

CITY AGREEMENT NO. 2024- _____

NAPA COUNTY AGREEMENT NO. 250311B

**AGREEMENT BETWEEN CITY OF AMERICAN CANYON AND NAPA COUNTY
REGARDING THE SOUTH KELLY & SR-29 INTERSECTION PROJECT (TR23-0200)**

This Agreement (“AGREEMENT”) is entered into and effective as of _____, by and between Napa County, a political subdivision of the state of California (“COUNTY”) and the City of American Canyon, a California general law city (“CITY”) (each a “PARTY” and collectively, the “PARTIES”).

RECITALS

WHEREAS, CITY plans to provide the design and specifications (“ENGINEERING SERVICES”) for constructing roadway improvements, including, but not limited to, full depth reclamation (FDR), new asphalt surface, striping, and associated storm drain improvements on COUNTY-owned assets (“COUNTY WORK”) within the COUNTY’s jurisdiction (“COUNTY ASSETS”) as part of the South Kelly & SR-29 Intersection Project (TR23-0200) (the “CITY PROJECT”). Plans, specifications, and the AutoCAD file will be provided to the COUNTY as part of the services outlined in this AGREEMENT. A tabulated cost summary for ENGINEERING SERVICES is provided in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, the COUNTY ASSETS that are part of the COUNTY WORK and located within the project area will be owned and maintained by the COUNTY; and

WHEREAS, the CITY has agreed to provide ENGINEERING SERVICES for COUNTY WORK as part of the scope of work for the CITY PROJECT, and COUNTY has agreed to reimburse the CITY for costs incurred by the CITY to perform the aforementioned service to the COUNTY; and

WHEREAS, the PARTIES wish to memorialize the terms and conditions of the COUNTY’S agreement to reimburse the CITY for costs associated with the COUNTY WORK.

TERMS

NOW, THEREFORE, CITY and COUNTY, for the mutual consideration described herein, agree as follows:

1. **Scope of COUNTY WORK.** For the CITY PROJECT, the CITY shall provide ENGINEERING SERVICES for work to be performed in the COUNTY for COUNTY WORK as terms of this AGREEMENT.
2. **Project Cost, Payments, and Compensation.**
 - A. *Project Cost Paid by COUNTY.* COUNTY agrees to pay CITY for the actual cost of work associated with the time spent to provide ENGINEERING SERVICES for COUNTY WORK in accordance with the terms of this AGREEMENT. This AGREEMENT authorizes the

COUNTY to pay all CITY PROJECT scope expenses as defined above in accordance with the maximums and procedures in this Section 2. The scope of work under this AGREEMENT is estimated to cost as set forth below (“Estimated Cost”):

\$107,837	Consultant Design Engineering Services
<u>\$ 16,176</u>	City Staff – Project Management & Administration Services (15%)
\$124,013	Total

- B. Advance Payment and Invoices. In accordance with Section 2(A), COUNTY shall pay the CITY for ENGINEERING SERVICES provided to the COUNTY. Payment for COUNTY WORK is based on the actual costs incurred by the CITY to provide ENGINEERING SERVICES as indicated in (2.A).
3. Access to Records / Document Retention. CITY will provide Plans, Specifications, and the AutoCAD file and other information, upon request, regarding the COUNTY WORK. Financial records and the aforementioned documents associated with CITY PROJECT shall be maintained at least five (5) fiscal years after COUNTY payment for CITY services. COUNTY or the duly authorized representatives of the COUNTY, shall have access to any books, documents, papers, and records of CITY 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, CITY shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the COUNTY and all pending matters are closed, whichever is later.
4. Term of this AGREEMENT. The term of this AGREEMENT shall commence on November 19, 2024 and shall continue in effect until payment in Paragraph 2(A) has been made to CITY; 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.
5. Insurance. The CITY shall obtain and maintain in full force and effect throughout the term of this AGREEMENT, the following insurance coverage and shall provide evidence of such coverage to the COUNTY upon request:
- A. Workers' Compensation Insurance. Workers' compensation insurance for the performance of any of duties under this AGREEMENT, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation.
- B. Liability Insurance.
- (1) General Liability. Commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to other PARTY's risk manager or employee designated by that PARTY to perform such function, or by a combination thereof, covering liability 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 that PARTY under this AGREEMENT. If the coverage

includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Comprehensive Automobile Liability Insurance. A comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased, and non-owned vehicles used in conjunction with that PARTY's activities under this AGREEMENT of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

C. Certificates of Coverage. Insurance coverages referenced in Section 5(B), above, shall be evidenced by one or more certificates of coverage or, by other evidence of coverage acceptable to the COUNTY's Risk Manager, which shall be available upon request.

