**NAPA COUNTY AGREEMENT NO. 250052B**
**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 9th day of July 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Bellecci & Associates, Inc. a corporation whose business address is 2290 Diamond Boulevard, Suite 100, Concord, CA 94520, hereinafter referred to as "CONTRACTOR" or "CONSULTANT."

## RECITALS

**WHEREAS**, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide environmental services for the HSIP Cycle 11 Silverado Trail Intersection Improvements Project, RDS 22-26; and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

**NOW, THEREFORE**, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein.

## TERMS

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire three (3) years after this AGREEMENT is signed by the Napa County Board of Supervisors, with the option to extend the PSA up to two (2) additional one-year periods, for a term not to exceed five (5) years from the date of execution, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (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 the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention).

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A," attached hereto, in accordance with the Request for Proposals and CONTRACTOR's proposal, incorporated by reference herein.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B," attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE HUNDRED NINETY FIVE THOUSAND NINE HUNDRED TEN DOLLARS AND ZERO CENTS ($191,183.00); provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(d) Annual Appropriation of Funds. CONTRACTOR acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. COUNTY is not obligated to pay CONTRACTOR, nor is CONTRACTOR obligated to provide further services, if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

4. **Method of Payment.**

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by COUNTY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than monthly to the Engineer who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C."

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Engineer upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents, and employees of CONTRACTOR are not,

and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Standard of Care.** CONTRACTOR represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. CONTRACTOR shall correct any professional services falling below this standard at its sole cost and expense, if notified by COUNTY within one year after completion of such services. This standard of care is in addition to any other remedies that may be available to COUNTY in law or equity.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following 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:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) 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 CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

(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 CONTRACTOR'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 CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), 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 CONTRACTOR with the Public Works Department prior to commencement of performance of any of CONTRACTOR's duties.

(1) 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; 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 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.

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

(d) 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 CONTRACTOR 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 CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the fullest extent permitted by law, Consultant 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, arising from all acts or omissions of Consultant 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 arising from the active or sole negligence or willful misconduct of County or its officers, agents, employees, volunteers, or representatives. 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.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents, and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by COUNTY for any reason and at any time by giving prior written notice of such termination to CONTRACTOR specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. **Disposition of, Title to, and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights, and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for

damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **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.

13. **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 | CONTRACTOR |
|---|---|
| Steven E. Lederer | Daniel Leary |
| Director of Public Works | Principal |
| 1195 Third Street, Suite 110 | 2290 Diamond Blvd, Suite 100 |
| Napa, CA 94559 | Concord, CA 94520 |

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents, and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(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. All employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

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

15. **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Engineering Supervisor. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state, and local laws, rules, and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological, and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records, and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information of which it becomes aware.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

16. **No Assignments or Subcontracts.**

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Engineer.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only with the prior written consent of both parties. Failure of CONTRACTOR 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 the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation, or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. CONTRACTOR shall comply immediately with all directives issued by COUNTY or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

(a) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(b) Prevailing Wages. The scope of services includes "public works" as defined in California Labor Code section 1720, such as inspection and land surveying work. CONTRACTOR shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit "D."

(c) Notwithstanding anything to the contrary in this Agreement, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the following requirements and regulations imposed by the Federal Highway Administration (FHWA) with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging

in activities of CONTRACTOR under this Agreement: See Request for Proposal Attachment B "FHWA Requirements."

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR 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, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office," "annual," and "leaving office" Statements of Economic Interest as a "consultant", as defined in California Code of Regulations, title 2, section 18701(a)(2), unless it has been determined in writing that CONTRACTOR, although holding

a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that 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.

26. **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.

27. **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.

28. **Agreement Execution.** All Parties consent and agree that any electronic signature, as defined by Civil Code §1633.2(h), affixed thereon shall have the full force and effect as a wet or manual signature. The Parties further agree that this Agreement may be executed in counterparts, and all such counterparts shall together constitute one and the same Agreement.

