

NAPA COUNTY AGREEMENT NO. 250395B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 6th day of May 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and TRC Engineers, Inc., a California corporation, whose business address is 1850 Gateway Blvd., Suite 1075, Concord, CA 94520 hereinafter referred to as “Consultant.”

RECITALS

- A. County wishes to obtain on-call professional engineering and related services for completing roadway maintenance and repair projects that are locally and/or State funded in Napa, California.
- B. Consultant was selected to provide professional services after a competitive process conducted pursuant to RFQ Number RDS012501.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Consultant shall provide professional services to County as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Qualifications issued by County (if any), and Consultant’s proposal or statement of qualifications.

1.2 Schedule. Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A. Time is of the essence in the performance of the scope of services.

1.3 Standard of Care. Consultant 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. Consultant 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 remedy is in addition to any other remedies that may be available to County in law or equity.

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

1.5 Other Remedies. This Article applies only to Consultant's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Consultant's other obligations under the Contract Documents or federal or state law.

1.6 Key Personnel. Key personnel identified in Consultant's proposal, or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Consultant in writing and approved by County.

1.7 Government Code Section 7550. Every document or report prepared by Consultant for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of County exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire 5 year(s) after the Effective Date unless terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. County may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement.

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Consultant. The termination of the Agreement shall be effective 30 days after receipt of the notice by Consultant. After receipt of notice of termination of all or any portion of the Agreement, Consultant shall promptly discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished provided CONTRACTOR has been paid all undisputed invoice amounts due. Consultant may keep copies for its own records. County shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing County with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.4 Termination for Cause. County may terminate this Agreement for default if Consultant fails to satisfactorily perform any material obligation required by this Agreement. Default includes Consultant's failure to timely provide services in accordance with the schedule. If Consultant fails to satisfactorily cure a default within 10 days of receiving written notice from County specifying the nature of the default, County may immediately terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. The rights and remedies of County enumerated in this paragraph are in addition to and independent of County's rights under any other provision of this Agreement and any right or remedy available to County at law or in equity.

2.4.1 Absence of Default. If after County gives notice of termination for cause, it is determined that Consultant was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.3.

2.5 Purchasing Agent's Authority. The County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. County shall pay Consultant for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Consultant at the unit prices set forth in Exhibit B.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with

the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed \$1,000,000 per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Consultant may submit one invoice per calendar month in arrears for services provided, to the Project Manager who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

3.2.2 Expenses. If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

3.3 Annual Appropriation of Funds. Consultant 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 Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

3.4 Price Adjustments. After the first contract year, County may increase the unit prices or hourly rates in Exhibit "B" upon approval of Consultant's written request and justification as set forth in this paragraph. Increases may only be made once per contract year in an amount not to exceed the increase in the prevailing wage rate or 5.0%, whichever is less, during the preceding one-year term. If the adjustment is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). Consultant's request and justification must

include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting Consultant, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. Consultant must provide such written request and justification no less than sixty days before the proposed effective date of the price adjustment. County may only approve Consultant's request in writing. Increasing the unit prices or hourly rates pursuant to this paragraph does not affect the maximum contract amount in paragraph 3.1.3. This paragraph does not apply where compensation is based on fixed prices or lump sums.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Consultant 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 insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. Consultant shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, and employees from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, to the extent caused by the negligent act 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 to the extent arising from the negligence or willful misconduct of County. 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. Notwithstanding anything to the contrary in this Agreement, County and Consultant waive any and all claims against each other for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages.

5.2 Design Professionals. To the extent Consultant is providing the services of a "design professional" as defined in California Civil Code section 2782, County acknowledges that Consultant's obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

5.3 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.4 Enforcement Costs. Consultant shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.5 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on County’s website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

6.1.1 Napa County “Waste Source Reduction and Recycled Product Content Procurement Policy,” which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County “Discrimination, Harassment and Retaliation Prevention Policy,” which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County “Drug and Alcohol Policy,” which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants, to the best of its knowledge, information, and belief, 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 the scope of services under this Agreement. Consultant further represents, to the best of its knowledge, information, and belief, that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

7.4 Prevailing Wage Requirements. The scope of services includes “public works” as defined in the California Labor Code. Consultant shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit D.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days,

unless a longer period is mutually agreed to in writing by Consultant and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Consultant shall provide County with access to Consultant's records which are reasonably necessary for County to review or audit Consultant's compliance with the provisions of this Agreement. Consultant shall provide such access within 10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Consultant's place of business where the records are kept. Consultant shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

9.2 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

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

CONSULTANT

TRC Engineers, Inc.
1850 Gateway Blvd., Suite 1075
Concord, CA 94520

9.3 Independent Contractors. Consultant and its subconsultants, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Consultant concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of County concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 The RFQ or RFP issued by County.
- 9.4.4 Consultant's proposal or statement of qualifications.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

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

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other

illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. However, this shall not include any ownership interest in Consultant's preexisting information or intellectual property. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

9.9 Insolvency. Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

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

9.11 Venue. This Agreement is made and entered into in Napa County, California. 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. 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 shall be in the Northern District of California.

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

9.13 County Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement provided that under no circumstances will any obligations of Consultant under this Agreement survive beyond any applicable statute of limitations. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

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

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. 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.

9.18 No Assignments. Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval which such approval shall not be unreasonable withheld. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

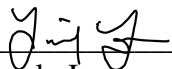
9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 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.

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

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

TRC Engineers, Inc.

By 
Lincoln Leaman, PE, Vice President

By 
Grant J. Ratkovic, Assistant Secretary

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 (e-sign)</u> Deputy County Counsel Date: <u>April 2, 2025</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
---	--	--

EXHIBIT A

SCOPE OF SERVICES

This professional services agreement will allow for various engineering services including, but not limited to, civil engineering, structural engineering, hydrologic engineering, geotechnical engineering, transportation engineering, surveying, and environmental services needed to produce designs and provide support for completing roadway maintenance and repair projects that are locally and/or State funded. Consultant shall provide cost estimates and schedule for requested work. After agreement, task orders such as the sample shown below will be issued prior to commencement of work. Work beyond what is authorized in a task order will not be reimbursed.