(1) The certificate(s) or other evidence of coverage shall reference this AGREEMENT by the COUNTY or CITY number or title and department; shall be kept current during the term of this AGREEMENT; shall provide that the other PARTY 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; and 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.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in Section 5(B)(1) and, for the comprehensive automobile liability insurance coverage referenced in Section 5(B)(2) where the vehicles are covered by a commercial policy rather than a personal policy, each PARTY shall also file with the evidence of coverage an endorsement from the insurance provider naming the other PARTY, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, each PARTY shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of a PARTY not covered by this AGREEMENT, then the limits in the applicable certificate relating to the additional insured coverage of the other PARTY shall pertain only to liability for activities of the insured PARTY under this AGREEMENT, and that the insurance provided is primary coverage with respect to any insurance or self-insurance programs maintained by the other PARTY. 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.

(4) Upon request, each PARTY shall provide, or arrange for the insurer to provide, to the other PARTY within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

D. Inclusion in Subcontracts. CITY shall cause all contractors and subcontractors and any other entity or person who is involved in providing services under this AGREEMENT to comply

with the insurance requirements set forth in this Paragraph 5. CITY shall additionally require any consultant hired to provide design engineering services on any COUNTY ASSET to obtain and maintain in full force and effect throughout the term of this AGREEMENT, the following insurance coverage and shall provide evidence of such coverage to the COUNTY upon request:

- (1) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONSULTANT arising out of or in connection with the South Kelly & SR-29 Intersection Project (TR23-0200) 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.

6. **Indemnification.**

- A. By COUNTY. COUNTY, shall defend, indemnify, and hold harmless CITY and the officers, agents, and employees of CITY from any claim, loss, or liability including without limitation, those for personal injury (including death) or damage to property (collectively, "Liability"), arising out of or connected with COUNTY's performance of its obligations under this AGREEMENT. Consistent with Civil Code section 2782, COUNTY 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.
- B. By CITY. CITY shall, and shall cause all who perform work in connection with this AGREEMENT, defend, indemnify, and hold harmless COUNTY and the elected and appointed officers, agents, and employees of COUNTY from any Liability arising out of or connected with any aspect of the performance by CITY or its officers, agents, or employees, of obligations required of CITY under this AGREEMENT. Consistent with Civil Code section 2782, CITY will not be obligated to indemnify COUNTY for the proportionate share of the Liability caused by the COUNTY's active negligence, sole negligence, or willful misconduct.
- 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, provided that nothing shall require either PARTY to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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 CITY PROJECT is under construction:

- A. Regular Staff Meetings. The respective staffs of CITY and COUNTY, 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. **Attorneys' Fees.** In the event that either PARTY commences legal action of any kind or character to 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.
11. **No Waiver.** 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.
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. 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. The PARTIES further agree to send supplemental notice by email as identified below.

City of American Canyon:

Director of Public Works
4381 Broadway Street
American Canyon, CA 94503

Email: esmithies@americancanyon.gov; rranada@americancanyon.gov;
kdelossantos@americancanyon.gov

County of Napa:

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

Email: steve.lederer@countyofnapa.org; juan.arias@countyofnapa.org

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

13. **Entire Agreement.** 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.
14. **Amendment / Modification.** Except as specifically provided herein, this AGREEMENT may be modified or amended only in a writing signed by both PARTIES. In particular, only COUNTY in the form of a written amendment of this AGREEMENT, may authorize extra and/or changed work if beyond the scope of COUNTY WORK described in Section 1 above. Failure of CITY to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.
15. **Recitals Adopted.** The PARTIES hereby agree to and adopt the AGREEMENT recitals as portions of this AGREEMENT.
16. **Termination.** The termination shall be effective upon the COUNTY's payment to CITY of any amounts owed by COUNTY hereunder.
17. **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.
18. **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.
19. **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 COUNTY and the CITY.
20. **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 was executed by the PARTIES hereto as of the date first above written.

