrans methods.

For each non-bulk core location, time permitting, NCE will estimate the thickness of the aggregate base through Dynamic Cone Penetrometer (DCP) testing. NCE will record the thickness and material type of each layer encountered and measured in the pavement structural section, including the presence of pavement reinforcing fabric.

Bulk samples of subgrade will be obtained in accordance with stated key assumptions. We will collect bulk samples of subgrade materials at the core locations for laboratory testing such as R-value, moisture content and Atterberg Limits (plasticity index) determinations. Our current fees assume up to 5 bulk samples will be obtained for testing. BSK & Associates will perform the laboratory testing.

The core holes will penetrate through the pavement section and will then be backfilled with the excavated materials capped with AC cold patch. NCE will then compile the coring and laboratory data and append it to its pavement design memorandum. Each core sample will be logged and stored at NCE's office and retained through the duration of the project including construction before they are disposed. Additionally, NCE will apply for and obtain a no-fee encroachment permit from the County and City prior to starting the coring and provide traffic control in accordance with the same standards discussed in pavement deflection testing.

2C) Pavement Design Recommendations

Using the data obtained in Tasks 2A through 2C, NCE will perform pavement analysis and design services and develop pavement rehabilitation recommendations for the subject street section. NCE will perform its analysis in accordance with the Caltrans Highway Design Manual and engineering judgement. NCE will develop pavement structural section recommendations based on the Traffic Indexes (TIs) or traffic counts that will be provided by the County if available or if not available, NCE will assume TI's based on residential traffic conditions. NCE will confirm these with the County before finalizing designs. NCE will develop recommendations with respect to the County's preferences, construction history, and specifications for construction quality control including, but not limited to the following:

- Surface seals including slurry seals, chips seals, cape seals, and microsurfacing
- Reconstruction
- Reconstruct AC Surface
- Recycling (full depth reclamation, cold in place recycle, cold central plant recycling)
- Mill and fill treatment
- Conventional Hot Mix Asphalt (HMA) pavement overlays

-
- Quantities and treatments of failed pavement sections (base repairs)
- Full width milling and wedge grinding requirements

NCE will then summarize its recommendations in a Pavement Design Technical Memorandum to the County that, at a minimum, will include the following:

- Results of condition surveys, coring, and laboratory testing
- Description of testing procedures and analysis performed for the project
- Recommended alternatives for pavement rehabilitation

NCE will submit an electronic copy of its draft technical memorandum to the County for review. NCE will also submit a preliminary cost estimate for pavement treatments that will be submitted to the County for review. Upon receiving comments from the County, NCE will prepare its final technical memorandum. The final technical memorandum will then be provided to the County reflecting the comments on the draft technical memorandum.

Deliverables

- 1) Draft & Final Pavement Technical Memorandums and Preliminary Pavement Treatment Costs.

Task 3 – Plans, Specifications & Estimates (PS&E)

The work that will be performed during the development of design PS&E is outlined in the subsequent tasks.

3A) Design Data Gathering and Site Visit

NCE will review relevant available data and records from the County as listed in the previous sections, public and private utility providers, and other sources that may be appropriate to support the preparation of project contract documents. These may include but are not limited to the County drainage structure inventory maps, aerial photographs of the County, as-built street improvement and infrastructure plans, striping and markings, as-built plans from utility providers, including preliminary plans for future work that may conflict with this project.

1. NCE design engineers will also conduct a site visit to gather additional information on the existing site conditions. The information gathered will be compiled and included in the base sheets used for design. Field inventories and approximate field measurements will be completed to verify items, such as utility covers, street widths and lengths, repair candidates for curb and gutter, and striping.

NCE assumes that the pavement rehabilitation limits will be within the approximate existing lip of gutter or existing edge of pavement.

Deliverables

- 1) Data gathered will be incorporated into the Base Map

3B) Mapping and CCTV

Mapping

Our civil base sheets will be the County provided Aerial mapping, and GIS mapping showing ROW and property lines.