29. **Special Terms and Conditions.** CONTRACTOR shall adhere to the special terms and conditions set forth in Request for Proposal Attachment “B” (FHWA Requirements) and “C” (CalTrans Local Assistance Requirements), and incorporated by reference herein.

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

BELLECCI & ASSOCIATES, INC.

By: _____
DANIEL LEARY, Principal

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By_____
JOELLE GALLAGHER, Chair
Board of Supervisors

"COUNTY"

| APPROVED AS TO FORM<br>Office of County Counsel<br><br>By: *Ryan FitzGerald* (e-sign)<br>Deputy County Counsel<br><br>Date: June 25, 2024 | APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS<br><br>Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors<br><br>By: _____ |
|---|---|---|

## Exhibit A

CONSULTANT shall provide COUNTY with the following services:

## PROJECT UNDERSTANDING

The Project, funded by a Highway Safety Improvement Program (HSIP) Cycle 11 grant, is to improve the following intersections:

Silverado Trail at Oak Knoll Avenue: Improvements include the installation of flashing beacons on either end of the intersection on Silverado Trail, widening the apron of the Oak Knoll Avenue intersection with Silverado Trail and installing a right turn lane, restriping the median on Silverado Trail north of the intersection to provide for an acceleration lane, and widening Silverado Trail on the southbound lane towards Oak Knoll Avenue to provide a right turn lane.

Silverado Trail at Zinfandel Lane: Improvements include the installation of flashing beacons on either end of the intersection on Silverado Trail.

Silverado Trail at the Strawberry Patch: Improvements include the installation of flashing beacons on either end of the intersection on Silverado Trail, widening both travel lanes on Silverado Trail (in front of the Strawberry Patch) to provide room for a left turn lane and acceleration lane, and widening Silverado Trail on the southbound lane towards the Strawberry Patch to provide a right turn lane.

The construction project proposes to widen the roadway at Oak Knoll Avenue and the Strawberry Patch intersections. It is of utmost importance that this work is administered in strict accordance with the California Department of Transportation (Caltrans) Local Assistance Procedures Manual (LAPM).

The design team will include Bellecci & Associates, Inc. as the Prime Consultant who will provide civil engineering, project management, and surveying services. The design team will also include two subconsultants, David J Powers & Associates, Inc. for environmental planning and TJKM Transportation Consultants. The overall scope provided by the design team will include planning and project management, mapping and field investigations, engineering and design, cost estimates, calculations, scheduling, quality analysis and quality control, bidding assistance, and services during construction.

## SCOPE OF SERVICES

Task 1. Project Management

### 1.1 Project Management and Meetings

Consultant will provide the following project management tasks: establishing and updating the project schedule, monitoring and updating the project budget, and scheduling coordination meetings with key stakeholders. Consultant will attend meetings with County staff, stakeholders, and utility companies as required by the County. The anticipated meetings will include a kick-off meeting, site review meeting, and four (4) design review meetings for the 35%, 65%, 95%, and

100% PS&E. Consultant will prepare the agenda and conduct the meetings and submit meeting notes. Consultant team will include a quality control team member to review the design, plans, specifications, and cost estimate. A QA/QC one-page memorandum will be provided.

Task 2. Topographic Survey & Utility Base Mapping

**2.1 Topographic Survey**
Consultant will include a field or topographic survey to collect data at the Silverado Trail intersections.

**2.2 Utility Base Mapping**
Consultant will prepare utility base mapping based on utility maps received from utility companies, the County, and other as-built drawings. Consultant will perform a field review to record surface structures and paint markings.

Task 3. Design Development

**3.1 35% PS&E Submittal**
Design team will prepare plans on D-size sheets using AutoCAD most current version. The plans will include the following sheets at the 35% submittal:

1. Cover Sheet with location map, project description, and sheet index
2. Legend, Note Sheet, and Abbreviations
3. Preliminary Layout Plan with Improvements and Signal Pole Location
4. Preliminary Signing and Striping Plans in conformance with CA MUTCD
5. Fire Truck Turning Template Exhibits

The 35% submittal shall also include an engineer's cost estimate based on the 35% plans and historic unit costs from recent projects within the area.