	Napa County Department of Public Works 1165 Third St., Room 201 Napa, CA 94558	Date: <u>September 14, 2021</u> Contract No. _____ CONTRACT TASK ORDER No. <u>13</u> SHEET <u>1</u> OF <u>1</u>
Napa County Sample Task Order		
To: <u>GHD</u>		
Change Requested by: <u>John Doe</u>		
Item	Description	Amount
1	Testing as indicated in 9/10/2020 proposal #1234 by GHD	\$ 2,200.00
TOTAL FOR CONTRACT TASK ORDER 13 NOT TO EXCEED		\$ 2,200.00
THE ABOVE PRICE AND PAYMENT SHALL INCLUDE FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS		
<div style="border: 1px solid black; width: 100%; height: 100%;"></div>		
Approved by: _____	Date: _____	
Consultant signature not required if they submitted a proposal with this task order is based on		
Consultant: _____	Accepted Date: _____	
By: _____	Title: _____	

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

County will pay Consultant in accordance with the fee schedule set forth in Consultant's proposal dated March 28, 2025, which is hereby incorporated into this Exhibit by reference and is set forth in its entirety beginning on the following page.



March 28, 2025

Rates

Napa County 2025

**ROAD INFRASTRUCTURE
PROJECTS, ENGINEERING
AND RELATED SERVICES**

RFQ NO. RDS012501



TABLE OF CONTENTS

RATES

TRC Engineers, Inc.	01
ADKO Engineering, Inc.	02
Contractor Compliance & Monitoring, Inc.	03
Miller Pacific Engineering Group	04
Cinquini & Passarino, Inc.	05
Schaaf & Wheeler	06
Rincon Consultants, Inc.	07
W-Trans	09
Inspection Services, Inc.	10



CONSTRUCTION MANAGEMENT SERVICES



SCHEDULE OF COSTS AND FEES

Provided below are TRC's hourly rates for the positions shown on the organization chart in our response to the RFQ. The rates below will remain active for a time period of no less than thirty-six (36) months.

Classification	Hourly Billing Rate Range		
	2025	2026	2027
TRC Engineers, Inc.			
Principal-in-Charge	No Charge	No Charge	No Charge
Project Manager	\$280 - \$295	\$280 - \$304	\$280 - \$313
Resident Engineer	\$224 - \$295	\$224 - \$304	\$224 - \$313
Construction / Structure Inspector – Prevailing Wage*	\$195 - \$220	\$201 - \$227	\$207 - \$234
Assistant Resident Engineer / Office Engineer	\$150 - \$191	\$151 - \$197	\$156 - \$203

Labor Notes and Assumptions

- Only straight-time rates are shown, overtime will be billed at a pro-rata adjusted rate
- 3% annual escalation, effective every January 1st beginning 01/01/2026
- Rates are based on DIR Prevailing Wage Determination NC-63-3-9-2024-1
 - o * Denotes employees/classifications that are subject to prevailing wage

Other Direct Costs

- Personal Vehicles | per mile @ IRS Rate
- Per Diem - if applicable | per Caltrans travel guidelines
- Travel & Subsistence - if applicable | per DIR (Northern California Prevailing Wage Determinations only)

This proposal expressly excludes any and all taxes, tariffs, duties, and other similar charges or fees imposed by any governmental authority (collectively, "Taxes and Tariffs"). The prices and fees in TRC's proposal do not include any such Taxes and Tariffs. The Client shall be solely responsible for the payment of all applicable Taxes and Tariffs arising from or related to the work contemplated by this proposal. If TRC or its subcontractors are required to pay Taxes and Tariffs on behalf of the Client, the Client shall promptly reimburse TRC for the full invoiced amount thereof.



STRUCTURAL DESIGN/COST ESTIMATION



HOURLY RATE SHEET

The hourly rates provided below are valid through December 31, 2025. The rates and fees for all services performed subsequent to that date shall be increased proportionately to the increases in costs incurred by ADKO Engineering, Inc. for labor and expenses, not to exceed 5% annually.

Project Management

— <i>Principal/Project Manager</i>	\$239.00
------------------------------------	----------

Engineering

— <i>Senior Engineer</i>	\$195.00
--------------------------	----------

— <i>Bridge Engineer</i>	\$185.00
--------------------------	----------

— <i>Assistant Engineer</i>	\$175.00
-----------------------------	----------

Clerical

— <i>Administrative Services</i>	\$135.00
----------------------------------	----------

Technical Support Commitment

— <i>Bridge Tech/CAD Drafter</i>	\$145.00
----------------------------------	----------

Construction Management

— <i>Senior Construction Manager</i>	\$195.00
--------------------------------------	----------

— <i>Structures Representative/Resident Engineer</i>	\$185.00
--	----------

— <i>Construction Manager/Office Engineer</i>	\$175.00
---	----------

— <i>Inspector</i>	\$150.00
--------------------	----------

Subconsultant to ADKO Mar up

— <i>Subconsultant Mark up</i>	10%
--------------------------------	-----

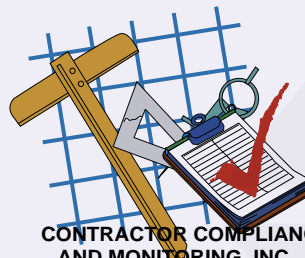
Other Costs

— <i>Auto Mileage</i>	\$0.77 per mile
-----------------------	-----------------

— <i>Per Diem</i>	Calculated at Current Federal Rate
-------------------	------------------------------------

— <i>Filing and Permit Fees</i>	At Cost plus 10%
---------------------------------	------------------

— <i>Shipping/Delivery Service</i>	At Cost plus 10%
------------------------------------	------------------



CONTRACTOR COMPLIANCE
AND MONITORING, INC.

LABOR COMPLIANCE



CONTRACTOR COMPLIANCE & MONITORING, INC.

www.ccmilcp.com

635 MARINERS ISLAND BLVD, SUITE 200, SAN MATEO CA 94404 - P 650-522-4403

RATES

2024 -June 30 2026

\$ 95 Technician
\$125 Analyst
\$145 - \$165 Sr. Analyst
\$155 - \$175 Manager

July 1, 2026 – June 30, 2028

\$105 Technician
\$135 Analyst
\$155 - \$175 Sr. Analyst
\$165 - \$185 Manager

July 1, 2028 – June 30, 2029

\$115 Technician
\$145 Analyst
\$165 - \$185 Sr. Analyst
\$175 - \$195 Manager

Deborah E.G. Wilder

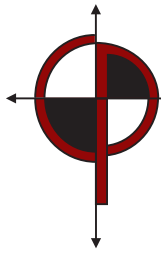


MILLER PACIFIC
ENGINEERING GROUP

GEOTECHNICAL ENGINEERING



SURVEYING



CINQUINI & PASSARINO, INC.