Design sheet information will be based on field inventories and approximate field measurements to verify items, such as utility covers, street widths and lengths, repair candidates for curb and gutter, and striping. Again, to provide cost-effective design, our scope does not include any topographic surveys with the assumption that the project will not include significant drainage improvements, complex changes in street geometry or intersection improvements, or full pavement section reconstruction. Should we determine that aerial base maps are not sufficient, and topographic information is required for developing drainage improvements and/or for more complex pavement geometries and/or streets that may need to be reconstructed, we can provide topographic survey work at an additional scope and fee

CCTV (Optional)

Our Subconsultant NorCal Pipeline Services will provide Cleaning and CCTV inspection of the storm pipes within the County limits only of the Project and provide a pipeline condition report as described in the attached NorCal Pipeline Services Proposal dated 4-24-2025. The condition report will be provided by NorCal Pipeline Services Staff that are NASSCO certified (National Association of Sewer Service Companies). NorCal Pipeline Services will provide Traffic Control for their CCTV work. It is our understanding that the County will use the pipe condition report to determine storm drainage improvement needs for a future County/City project or to add the improvements to this Project for an addition scope and fee.

This CCTV scope and fee is optional. If NCE is able to obtain a lower cost for the same scope from another CCTV Provider, NCE will provide the County the lower cost scope and fee .

Deliverables

- 1) CCTV Storm Drain Pipe Condition Report

3C) 35% P&E:

NCE will prepare the 35% P&E (Plans and Cost Estimate) for the pavement rehabilitation/reconstruction of the subject road section. It is NCE's intent to show the limits of the pavement rehabilitation, typical cross sections for the road indicating road widths, pavement treatment (e.g., FDR), HMA pavement thickness, typical driveway conforms, and conforms at cross streets. In addition, the utility adjustments will be included in the plans. The plan sheets will include tables summarizing the pavement treatments (FDR, HMA etc.), and utility adjustment and striping quantities. The 35% plans will include approximate right-of-way lines (if available from the County),

conform grind locations at intersecting side streets, and limits of work. The plans will be prepared in AutoCAD format on 22" x 34" sheets, drawn at a scale of 1"=20'.

The following plan sheets are anticipated at this time:

- Title Sheet (1)
- General Notes, Legends, and Abbreviations (1)
- Pavement Treatment Table and Core Summary Table (1)
- Typical Cross Sections (1)
- Improvement Plans (including striping), 2 plan strips (viewports) per sheet (34)
- Civil & Striping Details (3)
- Quantities Sheet (1)

The Engineer's Estimate of Probable Construction Cost will be prepared in MS Excel format and will be based on recent construction cost data available to NCE for projects of this type. Because of NCE's involvement in the design and construction of numerous similar projects throughout California, we are confident in our ability to estimate the construction cost of the County's project. This initial estimate will then be updated and refined as the design effort progresses.

It is assumed that the County and City will require a 10-day review/comment period once the 35% P&E package is submitted.

Deliverables

- 1) One (1) Electronic File of the 35% Plans and Engineer's Estimate of Probable Construction Cost (PDF's)

3D) 65% PS&E

The 35% P&E will be revised to incorporate comments received from the County and City (assumed be compiled and coordinated by the County). NCE will meet with the County and City to review these comments, from which the 65% PS&E will be prepared. NCE will provide a response to each comment that is included in a comment table provided by the County. The 65% PS&E will include additional design information and details typically expected at this stage of completion, traffic striping, and pavement legends. The 65% PS&E will then be packaged and submitted similar to the 35% P&E, unless directed otherwise.

NCE assumes that the County will provide the "Front End" documents and Special Provisions. The Technical Specifications will be prepared in MS Word format and will follow the County's formatting conventions. The Technical Specifications and details will reference the County's standard provisions and Caltrans 2025 Standards (including subsequent updates). NCE will, however, recommend deviating from Caltrans standards where, from our experience, such changes will improve the likelihood of achieving a successful construction project without compromising the integrity of the design. NCE recognizes the value of incorporating Caltrans Standard Specifications in projects such as these, both because these specifications have been developed by an agency that designs and builds a vast amount of highway work, and because most contractors performing public works construction in Northern California are familiar with them. Caltrans, however, has the resources to administer projects quite differently than most local agencies, so NCE advocates modifying the Caltrans Standard Specifications to better fit the abilities, needs, and budgets of municipal agencies.