**3.2 65% PS&E Submittal**
The plans will include the following sheets at the 65% submittal:

1. Cover Sheet
2. Legend, Note Sheet, and Abbreviations
3. Layout Improvement Plan
4. Demolition Plan
5. Grading Plan
6. Utility Plan
7. Striping Details, Notes, and Legend
8. Signing and Striping Plans
9. Flashing Beacon Plan/Details
10. Civil Details
11. County Standard Details

The 65% submittal shall also include an updated project schedule, an updated engineer's cost estimate, 65% technical specifications, and responses to County review comments from the 35% submittal and a return of mark-ups.

**3.3 95% PS&E Submittal**
This submittal will include updated 95% plans, 95% specifications, 95% construction cost estimate, responses to County review comments on the 65% submittal and return of markups, and an updated project schedule.

**3.4 Independent Review**
The 95% PS&E will be independently reviewed and certification will be provided with the 95% PS&E submittal.

Task 4. Bid Documents

**4.1 100% Bid Documents**
The 100% Bid package will be finalized after the County's final comments from the 95% submittal. PDFs will be provided for the Plans, Specifications, and Cost Estimate. Design team will provide responses to the 95% submittal.

Task 5. Construction Engineering Support

**5.1 Bid Support Services**
Bellecci will assist the County with responses to bidder requests for information (RFIs), support the County's coordination efforts to inform plan-holders of significant responses to RFIs, and prepare addenda to meet the hour allowance on the budget spreadsheet.

Task 6. Environmental Review Support

**6.1 NEPA Environmental Review**
David J. Powers & Associates will provide support to the County for environmental clearance approval, which is anticipated to including the following services: Since the project will utilize state funding, compliance with the National Environmental Policy Act (NEPA) and related statues will be required. David J Powers & Associates will develop a project description, prepare the Caltrans' Preliminary Environmental Study (PES) form, and attend one (1) formal Caltrans Field Review meeting. The PES will include a visual impact assessment, USFWS list of federally listed species, a FEMA floodplain map, and hazardous materials database mapping. The Consultant assumes the project scope will have limited soil disturbance and will comply with Section 106, the project will avoid sensitive habitats, and the existing right-of-way does not contain sensitive habitats or species and no biological technical work is required.

David J Powers & Associates assumes Caltrans will require additional studies to satisfy NEPA compliance, which may include but are not limited to, a traffic technical memo, construction noise memo, community impacts memo, equipment staging memo, hazardous materials memo, NEPA Categorical Exclusion, and Environmental Commitment Record Documentation.

**6.2 CEQA Environmental Review**

David J Powers & Associates assumes the project will be categorically exempt (CE) from the California Environmental Quality Act under Class I Existing Facilities. The Consultant would prepare the CEQA Categorical Exemption for the County's review and revise, based on one (1) round of review by the County, and file the CE with Napa County following the County's project approval.

**Exhibit B**
**Compensation**

# COST PROPOSAL

## COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed X Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Bellecci & Associates, a Sanbell Company

Project No. HSIP Cycle 11 -Silverado Trail Improvements Project Contract No. _____ Date 2024.06.25

**DIRECT LABOR**

| Classification/Title | Name | hours | Actual Hourly Rate | Total |
|---|---|---|---|---|
| Prin Eng II | RB | 4 | $99.20 | $396.80 |
| Prin Eng I | AA,DL | 26 | $97.80 | $2,542.80 |
| Prof Eng I | AY, AFH | 128 | $61.60 | $7,884.80 |
| Eng III | WH, ES | 188 | $58.00 | $10,904.00 |
| Eng II | AN, BH | 192 | $48.00 | $9,216.00 |
| Assist Eng II | SY,ET,ND,BW,IM | 198 | $41.00 | $8,118.00 |
| Assist Eng I | DC,ZQ | 22 | $35.00 | $770.00 |
| Survey Tech III | NS,DT | 24 | $52.00 | $1,248.00 |
| Prof Land Surv II | AF, DC | 8 | $88.00 | $704.00 |
| Survey, Chief | DM | 24 | $54.77 | $1,314.48 |
| Survey, Journ Rod | MM | 24 | $46.60 | $1,118.40 |
| Survey, Appren | TH | 24 | $40.12 | $962.88 |