LAND SURVEYING

▲ BOUNDARY ▲ TOPOGRAPHIC ▲ CONSTRUCTION
▲ RAILROAD ▲ INFRASTRUCTURE ▲ HYDROGRAPHIC

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

OFFICE AND PROFESSIONAL

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

FIELD CREWS

THE FOLLOWING INCLUDES VEHICLES, EQUIPMENT, MILEAGE & MATERIAL

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

SUPPLEMENTAL ITEMS

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

Schedule 2025/2026

6% increase each year from these values.

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

HYDROLOGICAL ENGINEERING

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

4699 Old Ironsides Dr., Suite 350
Santa Clara, CA 95054-1860
408-246-4848

Hourly Charge Rate Schedule

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current hourly rates by classification are listed below:

Classification	Rate/Hour
Principal Project Manager	\$305
Senior Project Manager	\$280
Senior Engineer	\$255
Associate Engineer	\$225
Assistant Engineer	\$205
Junior Engineer	\$190
Designer	\$180
GIS Analyst	\$180
Technician	\$165
Engineering Trainee	\$140

Litigation Charges

Court or deposition time as an expert witness is charged at \$500 per hour.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

Escalation Rate

Hourly rates by classification are anticipated to increase by a rate of 3% annually.



ENVIRONMENTAL PERMITTING BIOLOGICAL MONITORING



Rincon Consultants, Inc.

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	January 1, 2025 – December 31, 2025
Senior Principal	\$330
Principal	\$318
Director	\$318
Senior Supervisor II	\$302
Supervisor I	\$282
Senior Professional II	\$264
Senior Professional I	\$246
Professional IV	\$218
Professional III	\$203
Professional II	\$180
Professional I	\$160
Associate III	\$135
Associate II	\$121
Associate I	\$113
Field Technician	\$97
Technical Editor	\$152
Project Accountant	\$129
Billing Specialist	\$111
Publishing Specialist	\$124
Clerical	\$111

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, data technology experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11" by 17"	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Effective January 1, 2025



Rincon Consultants, Inc.

Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$300
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Submeter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20-foot Boston Whaler or Similar)	\$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubbles, Buckets)	\$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.])	\$57/diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard, and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person



TRANSPORTATION ENGINEERING



Fee Schedule

2025-2029 Staff Billing Rates (per hour)

Position	2025 Billing Rates	Anticipated 2026-2029 Billing Rates
Senior Principal	\$320 – \$375	\$325 – \$455
Principal	\$240 – \$320	\$245 – \$395
Senior Engineer/Planner	\$205 – \$235	\$210 – \$290
Engineer/Planner	\$190 – \$210	\$195 – \$260
Associate Engineer/Planner	\$160 – \$180	\$165 – \$225
Assistant Engineer/Planner	\$135 – \$160	\$140 – \$195
Technician/Administrative	\$125 – \$160	\$130 – \$195
Intern	\$40 – \$80	\$40 – \$100
Field Technician	\$30 – \$75	\$30 – \$75

2024 Expense Charges

Item	Charge
Mileage	\$0.77/mile*
Services and Expenses	10% surcharge

Please note these rate ranges are uncharacteristically large and have overlaps between categories to accommodate anticipated increases in salaries and therefore rates over a **five-year** period.

Rates will be reset each January 1 and be valid for work performed during that calendar year. Should work extend beyond the end of 2029, a new rate schedule would need to be submitted as any work performed after January 1, 2030, and any subsequent year would need to be billed at the rates established for that year.

* Mileage charge will be based on the IRS Standard Mileage Rate (currently set at \$0.70/mile effective January 1, 2025) plus 10 percent.



MATERIAL SAMPLING & TESTING



Napa County
CM Services for Various Construction Projects
RFQ # PW012502

RATES TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

I. FIELD AND LABORATORY SERVICES		Rate
A. Geotechnical Services		
1. 2708	Lime Treatment Observation	\$131.00 /hr
2. 2701	Building Pad Compaction Testing (w/ Nuc Gauge; portal-to-portal)	\$131.00 /hr
3. 2701	Underground Utilities Compaction Testing (portal-to-portal)	\$131.00 /hr
4. 2701	Subgrade Compaction Testing (portal-to-portal)	\$131.00 /hr
5. 2701	Aggregate Base Compaction Testing (portal-to-portal)	\$131.00 /hr
6. 3451	Fill Acceptance Testing (Sieve & PI/EI)	\$205.00 /ea
7. 3461	Maximum Density Curves/4" (ASTM D1557)	\$310.00 /ea
8. 3462	Maximum Density Curves/6" (ASTM D1557)	\$370.00 /ea
9. 3463	Oversize Correction	\$82.00 /ea
B. Asphalt Concrete		
1. 2801	AC Compaction Testing (w/ Nuclear Gauge, portal-to-portal)	\$131.00 /hr
2. 3622	Lab Test Maximum Density (LTMD)	\$505.00 /ea
C. Reinforcing Steel		
1. 2203	Material ID/Sampling/Tagging at Source	\$127.00 /hr
2. 2201	Reinforcing Steel Placement Inspection	\$127.00 /hr
3. 3201	Reinforcing Steel Tensile/Bend Test (bar size #3 to #8)	\$145.00 /set
4. 3202	Reinforcing Steel Tensile/Bend Test (bar size #9 to #11)	\$195.00 /set
5. 3203	Reinforcing Steel Tensile/Bend Test (bar size #14 to #18)	\$1,030.00 /set
D. Structural Concrete		
1. 1201	Mix Design Review	\$225.00 /ea
2. 2305	Batch Plant Inspection	\$127.00 /hr
3. 3403	Aggregate Testing	\$225.00 /ea
4.	Cement Testing	\$150.00 /ea
5. 2301	Foundation Concrete Placement & Sampling	\$127.00 /hr
6. 2301	Slab-on-Grade Concrete Placement & Sampling	\$127.00 /hr
7. 2405	Precast Panel Concrete Placement & Sampling	\$127.00 /hr
8. 2301	Slab-on-Deck Concrete Placement & Sampling	\$127.00 /hr
9. 2301	Misc. Concrete Placement & Sampling	\$127.00 /hr
10. 2903	Epoxy/Anchor Installation	\$127.00 /hr
11. 2904	Anchor Proof-Load Testing (w/ equipment, portal-to-portal)	\$131.00 /hr
12. 3101	Concrete Compression Tests (set of 5/50cy)	\$65.00 /ea
13. 3136	Non-Shrink Grout Compression Test (set of 3)	\$82.00 /ea
14. 1302	Sample Transportation	\$95.00 ea
E. Shotcrete		
1.	Preconstruction Nozzlemen Evaluation/18"x18" panels:	