NCE also believes that an efficient, yet thorough Quality Control/Quality Assurance program is essential for getting the maximum value out of every dollar spent on construction. Projects designed by NCE contain technical specifications that attempt to optimize the balance between using rigid, but time-tested, specifications and meeting local agency needs, with the goal of obtaining value for its clients.

It is assumed that the County and City will require a 10-day review/comment period once the 65% PS&E package is submitted.

Deliverables

- 1) One (1) Electronic File of the 65% Plans, Technical Specifications, and Engineer's Estimate of Probable Construction Cost (PDF'S)

3E) 95% PS&E

The 65% PS&E will be revised to incorporate comments received from the County and City (assumed be compiled and coordinated by the County). NCE will again meet with the County and City to review these comments, from which the 95% PS&E will be prepared. NCE will provide a response to each comment that is included in a comment table provided by the County. The 95% PS&E will include the notes and details necessary for construction.

The Technical Specifications will be further refined at this stage of the design. If requested, NCE can review and comment on the County's front-end documents (bid and contract forms, General Provisions, Special Provisions, etc.), which the County will prepare and provide.

A quantity calculation will be tabulated, and this will be entered into the Engineer's Estimate of Probable Construction Cost for the project.

Deliverables

- 1) One (1) Electronic File of the 95% Plans, Technical Specifications, and Engineer's Estimate (PDF's).

3F) Final PS&E

The 95% PS&E will be revised to incorporate comments received from the County and City (assumed be compiled and coordinated by the County). NCE will again meet with the County and City to review these comments, from which the Final PS&E will be prepared. NCE will provide a response to each comment that is included in a comment table provided by the County. The Final PS&E will include the notes and details necessary for construction.

The Technical Specifications will be further refined at this stage of the design. If requested, NCE can review and comment on the County's front-end documents (bid and contract forms, General Provisions, Special Provisions, etc.), which the County will prepare and provide.

A final quantity calculation will be tabulated, and this will be entered into the final Engineer's Estimate of Probable Construction Cost for the project. The final documents will be reviewed, stamped and signed by NCE's Engineer, and the Final PS&E will be delivered to the County in electronic formats.

Deliverables

- 1) One (1) Electronic File of the Final (100%) Plans, Technical Specifications, and Engineer's Estimate (PDF's).

SCHEDULE

NCE will prepare a draft detailed project design schedule for County's review (forthcoming).

FEE ESTIMATE

NCE will provide the defined scope of work on a time-and-materials basis for an estimated fee of \$486,000 . The price breakdown by task is attached. Total compensation will not exceed the amounts set forth without receipt of prior written authorization from the County.

Sincerely,



Andre Jadkowski, PE
Principal Engineer

NCE

1003 West Cutting Blvd., Suite 110
Pt. Richmond, CA 94804
510-215-3620

Attachments:

A - Pueblo Pocket Paving Street List Spreadsheet and Pueblo Pocket Project Map

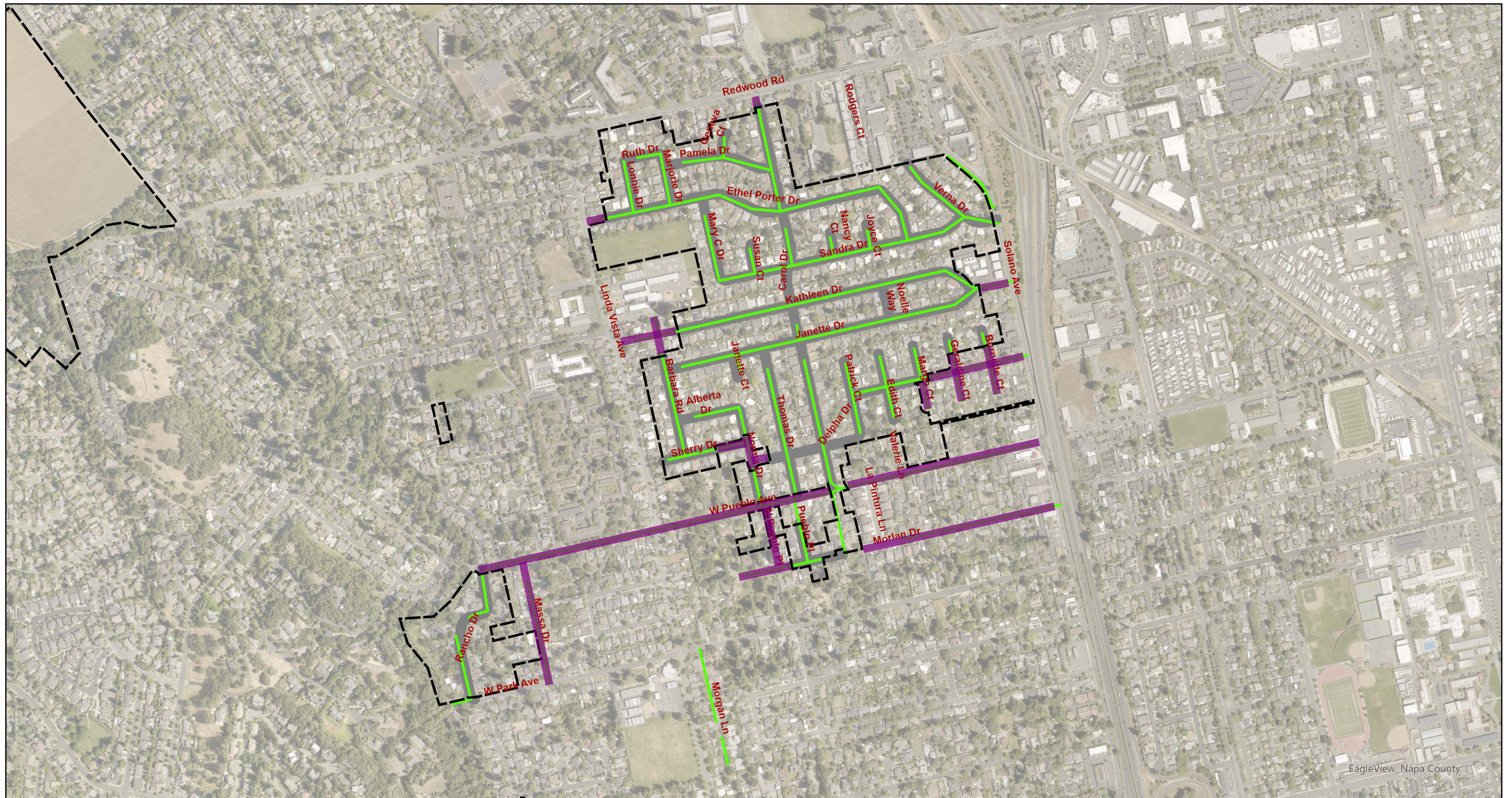
B - Fee Estimate Spreadsheet

NCE 2025 Schedule of Charges

NorCal Pipeline Services Proposal dated 4-24-2025





Attachment A

Project Street List Spreadsheet and Project Map



EagleView, Napa County



-  City/County Limits
-  County Roadway Paving
-  Sewer Rehabilitation
-  City Roadway Paving

PUEBLO POCKET SEWER AND ROADWAY REHABILITATION PROJECT



Napa County -Pueblo Pocket Pavement Rehabilitation Project
Fee Estimate
April 30, 2025

		Labor Hours																					
Task Description	Rate	Project Manager	Principal QA/QC	Principal Pavement Engineer	Project II Engineer	Project I Engineer	Staff II Engineer	Staff I Engineer	Project I Pavement Engineer	Staff I Pavement Engineer	Senior Technician	Field Technician	Clerical	Labor Expenses	Coring	Traffic Control	Laboratory Testing	GPR Analysis Infrasense	CCTV	Supplemental Survey	Reimbursable Expenses	Total Cost	
1. Project Management & Meetings																							
1A. Project Kick-off and Progress Meetings																							
1B. Utility Coordination																							
Sub-Total																							
2. Pavement Rehabilitation Design																							
2A. Pavement Survey																							
2B. Pavement Coring																							
2C. Pavement Design Recommendations																							
Sub-Total																							
3. Plans, Specifications & Estimates (PS&E)																							
3A. Design Data Gathering and Site Visit																							
3B. CCTV (Optional)																							
3C. 35% P&E																							
3D. 65% PS&E																							
3E. 95% PS&E																							
3F. Final (100%) PS&E																							
Sub-Total																							
								</															