CITY:

CITY OF AMERICAN CANYON, a California General Law City

By: _____
Jason B. Holley, City Manager

ATTEST:

Taresa Geilfuss, City Clerk

APPROVED AS TO FORM:

William D. Ross, City Attorney


COUNTY:

NAPA COUNTY, a political subdivision of the State of California


By: _____
ANNE COTTRELL,
Chair of the Board of Supervisors


APPROVED AS TO FORM Office of County Counsel By: <u>Ryan Fitzgerald</u> Deputy County Counsel Date: <u>January 16, 2025</u> PL No. 120744	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: _____
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EXHIBIT A
COST SUMMARY FOR ENGINEERING SERVICES

 South Kelly Road & State Route 29 Project Management, Construction Phase and Optional Services CONSULTING SERVICES										Total BKF Hours	Total BKF Fee	Sub-Consultant		Total Subconsultant Fee* *Includes 10% Markup	Total Fee
		Principal	Project Manager	QA/QC Manager	Sr Project Engineer	Project Engineer	Design Engineer	Field Crew Party Chief	Field Crew Chainperson			Miller Pacific	Geotechnical		
Task	Description	Full Rate	\$302	\$273	\$260	\$222	\$195	\$170	\$222	\$143					
1	Project Management														
1	Project Management	2	24	0	0	0	0	0	0	0	26	\$7,156	\$0	\$0	\$7,156
2	Project Kick-Off Meeting	2	4	0	2	2	0	0	0	0	10	\$2,530	\$0	\$0	\$2,530
3	Routine Status Update Meetings	0	12	0	4	4	0	0	0	0	20	\$4,944	\$0	\$0	\$4,944
4	Quality Assurance/Quality Control (QA/QC)	4	0	22	0	0	0	0	0	0	26	\$6,928	\$0	\$0	\$6,928
1 Project Management Subtotal:		8	40	22	6	6	0	0	0	0	82	\$21,558	\$0	\$0	\$21,558
2	Base Mapping Collection and Formatting														
4	Collect and Format Files from Others	1	2	2	0	0	12	0	0	0	17	\$3,408	\$0	\$0	\$3,408
2 Base Mapping Collection and Formatting Subtotal:		1	2	2	0	0	12	0	0	0	17	\$3,408	\$0	\$0	\$3,408
3	Pavement Recommendation and Design														
1	Pavement Design Recommendations	0	2	0	0	4	4	0	0	0	10	\$2,006	\$11,500	\$12,650	\$14,656
3 Pavement Recommendation and Design Subtotal:		0	2	0	0	4	4	0	0	0	10	\$2,006	\$11,500	\$12,650	\$14,656
4	Utility Data Research and Coordination														
1	Utility Data Research and Coordination	0	2	0	0	12	16	0	0	0	30	\$5,606	\$0	\$0	\$5,606
2	Utility Conflict Review and Resolution	0	2	0	4	8	8	0	0	0	22	\$4,354	\$0	\$0	\$4,354
3	Pothole Exhibit	0	2	0	0	2	8	0	0	0	12	\$2,296	\$0	\$0	\$2,296
4 Utility Data Research and Coordination Subtotal:		0	6	0	4	22	32	0	0	0	64	\$12,256	\$0	\$0	\$12,256
9	Bid and Construction Phase Support Services														
1	Bid Support Services	0	4	0	0	8	0	0	0	0	12	\$2,652	\$0	\$0	\$2,652
2	Construction Support Services	2	6	0	0	8	20	0	0	0	36	\$7,202	\$5,000	\$5,500	\$12,702
3	Construction Meetings	0	6	0	0	12	4	0	0	0	22	\$4,658	\$0	\$0	\$4,658
9 Bid and Construction Phase Support Services Subtotal:		2	16	0	0	28	24	0	0	0	70	\$14,512	\$5,000	\$5,500	\$20,012
Reimbursable and Consultant Expenses															
General BKF Printing, Plotting, and Travel (0.5% of Total)															
\$360															
Consultant Labor Totals		11	66	24	10	60	72	0	0	0	243	\$53,740	\$16,500	\$18,150	\$71,890
South Kelly Road Improvements SubTotal															
\$57,967															
Tower Road Improvements SubTotal															
\$33,115															
SR-29 Improvements SubTotal															
\$34,981															
Total Fees* (Total fees include consultant and reimbursable markups pursuant to rate sheets)															
\$197,953															

Opt. Task 1 Topographic and Boundary Survey															
1	Tower Rd GPS Topo	0	1	1	2	0	5	8	8	25	\$4,747	\$0	\$0	\$4,747	
2	South Kelly Road Topo	0	1	2	2	0	24	16	16	61	\$11,157	\$0	\$0	\$11,157	
3	SR29 Topo & Control	1	2	12	4	0	24	28	28	99	\$19,156	\$0	\$0	\$19,156	
4	South Kelly & SR29 Boundary	1	2	3	8	0	6	8	8	36	\$7,344	\$0	\$0	\$7,344	
Opt. Task 1 Topographic and Boundary Survey Subtotal:		2	6	18	16	0	59	60	60	221	\$42,404	\$0	\$0	\$42,404	