Napa County
CM Services for Various Construction Projects
RFQ # PW012502

RATES TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

2303	Technician Observation of Shooting	\$127.00 /hr
2304	Preconst Panel Coring/Evaluation (set of 3 cores)	\$1,640.00 /ea
2. 2302	Reinforcing Steel Placement Inspection	\$127.00 /hr
3. 2302	Shotcrete Placement Inspection & Sampling	\$127.00 /hr
4. 3105	Panel Compression Tests (set of 3 cores)	\$120.00 /ea
5. 1302	Sample Transportation	\$95.00 ea

F. Masonry

1. 2501	Preconstruction Prism Observation/Sampling	\$127.00 /hr
2. 3104	Preconstruction Prisms (set of 5)	\$212.00 /ea
3. 2501	CMU Reinforcing, Placement, & Grout Inspection	\$127.00 /hr
4. 3110	Concrete Masonry Units (ASTM C140) (set of 3)	\$1,410.00 /ea
5. 3104	Construction Prisms (set of 3/5000sf)	\$212.00 /ea
	or	
6. 3102	Mortar Compression Tests (set of 3/5000sf)	\$65.00 /ea
7. 3103	Grout Compression Tests (set of 3/5000sf)	\$82.00 /ea
8. 1302	Sample Transportation	\$95.00 ea

G. Structural Steel / Welding

1. 1204	Review of Welding Documents (WPS; less than 48-hour notice, 50% rush fee)	\$196.00 /hr
2. 2615	Material ID / Inspection of T.S. Seam Welds	\$129.00 /hr
3. 2602	Shop Welding Inspection	\$129.00 /hr
4. 2608	Shop Non-Destructive Testing (w/ NDT equipment)	\$131.00 /hr
	Shop inspection rate is based on work being performed in the Bay Area, in one shop and one 8-hour day shift.	
5. 2601	Field Welding Inspection	\$129.00 /hr
6. 2608	Field Non-Destructive Testing (w/ NDT equipment)	\$131.00 /hr
7. 2603	High-Strength Bolt Torquing Inspection	\$129.00 /hr
8. 3310	Mechanical Properties of HSB w/Nut/Washer	\$345.00 /set
9. 3311	Mechanical Properties of End Welded Studs	\$160.00 /ea

H. Spray-Applied Fireproofing

1. 2901	Thickness Testing of Fireproofing Material	\$127.00 /hr
2. 3701	Density/Unit Weight Tests (each member type/10k sf)	\$82.00 /ea
4. 2912	Cohesion/Adhesion Test Kit (SFRM)	\$56.00 /ea
3. 1302	Sample Transportation	\$95.00 ea

I. Glu-Lam/Truss Joists

1. 2908	Glu-Lam Fabrication Inspection	Cost+10% /hr
2. 2908	Truss Joist Fabrication Inspection	Cost+10% /hr
3. 2908	Open-Wb Truss Steel Tube Test	Cost+10% /ea
	(Services provided by non-ISI, DSA-certified inspector)	



Napa County
CM Services for Various Construction Projects
RFQ # PW012502

RATES TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

J. Shear/Nailing

1. 2905	Periodic Diaphragm Roof Nailing Inspection	\$175.00 /hr
2. 2905	Shear Wall Nailing Inspection	\$175.00 /hr

K. Engineering/Project Management/Miscellaneous

1. 1103	Staff Engineer	\$175.00 /hr
2. 1221	Project Manager	\$175.00 /hr
3. 1212	Structural Affidavit	\$545.00 /ea

ISI shall include the estimated cost to prepare the Final Affidavit on its first invoice to avoid delays. Preceding the release of Final Affidavit prepared by ISI, Client must have paid in full for all services provided by ISI pursuant to this Agreement.

4. 1307	Travel Time (roundtrip)	\$90.00 /hr
5. 1305	Mileage (roundtrip)	\$0.670 /mi

*Based upon (GSA) POV Mileage Reimbursement Rates (current rate is \$0.67 per mile)

6.	Administrative Fee	10% of Total Invoice
7.	Special Handling Fee **	3% of Total Invoice

** Applicable when client requests Certified Payroll (CPR) uploads, special system programming/reporting, non-electronic or back-up documentation in addition to what is normally provided.

II. BASIS OF CHARGES

A. Minimum Hourly Charges:

9003	Show-up/Cancellation	2 hours
9003NS	Show-up/Cancellation (Night Shift)	8 hours
	Inspector/Technician services (0 - 4 hours)	4 hours
	Inspector/Technician services (4 - 8 hours)	8 hours

B. Rate for Field Inspectors:

Basic Rate	\$ 127.00/hr
Basic Rate w/ Testing Equipment	\$ 131.00/hr
Overtime (over 8 hrs Monday-Friday; first 8 hrs on Saturdays)	1.5 x Basic Rate
Double-time (over 12 hrs Mon-Fri; over 8 hrs on Sat; Sundays & Holidays)	2 x Basic Rate
Work performed on "RUSH" schedule	1.5 x Basic Rate
Night Shift Differential (shifts starting after 2pm/before 4am)	1.125 x Basic Rate

C. Expenses:

1307	Travel Time, if required	\$ 90.00/hr
1305	Auto Mileage, if required	At Cost
1306	Per Diem (Or cost if greater than \$125.00/day)	\$ 157.00/day
1308	Miscellaneous Expenses (Parking/Tolls/Airfare)	At Cost
1314	Outside Services	Cost + 10%

D. Time and Materials Charges:



Napa County
CM Services for Various Construction Projects
RFQ # PW012502

RATES TO PROVIDE
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

Actual charges are based solely upon time spent on the job site and the required and/or requested testing and laboratory services. Invoices will be submitted on a monthly or bi-weekly basis in accordance with these rates. All invoices include a summary of work performed to date, budget balance remaining and 10% administrative fee. Prices quoted are valid through June 30, 2025.

Technical personnel are members of the Operating Engineers (AFL-CIO) Local No. 3 and the above charges are a part of our contractual commitment. Rates are subject to an annual COLA increase of 6% adjustment on July 1st of each year to cover any increase in ISI's cost due to changes in wages, benefits, working conditions and other provisions of the Union Labor Agreement and Prevailing Wage requirements. Inspection services are charged portal to portal from dispatch location and are subject to mileage and travel. For assignments that require equipment such as nuclear gauges, hydraulic systems for proof-load testing, high-strength torque wrench etc., billing time will include picking up and dropping off the equipment at ISI's laboratory as well as round trip travel.