**SCHEDULE OF CHARGES 2025****PROFESSIONAL SERVICES**

Principal	\$350/hour
Associate.....	\$280/hour
Senior II	\$235/hour
Senior I	\$225/hour
Project II.....	\$215/hour
Project I.....	\$200/hour
Staff II	\$190/hour
Staff I	\$175/hour

TECHNICAL SERVICES

Senior Construction Manager*	\$180/(\$205-PW)/hour
Construction Inspector*	\$160/(\$185-PW)/hour
Senior Designer.....	\$190/hour
CADD Designer.....	\$170/hour
CADD/GIS Technician.....	\$140/hour
Senior Field Scientist.....	\$150/hour
Field Scientist.....	\$130/hour
Senior Technician*	\$160/(\$185-PW)/hour
Field/Engineering Technician*	\$130/(\$155-PW)hour
Project Administrator	\$135/hour
Technical Editor	\$120/hour
Clerical	\$120/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Engineer/Scientist.....	\$435/hour
Court Appearances & Depositions.....	\$605/hour

EQUIPMENT

Plotter Usage	(separate fee schedule)
Truck	\$130/day
Automobile	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	\$5,000/Day
Coring	\$6,000/Day
Environmental Equipment.....	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. cost + 15%

**COMMUNICATION/
REPRODUCTION**

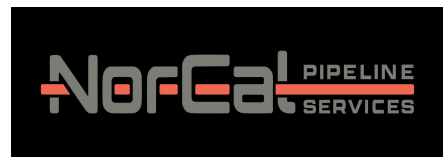
In-house costs for postage, printing and copying ..
..... project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*A surcharge of \$25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.

Proposal



Phone: (916) 442-5400

Fax: (916) 520-6966

Proposal: NC25 146

Date: 4/24/2025

To:	Project:
NEC Net Attn: Andre	Pueblo Pocket Storm Drain Assessment NTE Various Streets Napa, CA

Salesperson		
Josh Bowers		

Scope of Work

The pricing includes the following:

- 1) A "Not To Exceed" price for the cleaning and cctv inspection of 3,490 LF of storm drain within County Limits.
- 2) A "Not To Exceed" price for the cleaning and cctv inspection of 6,400 LF of storm drain within County and City Limits.
- 3) Filling up our cleaning truck with water before we come out on site.
- 4) Offsite disposal of all non-hazardous material removed from the storm drains.
- 5) Copies and reports for each pipe segment inspected.
- 6) Traffic Control with our crew as needed.

Exclusions

The pricing does NOT include the following:

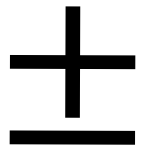
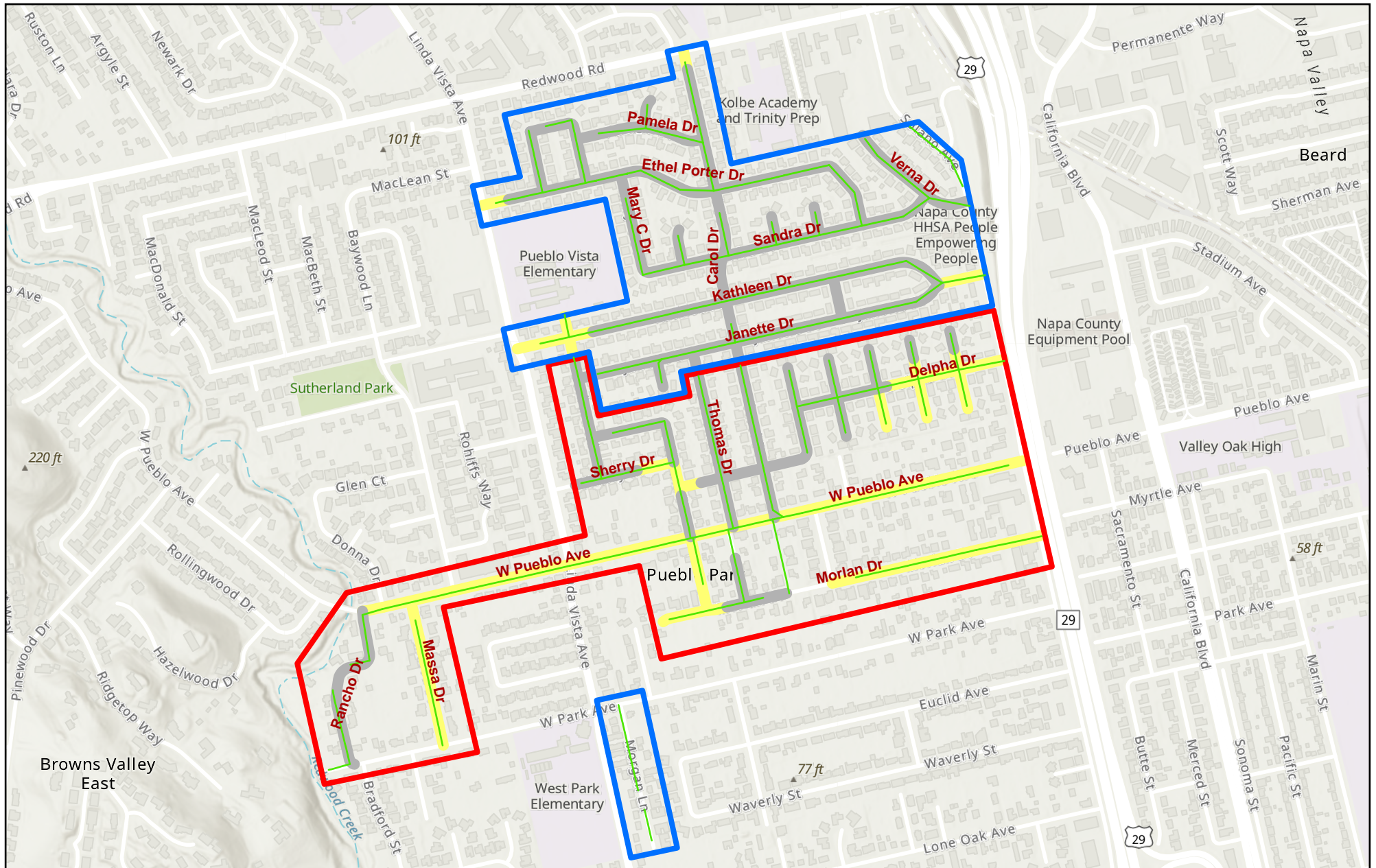
- 1) Transportation and disposal of hazardous material that has entered the storm drains.
- 2) Cleaning and inspecting storm drain pipe that is not located in the City/County streets.
- 3) Night or Weekend work rates.
- 4) Excessive debris or roots within the system. Our pricing includes a 3-pass cleaning on all pipe segments. If the lines require additional cleaning, then the unit pricing will not apply and we will only clean at an Hourly or T&M rate.
- 5) Permits
- 6) Bonds
- 7) State or Local Taxes

Reference	Description	Quantity	UOM	Unit Price	Extended Price
01	Cleaning & CCTV Inspection of 3,490 LF of storm drain (within County Limits)	1.0000	NTE	53,185.0000	53,185.00
02	Cleaning & CCTV Inspection of 6,400 LF of storm drain (within County and City Limits)	1.0000	NTE	92,490.0000	92,490.00

--

Acceptance	
Accepted by:	_____
Title:	_____
Date:	_____

**EXHIBIT B
PROJECT MAP**



- Phase 1 (2026)
- Phase 2 (2027)
- Paving within County
- Paving within City
- Sewer Rehabilitation

PUEBLO AREA SEWER REHABILITATION AND PAVING PROJECT



EXHIBIT C INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the commercial automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers and the City of Napa, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by County's Risk Manager, Consultant shall provide or arrange for the insurer to provide within thirty (30) days of the request, copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