**LABOR COSTS**

a) Subtotal Direct Labor Costs $45,180.16

b) Anticipated Salary Increases (see page 2 for sample) $0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** $45,180.16

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 56.12% ) e) Total Fringe Benefits 25355.10579

f) Overhead (Rate: 98.67% ) g) Overhead [(c)x(f)] 44579.26387

h) General and Administrative (Rate: 0.00% ) i) Gen & Admin [(c) x (h)] 0

**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]** $69,934.37

**FIXED FEE** k) **TOTAL FIXED PROFIT** [(c) + (j)] x fixed fee 10% $11,511.45

**1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary**

| Description of Item | Quantity | Unit(s) | Unit Cost | Total |
|---|---|---|---|---|
| Mileage Costs | | | $0.670 | $0.00 |
| Equipment Rental and Supplies | | | | $0.00 |
| Printing | | | | $1,083.02 |
| Plan Sheets | | | $18.00 | $0.00 |
| Sub - Markup | | | | $5,789.00 |

1) **TOTAL OTHER DIRECT COSTS** $6,872.02

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

| | |
|---|---|
| Subconsultant 1: TJKM | $23,500.00 |
| Subconsultant 2: DJPA | $34,185.00 |
| Subconsultant 3: | $0.00 |
| Subconsultant 4: | $0.00 |

**m) TOTAL SUBCONSULTANTS' COSTS:** $57,685.00

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] $64,557.02

**TOTAL COST** [(c) + (j) + (k) + (n)] $191,183.00

NOTES:

1 Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.

2 The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3 Anticipated salary increases calculation (page 2) must accompany.

# COST PROPOSAL

## COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total h**

| Direct Labor Subtotal per Cost Proposal | | Total Hours per Cost Proposal | | Avg Hourly Rate | 5 Year Contract Duration |
|---|---|---|---|---|---|
| $45,180.16 | | 862 | = | $52.41 | Year 1 Avg Hourly Rate |

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

| | Avg Hourly Rate | | Proposed Escalation | | | |
|---|---|---|---|---|---|---|
| Year 1 | $52.41 | + | 0% | = | $52.41 | Year 2 Avg Hourly Rate |
| Year 2 | $52.41 | + | 0% | = | $52.41 | Year 3 Avg Hourly Rate |
| Year 3 | $52.41 | + | 0% | = | $52.41 | Year 4 Avg Hourly Rate |
| Year 4 | $52.41 | + | 0% | = | $52.41 | Year 5 Avg Hourly Rate |

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
|---|---|---|---|---|---|---|
| Year 1 | 100.00% | * | 862.0 | = | 862.0 | Estimated Hours Year 1 |
| Year 2 | 0.00% | * | 862.0 | = | 0.0 | Estimated Hours Year 2 |
| Year 3 | 0.00% | * | 862.0 | = | 0.0 | Estimated Hours Year 3 |
| Year 4 | 0.00% | * | 862.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | 0.00% | * | 862.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 862.0 | |

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)** _____

| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
|---|---|---|---|---|---|---|
| Year 1 | $52.41 | * | 862 | = | $45,180.16 | Estimated Hours Year 1 |
| Year 2 | $52.41 | * | 0 | = | $0.00 | Estimated Hours Year 2 |
| Year 3 | $52.41 | * | 0 | = | $0.00 | Estimated Hours Year 3 |
| Year 4 | $52.41 | * | 0 | = | $0.00 | Estimated Hours Year 4 |
| | Total Direct Labor Cost with Escalation | | | = | $45,180.16 | Estimated Hours Year 5 |
| | Direct Labor Subtotal before Escalation | | | = | $45,180.16 | |
| | Estimated total of Direct Labor Salary | | | = | **$0.00** | Transfer to Page 1 |

NOTES:

1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contra and a breakdown of the labor to be performed each year.