It shall be Client's sole responsibility to notify ISI of any prevailing wage requirements before any services are performed for the Project. Should it be revealed subsequent to the execution of an agreement for services that this project is indeed a prevailing wage project and if ISI is thereafter mandated to comply with those requirements, there will be a 10% surcharge to the hourly rates quoted in our Proposal. Additionally, in the event notification is not given to ISI, Client shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon ISI for any failure to comply with the prevailing wage laws.

ISI warrants that its services will be in accordance with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the vicinity as of the date the services are performed. This warranty is exclusive and is in lieu of any other warranty or representation, expressed or implied. ISI, its officers, directors, employees, agents, affiliates and independent contractors liability pursuant to this Contract and/or for alleged negligent acts or omissions shall be limited to the sum paid by the Client to the Consultant. No action, claim or proceeding shall be maintained against ISI unless such is filed or brought within two years from the date of Substantial Completion or final payment to ISI, whichever occurs first.



Napa County
CM Services for Various Construction Projects
RFQ # PW012502

SCHEDULE OF FEES AND SERVICES

CORPORATE HEADQUARTERS

1798 University Avenue
Berkeley, CA 94703-1514
T: 510.900.2100
F: 510.900.2101

TORRANCE

1455 Crenshaw Blvd, Ste 105
Torrance, CA 90501
T: 310.755.3600
F: 310.328.8193

Personnel hourly rates and material testing rates for general and special services are contained in the following pages.

- Services will be performed on a time and materials basis at the unit rates listed. See attached Basis of Charges.
- Prices are valid through June 30, 2025.
- A 10% Administrative Fee will be added to each invoice total. Invoices requiring certified payroll uploads, or other special handling and/or backup documentation will incur an additional 3% fee added to invoice total.



PROFESSIONAL SERVICES

PROFESSIONAL SERVICES

1109	Expert Witness.....	315.00 /Hr
1101	Principal.....	230.00 /Hr
1108	Geotechnical Engineer.....	212.00 /Hr
1102	Professional Engineer.....	196.00 /Hr
1103	Staff Engineer.....	175.00 /Hr
1221	Project Manager.....	175.00 /Hr
2112	Lead Inspector (Group 1).....	131.00 /Hr
2109	Field Technician/Inspector.....	127.00 /Hr
1106	Laboratory Technician.....	127.00 /Hr
1104	Administrative Services.....	94.00 /Hr
1314	Contract Labor.....	Cost+10% /Ea

INSPECTION SERVICES

Oversight Inspections

2107	DSA - OSHPD Certified Inspector (IOR).....	quote /Hr
2108	Inspection in Hazardous Containment Area.....	225.00 /Hr

Soils/Asphalt Division

2701	Field Compaction Testing with Nuclear Gauge.....	131.00 /Hr
2703	Soils Observation.....	127.00 /Hr
2702	Material Sampling/Transportation.....	127.00 /Hr
2704	Sampling of Grout for Soil Nails or Tiebacks.....	127.00 /Hr
2705	Sampling of Soil-Cement Mixture.....	127.00 /Hr
2706	Observation of Soil Nail or Tieback Stressing.....	127.00 /Hr
2707	Pile/Pier Observation.....	127.00 /Hr
2708	Geotechnical Observation by Inspector.....	131.00 /Hr
2709	Field Compaction Testing with Sandcone.....	131.00 /Hr
2710	Field Compaction Testing with Rubber Balloon.....	131.00 /Hr
2801	AC Observation/Compaction Testing.....	131.00 /Hr
2802	QC/QA Technician (Caltrans/FAA/NICET certified).....	131.00 /Hr
2803	QC/QA Technician (Caltrans/FAA/NICET) 10hr-day.....	1,650.00 /Day
2804	AC Batch Plant Inspection/Sampling.....	127.00 /Hr

Concrete/Shotcrete Division

2301	Concrete Placement Inspection.....	127.00 /Hr
2312	Concrete Sampling.....	127.00 /Hr
2311	Sampling of Lightweight Insulating Concrete.....	127.00 /Hr
2308	Installation of Maturity Sensors.....	127.00 /Hr
2605	NS Grout Inspection/Sampling.....	129.00 /Hr
2305	Batch Plant Inspection.....	127.00 /Hr
2302	Shotcrete Placement Inspection.....	127.00 /Hr
2307	DSA Shotcrete Placement Inspection.....	175.00 /Hr
2303	Witness of Rebar and Shotcrete for Pre-Construction.....	127.00 /Hr
2304	Coring/Eval. of Precon Panel (3 cores, up to 6" long).....	1,640.00 /Ea
2310	QC/QA Technician (NICET).....	131.00 /Hr

Reinforcing/Strand Steel Division

2201	Rebar Placement Inspection.....	127.00 /Hr
2203	Rebar/Strand ID Sampling/Tagging.....	127.00 /Hr
2204	Rebar/Strand ID Sampling.....	127.00 /Hr
2205	Rebar/Strand Tagging.....	127.00 /Hr
2402	PT Strand Stressing Inspection.....	127.00 /Hr
2403	Prepare Stressing Records (Loads/Elong/Loockoff).....	127.00 /Hr
2404	Anchor Pocket Grouting after Stressing.....	127.00 /Hr

Masonry Division

2501	Masonry Block/Reinforcing/Grout Inspection.....	127.00 /Hr
2506	Brick Veneer/Exterior Façade Inspection.....	127.00 /Hr
2504	Brick Veneer Façade Testing.....	175.00 /Hr
2505	Masonry Sampling/Tagging.....	127.00 /Hr
2503	DSA Continuous Masonry Inspection.....	175.00 /Hr

Structural Steel Division

2601	Field Welding Inspection (visual).....	129.00 /Hr
2602	Shop Welding Inspection (visual).....	129.00 /Hr
2603	High Strength Bolting Inspection.....	129.00 /Hr
2608	NDT Ultrasonic Testing (UT).....	131.00 /Hr
2609	NDT Magnetic Testing (MT).....	131.00 /Hr
2610	NDT Liquid Dye Penetrant Testing (PT).....	131.00 /Hr
2611	Inspection of Misc. Structural Steel/Welding (visual).....	129.00 /Hr
2612	Inspection of Steel Deck Welding/Shear Studs (visual).....	129.00 /Hr
2613	Witness Welding Qualification Tests.....	129.00 /Hr
2614	Inspection of Welding of Non-Structural Elements.....	129.00 /Hr
2615	Material Identification to CMTR and/or Sampling.....	129.00 /Hr
2616	Inspection of Curtain Wall Attachment.....	129.00 /Hr
2617	Radiographic Examination (by others).....	Cost+10% /Hr
2618	Pile Splice Welding Inspection.....	129.00 /Hr
2620	Sampling of End-Welded Studs.....	129.00 /Hr
2621	Sampling of High Strength Bolts (HSB).....	129.00 /Hr
2622	Level III UT and MT Technician.....	196.00 /Hr
2623	Inspection of Cold-formed Metal Framing.....	129.00 /Hr