 South Kelly Road & State Route 29 South Kelly Rd Improvements CONSULTING SERVICES										Total BKF Hours	Total BKF Fee	Sub-Consultant		Total Subconsultant Fee* <small>*Includes 10% Markup</small>	Total Fee
		Principal	Project Manager	QA/QC Manager	Sr Project Engineer	Project Engineer	Design Engineer	Field Crew Party Chief	Field Crew Chainperson			Miller Pacific	Geotechnical		
Task	Description	VP	AP	PM	SPE	PE	DE	FC	FC	Total BKF Hours	Total BKF Fee				
Base Scope of Services															
South Kelly Road Improvements															
5	50% Design Package														
	Drawings	1	18	0	8	36	60	0	0	123	\$24,212	\$0	\$0	\$24,212	
	Estimate	0	1	0	1	2	2	0	0	6	\$1,225	\$0	\$0	\$1,225	
	Specifications	0	1	0	2	0	0	0	0	3	\$717	\$0	\$0	\$717	
	Submittal	0	1	0	0	2	4	0	0	7	\$1,343	\$0	\$0	\$1,343	
	5 50% Design Package Subtotal:														\$27,497
6	75% Design Package														
	Drawings	1	10	0	4	16	40	0	0	71	\$13,840	\$0	\$0	\$13,840	
	Estimate	0	1	0	1	2	2	0	0	6	\$1,225	\$0	\$0	\$1,225	
	Specifications	0	2	0	16	0	0	0	0	18	\$4,098	\$0	\$0	\$4,098	
	Submittal	0	1	0	0	2	4	0	0	7	\$1,343	\$0	\$0	\$1,343	
	6 75% Design Package Subtotal:														\$20,506
7	100% Design Package														
	Drawings	1	6	0	0	12	12	0	0	31	\$6,320	\$0	\$0	\$6,320	
	Estimate	0	1	0	1	2	2	0	0	6	\$1,225	\$0	\$0	\$1,225	
	Specifications	0	1	0	4	0	0	0	0	5	\$1,161	\$0	\$0	\$1,161	
	Submittal	0	1	0	0	1	2	0	0	4	\$808	\$0	\$0	\$808	
	7 100% Design Package Subtotal:														\$9,514
														Reimbursable Expenses	\$450
														South Kelly Road Improvements SubTotal	\$57,967

 South Kelly Road & State Route 29 Tower Road Improvements CONSULTING SERVICES										Total BKF Hours	Total BKF Fee	Sub-Consultant		Total Subconsultant Fee* <small>*Includes 10% Markup</small>	Total Fee
		Principal	Project Manager	QA/QC Manager	Sr Project Engineer	Project Engineer	Design Engineer	Field Crew Party Chief	Field Crew Chainperson			Miller Pacific	Geotechnical		
Task	Description	VP	AP	PM	SPE	PE	DE	FC	FC	Total BKF Hours	Total BKF Fee				
	Full Rate	\$302	\$273	\$260	\$222	\$195	\$170	\$222	\$143						
Base Scope of Services															
Tower Road Improvements															
5	50% Design Package														
Drawings	1	6	0	4	14	20	0	0	45	\$8,958	\$0	\$0	\$8,958		
Estimate	0	0	0	1	2	2	0	0	5	\$952	\$0	\$0	\$952		
Specifications	0	0	0	2	0	0	0	0	2	\$444	\$0	\$0	\$444		
Submittal	0	1	0	0	2	4	0	0	7	\$1,343	\$0	\$0	\$1,343		
5 50% Design Package Subtotal:		1	7	0	7	18	26	0	0	59	\$11,697	\$0	\$0	\$11,697	
6	75% Design Package														
Drawings	1	6	0	2	12	24	0	0	45	\$8,804	\$0	\$0	\$8,804		
Estimate	0	0	0	1	2	2	0	0	5	\$952	\$0	\$0	\$952		
Specifications	0	2	0	8	0	0	0	0	10	\$2,322	\$0	\$0	\$2,322		
Submittal	0	1	0	0	2	4	0	0	7	\$1,343	\$0	\$0	\$1,343		
6 75% Design Package Subtotal:		1	9	0	11	16	30	0	0	67	\$13,421	\$0	\$0	\$13,421	
7	100% Design Package														
Drawings	1	2	0	0	6	16	0	0	25	\$4,738	\$0	\$0	\$4,738		
Estimate	0	0	0	1	2	2	0	0	5	\$952	\$0	\$0	\$952		
Specifications	0	1	0	4	0	0	0	0	5	\$1,161	\$0	\$0	\$1,161		
Submittal	0	1	0	0	1	2	0	0	4	\$808	\$0	\$0	\$808		
7 100% Design Package Subtotal:		1	4	0	5	9	20	0	0	39	\$7,659	\$0	\$0	\$7,659	
													Reimbursable Expenses	\$338	
													Tower Road Improvements SubTotal	\$33,115	