2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)

3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

4 Calculations for anticipated salary escalation must be approved.

## EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**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:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 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. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Daniel Leary, Bellecci a Sanbell company  Title *: Principal

Signature : Daniel Leary  Digitally signed by Daniel Leary DN: C=US, E=dleary@bellecci.com, O="Bellecci, a Sanbell Company", CN=Daniel Leary Date: 2024.06.25 14:06:10-07'00'  Date of Certification (mm/dd/yyyy): 06/25/2024

Email: dleary@bellecci.com  Phone Number: 925.685.4569

Address: 2290 Diamond Boulevard, Suite 100, concord CA 94520

*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:

Refer to the Contract Professional Services Agreement for the scope work to be performed by the consultant design team.

# COST PROPOSAL

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant X Subconsultant ☐ 2nd Tier Subconsultant

Consultant T J K M

Project No. HSIPL-5921(090) Contract No. _____ Date 6/21/2024

**DIRECT LABOR**

| Classification/Title | Name | hours | Actual Hourly Rate | Total |
|---|---|---|---|---|
| Project Manager | Rutvij Patel, EIT* | 20 | $85.67 | $1,713.40 |
| PIC & QA/QC | Nayan Amin, TE* | 10 | $110.00 | $1,100.00 |
| Task Lead | Anna Highsmith, PE* | 32 | $58.60 | $1,875.20 |
| Transportation Engineer | Talha Majeed | 96 | $33.35 | $3,201.60 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**LABOR COSTS**

| | | |
|---|---|---|
| a) Subtotal Direct Labor Costs | $7,890.20 | |
| b) Anticipated Salary Increases (see page 2 for sample) | $0.00 | |
| **c) TOTAL DIRECT LABOR COSTS [(a) + (b)]** | | $7,890.20 |

**INDIRECT COSTS**

| | | | |
|---|---|---|---|
| d) Fringe Benefits (Rate: 45.11%) | e) Total Fringe Benefits | 3559.27 | |
| f) Overhead (Rate: 90.36%) | g) Overhead [(c)x(f)] | 7129.58 | |
| h) General and Administrative (Rate: 0.00%) | i) Gen & Admin [(c) x (h)] | 0 | |
| **j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]** | | | $10,688.85 |

**FIXED FEE** k) **TOTAL FIXED PROFIT** [(c) + (j)] x fixed fee 10% $1,857.91

**1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary**

| Description of Item | Quantity | Unit(s) | Unit Cost | Total |
|---|---|---|---|---|
| Mileage Costs | 0 | | $0.670 | $0.00 |
| Equipment Rental and Supplies | | | | $0.00 |
| Permit Fees | | | | $0.00 |
| Plan Sheets | | | $18.00 | $0.00 |
| Test | | | | $0.00 |
| 1) **TOTAL OTHER DIRECT COSTS** | | | | $0.00 |

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

| | |
|---|---|
| Subconsultant 1: | $0.00 |
| Subconsultant 2: | $0.00 |
| Subconsultant 3: | $0.00 |
| Subconsultant 4: | $0.00 |
| **m) TOTAL SUBCONSULTANTS' COSTS:** | $0.00 |
| **n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] | $0.00 |
| **TOTAL COST** [(c) + (j) + (k) + (n)] | $20,436.96 |

NOTES:

1 Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.

2 The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3 Anticipated salary increases calculation (page 2) must accompany.

# COST PROPOSAL

## COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hou**

| Direct Labor Subtotal per Cost Proposal | | Total Hours per Cost Proposal | | Avg Hourly Rate | 5 Year Contract Duration |
|---|---|---|---|---|---|
| $7,890.20 | | 158 | = | $49.94 | Year 1 Avg Hourly Rate |

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

| | Avg Hourly Rate | | Proposed Escalation | | | |
|---|---|---|---|---|---|---|
| Year 1 | $49.94 | + | 0% | = | $49.94 | Year 2 Avg Hourly Rate |
| Year 2 | $49.94 | + | 0% | = | $49.94 | Year 3 Avg Hourly Rate |
| Year 3 | $49.94 | + | 0% | = | $49.94 | Year 4 Avg Hourly Rate |
| Year 4 | $49.94 | + | 0% | = | $49.94 | Year 5 Avg Hourly Rate |