Fireproofing/Roof/Wood/Waterproofing Division:

2901	Fireproofing Density/Thickness Testing.....	127.00 /Hr
2906	Firestop System Inspection.....	175.00 /Hr
2917	Roofing/Waterproofing Inspection.....	175.00 /Hr
2905	Shearwall/Diaphragm Nailing Inspection.....	175.00 /Hr
2908	Glu-lam Shop Inspection.....	Cost+10% /Hr
2918	Inspection of Plaster/Stucco Application/Sampling.....	127.00 /Hr

Specialty Testing Division

2904	Proof Load/Torque Testing.....	131.00 /Hr
2903	Witness Dowel/Anchor Installation.....	127.00 /Hr
2909	Ferrosan Survey.....	225.00 /Hr
2920	Ground Penetrating Radar Survey (GPR).....	225.00 /Hr
2913	Floor Flatness Survey (Dipstick, F-Meter, D-Meter).....	175.00 /Hr
2916	Moisture Emission Testing Placement/Pick-Up.....	127.00 /Hr
2914	Intumescent Paint Thickness Inspection.....	131.00 /Hr
2306	Coring Technician, One Man.....	225.00 /Hr
2919	Inspection of Polymer Matrix Composite (Fibwrap).....	131.00 /Hr
2921	Inspection of Crack Repair Measures.....	127.00 /Hr
2922	Ground-Resistance Testing.....	225.00 /Hr
2902	In-place Brick Mortar Shear Testing.....	175.00 /Hr
2915	Rebound Hammer Testing (ASTM C805).....	225.00 /Hr
2202	Verification of Rebar Placement with Pachometer.....	225.00 /Hr
9005	Epoxy Injection Inspection.....	127.00 /Hr
2927	QC/QA Manager.....	175.00 /Hr