 South Kelly Road & State Route 29 SR-29 Improvements CONSULTING SERVICES										Total BKF Hours	Total BKF Fee	Sub-Consultant	Total Subconsultant Fee* <small>*Includes 10% Markup</small>	Total Fee
		Principal	Project Manager	QA/QC Manager	Sr Project Engineer	Project Engineer	Design Engineer	Field Crew Party Chief	Field Crew Chainperson			Miller Pacific		
Task	Description	VP	AP	PM	SPE	PE	DE	FC	FC	Total BKF Hours	Total BKF Fee			
	Full Rate	\$302	\$273	\$260	\$222	\$195	\$170	\$222	\$143					

Base Scope of Services

SR-29 Improvements														
4	Caltrans Encroachment Permit Support													
	Caltrans Encroachment Permit Application and Coordination	0	4	0	4	0	0	0	0	8	\$1,980	\$0	\$0	\$1,980
	Caltrans Right-of-Way Improvement Drawings	2	10	0	18	28	40	0	0	98	\$19,590	\$2,875	\$3,163	\$22,753
	Response to Caltrans Comments	0	6	0	10	14	20	0	0	50	\$9,988	\$0	\$0	\$9,988
	4 Caltrans Encroachment Permit Support Subtotal:	2	20	0	32	42	60	0	0	156	\$31,558	\$2,875	\$3,163	\$34,721
												Reimbursable Expenses	\$260	
													SR-29 Improvements SubTotal	\$34,981

Assumptions:

1. Prorating is based on design costs only.
2. Prorate % is based on the discrete costs for each area of work.
3. South Kelly Rd. design cost to be split 50/50 between City and County.
4. Tower Rd. design cost to be paid by County only.
5. SR-29 improvements design cost to be paid by City only.

Prorate (%)	Prorate (%)
South Kelly Improvements - City share (50%)	22.991%
South Kelly Improvements - County share (50%)	22.991%
Tower Road Improvements - County share	26.269%
SR-29 Improvements - City share	27.749%
TOTAL	100.000%

	Description - Lump Sum Items	Amount	City Prorated Share	County Prorated Share
1	Project Management	\$ 21,558.00	\$ 10,938.55	\$ 10,619.45
2	Base Mapping	\$ 3,408.00	\$ 1,729.22	\$ 1,678.78
3	Pavement Recommendation & Design	\$ 14,656.00	\$ 7,436.47	\$ 7,219.53
4	Utility Data Research and Coordination	\$ 12,256.00	\$ 6,218.71	\$ 6,037.29
5	Bid and Construction Phase Support	\$ 20,012.00	\$ 10,154.11	\$ 9,857.89
	Subtotal	\$ 71,890.00	\$ 36,477.06	\$ 35,412.94

	Description - Areas of Work	Amount	City Share	County Share
1	South Kelly Road Improvements - 50/50 split	\$ 57,967.00	\$ 28,983.50	\$ 28,983.50
2	Tower Road Improvements - County only	\$ 33,115.00	\$ -	\$ 33,115.00
3	SR-29 Improvements - City only	\$ 34,981.00	\$ 34,981.00	\$ -
	Subtotal	\$ 126,063.00	\$ 63,964.50	\$ 62,098.50

	Topo & Boundary Survey	Amount	City Share	County Share
1	Tower Road GPS Topo	\$ 4,747.00	\$ -	\$ 4,747.00
2	South Kelly Road Topo	\$ 11,157.00	\$ 5,578.50	\$ 5,578.50
3	SR29 Topo & Control	\$ 19,156.00	\$ 19,156.00	\$ -
4	South Kelly & SR29 Boundary	\$ 7,344.00	\$ 7,344.00	\$ -
	Subtotal	\$ 42,404.00	\$ 32,078.50	\$ 10,325.50
	TOTAL	\$ 240,357.00	\$ 132,520.06	\$ 107,836.94

American Canyon	\$ 132,520.06	55.13%
Napa County	\$ 107,836.94	44.87%
TOTAL	\$ 240,357.00	

Napa County Share	Amount	Rounded
Consultant Design Cost	\$ 107,836.94	\$ 107,837.00
City Staff PM & Admin (15%)	\$ 16,175.54	\$ 16,176.00
TOTAL	\$ 124,012.48	\$ 124,013.00