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
|---|---|---|---|---|---|---|
| Year 1 | 100.00% | * | 158.0 | = | 158.0 | Estimated Hours Year 1 |
| Year 2 | 0.00% | * | 158.0 | = | 0.0 | Estimated Hours Year 2 |
| Year 3 | 0.00% | * | 158.0 | = | 0.0 | Estimated Hours Year 3 |
| Year 4 | 0.00% | * | 158.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | 0.00% | * | 158.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 158.0 | |

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
|---|---|---|---|---|---|---|
| Year 1 | $49.94 | * | 158 | = | $7,890.20 | Estimated Hours Year 1 |
| Year 2 | $49.94 | * | 0 | = | $0.00 | Estimated Hours Year 2 |
| Year 3 | $49.94 | * | 0 | = | $0.00 | Estimated Hours Year 3 |
| Year 4 | $49.94 | * | 0 | = | $0.00 | Estimated Hours Year 4 |
| | Total Direct Labor Cost with Escalation | | | = | $7,890.20 | |
| | Direct Labor Subtotal before Escalation | | | = | $7,890.20 | |
| | Estimated total of Direct Labor Salary Increase | | | = | **$0.00** | Transfer to Page 1 |

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be approved.

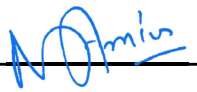
**Certification of Direct Costs:**

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:

1. Generally Accepted Accounting Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6. 48 Code of Federal Regulations Part 9904 - Cost Accouting 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.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

| | | | |
|---|---|---|---|
| Name: | Nayan Amin | Title: | President |
| Signature: |  | Date of Certification (mm/dd/yyyy): | 6/21/2024 |
| Email: | namin@tjkm.com | Phone Number: | 925.463.0611 |
| Address: | 4305 Hacienda Drive, Suite 550, Pleansanton, CA 94588 | | |

*An individual executive or financial officer of the consultant's or subconsultant's organization at a levelno 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 of services the consultant is providing under the proposed contract:**

# COST PROPOSAL

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS=**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed Prime Consultant X Subconsultant ☐ 2nd Tier Subconsultant

Consultant David J. Powers & Associates, Inc.

Project No. HSIP Cycle 11-Silverado Trail Contract No. _____ Date 6/25/2024

**DIRECT LABOR**

| Classification/Title | Name | hours | Actual Hourly Rate | Total |
|---|---|---|---|---|
| Sr. Principal | John Hesler | 2 | $105.00 | $210.00 |
| Principal PM | Will Burns | 40 | $89.61 | $3,584.40 |
| Senior Project Manager | TBD | 2 | $77.00 | $154.00 |
| Project Manager | TBD | 98 | $51.00 | $4,998.00 |
| Researcher | TBD | 68 | $34.00 | $2,312.00 |
| Graphic Artist | Ryan Osako | 4 | $35.00 | $140.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |

**LABOR COSTS**

a) Subtotal Direct Labor Costs $11,398.40

b) Anticipated Salary Increases (see page 2 for sample) $0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** $11,398.40

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 48.65%) e) Total Fringe Benefits $ 5,545.78

f) Overhead (Rate: 121.99%) g) Overhead [(c)x(f)] $ 13,905.02

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] 0

**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]** $19,450.80

**FIXED FEE** k) **TOTAL FIXED PROFIT** [(c) + (j)] x fixed fee 10% $3,084.92

**1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary**

| Description of Item | Quantity | Unit(s) | Unit Cost | Total |
|---|---|---|---|---|
| Mileage Costs | 299 | Mile | $0.670 | $200.33 |
| Equipment Rental and Supplies | | | | $0.00 |
| Permit Fees | 1 | Per | $50.00 | $50.00 |
| Plan Sheets | | | | $0.00 |
| Test | | | | $0.00 |

1) **TOTAL OTHER DIRECT COSTS** $250.33

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

| | |
|---|---|
| Subconsultant 1: | $0.00 |
| Subconsultant 2: | $0.00 |
| Subconsultant 3: | $0.00 |
| Subconsultant 4: | $0.00 |
| **m) TOTAL SUBCONSULTANTS' COSTS:** | $0.00 |
| **n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] | $250.33 |
| **TOTAL COST** [(c) + (j) + (k) + (n)] | $34,184.45 |

NOTES:

1 Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.