LABORATORY SERVICES

Aggregate and Soils Mechanics			Asphaltic Concrete (cont.)		
3401	Sieve Fine/Coarse Aggregates ASTM C136/CT 202.....	130.00 /Ea	3608	Recommending Optimum Bitumen Content CT 367.....	2,950.00 /Ea
3402	Materials Finer than # 200 Sieve by Washing ASTM C117.....	120.00 /Ea	3609	Optimum Bitumen Content of Open Grade CT 368.....	850.00 /Ea
3403	Gradation ASTM C117 and C136.....	225.00 /Ea	3610	QC Plan for Caltrans QC/QA projects.....	1,800.00 /Ea
3404	Sp. Gravity/Absorption of Coarse Agg ASTM C128/CT 206.....	105.00 /Ea	3611	Tensile Strength Ratio ASTM D4867.....	1,545.00 /Ea
3405	Specific Gravity/Absorption of Fine Agg ASTM C128/CT 207.....	145.00 /Ea	3612	Marshall Compacted Sample (set of 3) ASTM D1559.....	310.00 /Set
3407	Bulk Density (Unit Weight) and Voids of Agg ASTM C29.....	130.00 /Ea	3613	Marshall Stability and Flow, Air Voids ASTM D1559, D3203.....	130.00 /Ea
3413	Clay Lumps and Friable Particles in Agg ASTM C142.....	82.00 /Ea	3614	Bulk Specific Gravity of Core Sample ASTM D2726.....	88.00 /Ea
3414	Cleanness Value of Coarse Agg CT 227.....	205.00 /Ea	3615	Theoretical Max Specific Gravity (Rice) ASTM D2041.....	155.00 /Ea
3416	Aggregate Durability Index ASTM D3744/CT 229.....	390.00 /Ea	3616	Sieve Analysis of Extracted Aggregate ASTM D5444.....	210.00 /Ea
3417	Percent Crushed Particles ASTM D5821/CT 205.....	260.00 /Ea	3617	Marshall Mix Design.....	2,950.00 /Ea
3418	Fine Aggregate Angularity ASTM C1252/CT 234.....	145.00 /Ea	3618	Bulk Specific Gravity of Compacted Samples ASTM D1188.....	130.00 /Ea
3450	Materials Finer than No. 200 Sieve ASTM D1140.....	115.00 /Ea	3619	Swell of Bituminous Mixtures CT 305.....	160.00 /Ea
3451	Liquid Limit, Plastic Limit and PI ASTM D4318/CT 204.....	205.00 /Ea	3620	Moisture Vapor Susceptibility of Mixture CT 307.....	285.00 /Ea
3452	Particle Size Analysis of Soils ASTM D422.....	210.00 /Ea	3621	Centrifuge Kerosene Equivalent and ABR CT 303.....	240.00 /Ea
3453	Hydrometer Analysis, incl Sp. Gravity ASTM D422.....	475.00 /Ea	3622	Lab Test Maximum Density CT 375.....	505.00 /Set
3454	Soil Classification ASTM D422, D1140, D4318.....	505.00 /Ea			
3455	Specific Gravity of Soils ASTM D854/CT 209.....	210.00 /Ea	Concrete/Shotcrete Products		
3456	Moisture Content of Soil/Agg ASTM D2216/C566/CT 266.....	45.00 /Ea	3101	Compression Test 4"x8" Cylinder ASTM C39.....	65.00 /Ea
3457	Moisture Content & Density of Soil from Borings.....	60.00 /Ea	3105	Compression Test: Shotcrete/Concrete Core ASTM C42.....	120.00 /Ea
3458	Sand Equivalent for Soils/Fines ASTM D2419/CT 217.....	175.00 /Ea	3106	Unit Weight of Freshly-Mixed Concrete ASTM C138.....	62.00 /Ea
3459	Lab Compaction (Standard) A/B (4"Mold) ASTM D698.....	310.00 /Ea	3107	Density, Absorption, Voids in Hard Concrete ASTM C642.....	98.00 /Ea
3460	Lab Compaction (Standard) C (6"Mold) ASTM D698.....	370.00 /Ea	3108	Concrete Trial Batch (IBC or CCR Title 24, per W/c Ratio).....	2,250.00 /Ea
3461	Lab Compaction (Modified) A/B (4" Mold) ASTM D1557.....	310.00 /Ea	3120	Modulus of Elasticity of Concrete ASTM C469.....	285.00 /Ea
3462	Lab Compaction (Modified) C (6" Mold) ASTM D1557.....	370.00 /Ea	3121	Compression Test of Samples not Taken by ISI.....	82.00 /Ea
3463	Oversize Correction for Lab Compaction ASTM D4718.....	82.00 /Ea	3124	Drying Shrinkage of Concrete Beams ASTM C157 set of 3.....	560.00 /Set
3464	Unconfined Comp. Strength inc. MD ASTM D2166/CT 221.....	170.00 /Ea	3125	Concrete Splitting Tensile Strength ASTM C496.....	98.00 /Ea
3465	Density/Unit Weight by Sand Cone Method ASTM D1556.....	52.00 /Ea	3126	Unit Weight of Controlled Density Material.....	78.00 /Ea
3466	R-Value of Compacted Soils w/no Addt ASTM D2844/CT 301.....	555.00 /Ea	3128	Flexural Strength of Concrete ASTM C78/CT 523.....	145.00 /Ea
3467	California Impact Test Max Wet Density CT 216.....	425.00 /Ea	3131	Compressive Strength: Insulating Concrete ASTM C495.....	78.00 /Ea
3468	Maximum Index Density on Vibratory Table ASTM D4253.....	415.00 /Ea	3132	Density of Lightweight Concrete ASTM C567.....	120.00 /Ea
3469	Organic Impurities in Fine Aggregate ASTM C140.....	72.00 /Ea	3133	Creep of Concrete (per month) ASTM C512.....	310.00 /Ea
3470	California Bearing Ration (CBR), 3 points ASTM D1883.....	900.00 /Ea	3134	Flexural Toughness (FRC) Beams ASTM C1018.....	310.00 /Ea
3471	LA Abrasion Resistance ASTM C131.....	290.00 /Ea	3135	Flexural Toughness (FRC) Round Panels ASTM C1550.....	396.00 /Ea
3472	Aggregate Soundness Sodium Sulfate ASTM C88/CT214.....	155.00 /Ea	3129	Calibration of Concrete w/ Maturity System (17 cylinders).....	1,550.00 /Set
3473	Expansion Index.....	165.00 /Ea	3130	Petrographic Analysis (by others).....	Cost+10% /Hr
3474	R-Value of Compacted Soils w/Field Addt ASTM D2844/CT 301.....	600.00 /Ea	3140	Compression Test 6"x12" Cylinder ASTM C39.....	88.00 /Ea
3475	R-Value of Compacted Soils w/Lab Addt ASTM D2844/CT301.....	690.00 /Ea	2911	Concret Moisture Vapor Emission Kit ASTM F1869.....	56.00 /Ea
3476	California Bearing Ratio (CBR) no curve ASTM D1883.....	555.00 /Ea	2923	Concrete In-Situ Relative Humidity ASTM F2170 Add to hrly.....	56.00 /Ea
3477	Flat & Elongated Particles ASTM D4791.....	240.00 /Ea	2924	pH Value Determination Add to hrly rate.....	17.00 /Ea
3478	CTB Compressive Strength (Field Mixed ASTM D1633/D559)	155.00 /Ea	2309	Concrete Maturity Sensors.....	85.00 /Ea
Asphaltic Concrete Products			Fireproofing/Roof/Wood/Waterproofing Products		
3601	Moisture Content of Asphalt Mixture CT 370.....	82.00 /Ea	3701	Density of Spray Applied Fireproofing UBC 7-6.....	82.00 /Ea
3602	Bulk Specific Gravity of Bituminous Mixture CT 308.....	95.00 /Ea	2912	Cohesion/Adhesion Test Kit (SFRM).....	56.00 /Ea
3603	Theoretical Maximum Sp. Gravity and Density CT 109.....	150.00 /Ea	3702	Compression Test: Plaster Cylinder/Cube ASTM C472.....	82.00 /Ea
3604	Asphalt Content by Vacuum Extraction ASTM D2172/CT 362.....	135.00 /Ea	3703	Density of Plaster Cylinder or Cube ASTM C472.....	82.00 /Ea
3605	Asphalt Content by Ignition Method ASTM D6307/CT 382.....	230.00 /Ea	3704	Bond Strength of Tile ASTM C482.....	440.00 /Set
3606	Asphalt Content by Nuclear Method ASTM D4125/CT 379.....	115.00 /Ea	3705	Tensile Test of Polymer Material (Fibwrap) ASTM D3039.....	775.00 /Set
3607	Stabilometer Value ASTM D1560/CT 366.....	180.00 /Ea	3708	Tensile Test of FRP (delivered by others for testing) ASTM D3039.....	660.00 /Set
			3709	Calibration of Torque Wrench (20-200 ft-lbf)	80.00 /Ea

**Masonry Products**

3109	Drying Shrinkage of CMU Units ASTM C426.....	258.00 /Ea
3110	CMU Shrinkage, Absorption, Moisture, Unit Wt. ASTM C140.....	1,410.00 /Set
3123	CMU Core Shear Test CCR Title 24, per side.....	120.00 /Ea
3136	Compression Test 2"x2" Cube ASTM C109.....	82.00 /Ea
3102	Compression Test 2"x4" Mortar or Grout ASTM C39.....	65.00 /Ea
3103	Compression Test 4"x4" Grout Prism ASTM C39.....	82.00 /Ea
3104	Compression Test Masonry Prism ASTM C1314.....	212.00 /Ea
3137	Compression Test Masonry Block ASTM C140.....	135.00 /Ea

Reinforcing Steel Products

3201	Tensile and Bend #3 to #8 ASTM A370.....	145.00 /Ea
3202	Tensile and Bend #9 to #11 ASTM A370.....	195.00 /Ea
3203	Tensile and Bend #14 and #18 ASTM A370.....	1,030.00 /Ea
3204	Slip Test of Mechanical Splice CT 670.....	125.00 /Ea
3205	PT Strand Breaking Strength.....	360.00 /Ea
3206	PT Strand Yield/Breaking Strength/Elongation.....	410.00 /Ea
3207	Tensile Test of Coupled Rebar.....	195.00 /Ea
3208	Tensile Test of Welded Rebar.....	195.00 /Ea