2 The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3 Anticipated salary increases calculation (page 2) must accompany.

# COST PROPOSAL

## COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS=

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hour**

| Direct Labor Subtotal per Cost Proposal | | Total Hours per Cost Proposal | | Avg Hourly Rate | 5 Year Contract Duration |
|---|---|---|---|---|---|
| $11,398.40 | | 214 | = | $53.26 | Year 1 Avg Hourly Rate |

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

| | Avg Hourly Rate | | Proposed Escalation | | | |
|---|---|---|---|---|---|---|
| Year 1 | $53.26 | + | 0% | = | $53.26 | Year 2 Avg Hourly Rate |
| Year 2 | $53.26 | + | 0% | = | $53.26 | Year 3 Avg Hourly Rate |
| Year 3 | $53.26 | + | 0% | = | $53.26 | Year 4 Avg Hourly Rate |
| Year 4 | $53.26 | + | 0% | = | $53.26 | Year 5 Avg Hourly Rate |

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
|---|---|---|---|---|---|---|
| Year 1 | 100.00% | * | 214.0 | = | 214.0 | Estimated Hours Year 1 |
| Year 2 | 0.00% | * | 214.0 | = | 0.0 | Estimated Hours Year 2 |
| Year 3 | 0.00% | * | 214.0 | = | 0.0 | Estimated Hours Year 3 |
| Year 4 | 0.00% | * | 214.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | 0.00% | * | 214.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 214.0 | |

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
|---|---|---|---|---|---|---|
| Year 1 | $53.26 | * | 214 | = | $11,398.40 | Estimated Hours Year 1 |
| Year 2 | $53.26 | * | 0 | = | $0.00 | Estimated Hours Year 2 |
| Year 3 | $53.26 | * | 0 | = | $0.00 | Estimated Hours Year 3 |
| Year 4 | $53.26 | * | 0 | = | $0.00 | Estimated Hours Year 4 |
| | Total Direct Labor Cost with Escalation | | | = | $11,398.40 | |
| | Direct Labor Subtotal before Escalation | | | = | $11,398.40 | |
| | Estimated total of Direct Labor Salary Increase | | | = | **$0.00** | Transfer to Page 1 |

NOTES:

1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.

2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)

3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

4 Calculations for anticipated salary escalation must be approved.

**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:

1. Generally Accepted Accounting Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6. 48 Code of Federal Regulations Part 9904 - Cost Accouting 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.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Will Burns Title: Vice President

Signature: Date of Certification (mm/dd/yyyy): 6/25/2024

Email: wburns@davidjpowers.com Phone Number: 510-902-5851

Address: 1736 Franklin Street, Suite 400, Oakland, CA 94612

*An individual executive or financial officer of the consultant's or subconsultant's organization at a levelno 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 of services the consultant is providing under the proposed contract:**
CEQA/NEPA Environmental Consulting

Name Abreviations

RB - Robert Broestl

AA - Anoop Admal

DL - Daniel Leary

AY - Amy Yang

AFH - Alexandra Farros-Hoeppner

WH - Weston Heidzig

ES - Emma Schoenthal

AN - Anthony Nguyen

BH - Brandon Hoang

SY - Samantha Youngkin

ET - Edmond Tsui

ND - Nella Desruisseaux

BW - Ben Wier

IM - Isaias Mata

DC - Darren Choy

ZQ - Zheng Qiao

VV - Viviana Valenton

NS - Nate Sistoso

DT - Daniel Takacs

AF - Alex Fong

DC - Doug Crume

DM - Dave McMurdo

MM - Michael McMurdo

TH - Thomas Hodge

**Exhibit C**

**Sample Invoice**

**[Company Name]**
[Street Address]
[City, ST ZIP Code]
Phone [phone] Fax [fax]
Taxpayer ID #

**SAMPLE INVOICE**

INVOICE #_____
DATE:_____

**TO:**

[Customer Name]
[Street Address]
[City, ST ZIP Code]