Structural Steel/Welding Products

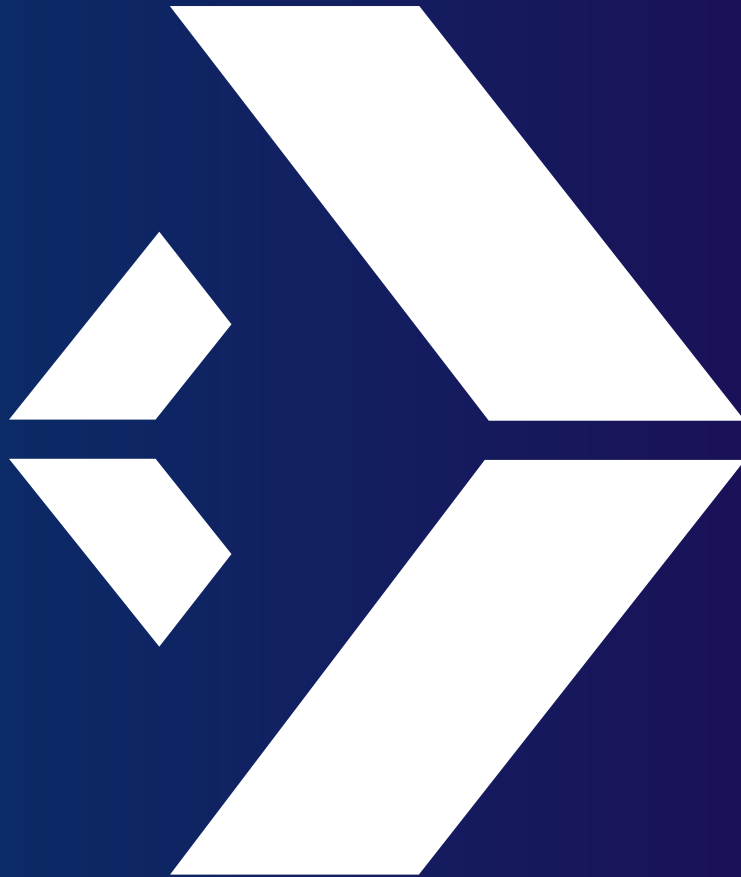
3301	Rockwell Hardness ASTM A370, E18.....	78.00 /Ea
3302	Charpy Impact 45 deg. V (to 100F) ASTM A370, E23.....	410.00 /Ea
3303	Macroetch Examination Welded Test Joints AWS D1.1, 1.4.....	225.00 /Ea
3304	Reduced Section Tensile ASTM A370.....	140.00 /Ea
3305	Guided Bends; side, root, or face AWS D1.1.....	42.00 /Ea
3306	All Weld Metal Tensile AWS D1.1.....	140.00 /Ea
3307	Tensile Test of Miscellaneous Steel ASTM A370.....	140.00 /Ea
3308	Tensile and Bend Test of Miscellaneous Steel ASTM A370.....	170.00 /Ea
3310	Mechanical Properties of HSB w/ nuts/Washers.....	345.00 /Set
3311	Mechanical Properties of End-Welded Studs ASTM A370.....	160.00 /Ea
3312	Mechanical Properties of Nut Only.....	180.00 /Ea
3313	Mechanical Properties of Bolt Only.....	130.00 /Ea
3314	Mechanical Properties of Washer Only.....	130.00 /Ea
2604	Calibration of Torque Wrench for HSB.....	276.00 /Set
2619	Welder Qualification Test Record (Excluding Lab Tests).....	129.00 /Hr

Engineering Review/Miscellaneous Items

1201	Concrete Mix Design Review UBC or CCR Title 24.....	225.00 /Ea
1202	Shotcrete Mix Design Review UBC or CCR Title 24.....	225.00 /Ea
1203	Grout Mix Design Review UBC or CCR Title 24.....	225.00 /Ea
1204	Review of Welding Documents (WPS).....	196.00 /Hr
1205	Review of Documents	196.00 /Hr
1206	Jobsite Meetings/Supervision.....	175.00 /Hr
1210	Final Inspection Affidavit UBC 1701, up to 3 visits.....	305.00 /Ea
1211	Final Inspection Affidavit UBC 1701, up to 10 visits.....	425.00 /Ea
1212	Final Inspection Affidavit UBC 1701, up to 25 visits.....	545.00 /Ea
1213	Final Inspection Affidavit UBC 1701, up to 100 visits.....	910.00 /Ea
1214	Final Inspection Affidavit UBC 1701, more than 100 visits.....	1,210.00 /Ea
1215	Laboratory Final Verified Report DSA or OSHPD.....	340.00 /Ea
1216	Geotechnical Final Verified Report DSA or OSHPD.....	655.00 /Ea
1217	QC/QA Engineering Consulting Services.....	196.00 /Hr
1218	Pavement Design/ Consulting.....	212.00 /Hr
1219	Soil Compaction Test Review (by Geotechnical Engineer).....	212.00 /Hr
1220	Asphalt Mix Design Review.....	225.00 /Ea
2001	Destructive Exposure of Rebar.....	225.00 /Hr
2002	Destructive Sampling of Rebar.....	225.00 /Hr
2003	Destructive Sampling of Concrete.....	225.00 /Hr
2004	Patching of Exposed Sample Areas w/ HS Grout.....	175.00 /Hr

Travel, Mileage, Transportation Expenses

1301	Courier/Transportation.....	90.00 /Hr
1305	Mileage.....	0.670 /Mile
1306	Per Diem (or at cost if higher).....	157.00 /Day
1307	Travel Time	90.00 /Hr
1308	Parking.....	cost /Ea
1309	Bridge Tolls.....	cost /Ea
1310	Car Rental.....	cost /Ea
1311	Airfare.....	cost /Ea
1312	Equipment Rental.....	Cost+10% /Ea
1313	Mobilization.....	127.00 /Hr
1314	Outside Services (Subconsultants/Subcontractors).....	Cost+10% /Ea



1850 Gateway Blvd., Suite 1075
Concord, CA 94520
(510) 431-8383

TRCCOMPANIES.com

EXHIBIT C INSURANCE REQUIREMENTS

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

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

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

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

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

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

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

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

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

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are

unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Consultant by this Agreement.

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 “public works” subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. 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.

D.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>. 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.

D.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.

D.2 Penalties for Violations. 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 is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor 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. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to County at County's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are 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).

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

D.4 Apprentices. 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 on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar 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. Violations are subject to penalties of \$25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. 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, 1813, and 1815.

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

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

D.9 Registration Requirements. Contractor and any subcontractors shall not 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.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it 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.

D.9.2 County may ask 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 Contractor shall provide the list within ten (10) working days of County’s request.

D.9.3 The registration requirement does not apply 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 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).

D.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.