**FOR:**

[Project or service description]
Contract No.

| Date | DESCRIPTION | Employee & Title | HOURS | RATE | AMOUNT |
|---|---|---|---|---|---|
| 1/1/15 | | Smith, | | | |
| 1/1/15 | Site visit/investigation 123 Main St, | Engineer | 1.5 | $165.00 | 247.50 |
| 1/1/15 | Napa. | Smith, | 1 | $165.00 | 165.00 |
| | Conf w/Owner | Engineer | 4 | $165,00 | 660.00 |
| | AutoCad, Bldg X, 3rd Floor | Smith, | | | |
| | | Engineer | | | |
| 1/2/15 | Rev plans, phone conf w/Owner | Jones, PE | 1.75 | $195.00 | 341.25 |
| 1/2/15 | | Smith, | | | |
| 1/2/15 | AutoCad Bldg X, 3rd Floor | Engineer | 4 | $165.00 | 660.00 |
| | Conf w/Owner re 2nd Floor | Smith, | .5 | $165.00 | 82.50 |
| | | Engineer | | | |
| 1/3/15 | Mtg w/Jones re 2nd Floor; conf | Smith, | | | |
| 1/3/15 | w/Owner | Engineer | 1.5 | $165.00 | 247.50 |
| | Mtg w/Smith; conf w/Owner re 2nd | Jones, PE | 1.5 | $195.00 | 292.50 |
| | Floor | | | | |
| | | | | TOTAL | |

## Exhibit D

## CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. The Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

**1. Compliance with Prevailing Wage Requirements.** Pursuant to California Labor Code sections 1720 through 1861, the Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

**1.1.** Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. The Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

**2. Penalties for Violations.** The Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under California Labor Code sections 1720 through 1861.

**3. Payroll Records.** The Contractor and all subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. The Contractor shall require all subcontractors to also comply with section 1776. The Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis, both to the County and directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. The Contractor shall ensure its subcontractors prepare and submit payroll records to the County and the DIR as required by this section.

**3.1.** If the Contractor or a subcontractor is exempt from the DIR registration requirement pursuant to section 9.4 below, then the Contractor or such subcontractor is not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

**3.2.** The County may require the Contractor and its subcontractors to prepare and submit records specified in section 1776 to the County and the Labor Commissioner on a weekly basis, at no additional cost to the County.

**4. Apprentices.** The Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment and wages of apprentices. The Contractor is responsible for compliance with this section for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n).

**5. Working Hours.** The Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of $25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

**6. Required Provisions for Subcontracts.** The Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.

**7. Labor Code Section 1861 Certification.** In accordance with California Labor Code section 3700, the Contractor is required to secure the payment of compensation of its employees. By signing the Agreement, to which this is an exhibit, the Contractor certifies that:

> "I am aware of the provisions of Section 3700 of the California Labor Code 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 the performance of the work of this Agreement."

**8. Compliance Monitoring and Enforcement.** This project is subject to compliance monitoring and enforcement by the DIR. The County must withhold contract payments from the Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

**9. Contractor and Subcontractor Registration Requirements.** The Contractor and all subcontractors shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of California Public Contract Code section 4104, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5 It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code section 7029.1 or California Public Contract Code sections 10164 or 20103.5, provided the Contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded.

**9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to California Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to the proposal due date; (2) within 24 hours after the proposal due date, the subcontractor is registered and has paid the penalty registration fee specified in California Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to California Public Contract Code section 4107.

**9.2**. By submitting a bid or proposal to the County, the Contractor is certifying that the Contractor has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5. The Contractor shall provide proof of registration for themselves and all listed subcontractors to the County at the time of the bid or proposal due date or upon request.

**9.3.** The County may ask the Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and the Contractor shall provide the list within ten (10) working days of the County's request.

**9.4.** This section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

**10. Stop Order**. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on ALL public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.