

NAPA COUNTY AGREEMENT NO. 250396B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 20th day of May 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and Nichols Consulting Engineers, CHTD, a Nevada corporation, whose business address is 300 E. 2nd Street, Suite 1210, Reno, NV 89501 hereinafter referred to as “Consultant.”

RECITALS

- A. County wishes to obtain professional engineering and related services for the Pueblo Pocket Sewer and Roadway Rehabilitation project 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 consistent with and limited to the standards ordinarily exercised by professionals practicing in the same field of service, under similar conditions, and at the same time and locality where the Services are performed. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by County within ninety (90) days 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. Consultant shall be entitled to an extension of time to complete performance equal to the length of the suspension unless otherwise agreed to in writing by the parties.

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 immediately 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 according to the compensation and fee schedule 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 a total of FOUR HUNDRED EIGHTY SIX THOUSAND DOLLARS AND ZERO CENTS (\$486,000.00); 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 pure economic liability, claims, actions, proceedings, losses, injuries, damages or expenses, 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 grossly negligent acts or omissions or willful misconduct of Consultant or its officers, employees, and consultants 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. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant shall not be liable for any claims of loss of profits or any other indirect, special, incidental, or consequential damages of any nature whatsoever.

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 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 warrants 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

Nichols Consulting Engineers, CHTD
300 E. 2nd Street, Suite 1210
Reno, NV 89501

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. 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. 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. 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

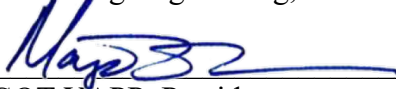
entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

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).

Nichols Consulting Engineering, CHTD

By 
MARGOT YAPP, President

By 
GREGORY FASIANO, Vice President

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>May 5, 2025</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT A SCOPE OF SERVICES

I. Description of Goods and/or Services

Consultant shall provide 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 in accordance with Consultant's proposal dated April 30, 2025, which is hereby incorporated into this Exhibit by reference.

II. Schedule

Consultant shall perform the Scope of Services and provide for a completed design by December 1, 2025. A more detailed project schedule is forthcoming from the Consultant.



Collaboration. Commitment. Confidence.SM

Project No. CD753.55 2502

April 30, 2025

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

RE: NCE Proposal for the Pueblo Pocket Pavement Rehabilitation Project

Dear Sydney,

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

Project Understanding

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

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

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

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

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

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

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

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

Key Assumptions

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

County's Responsibilities

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

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

Pavement Testing and Design

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

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

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

Surveying and Base Maps

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

Utility Coordination and Location

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

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

Traffic Striping

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

Traffic Control Plans

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

ADA Compliance

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

Drainage

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

Curb and Gutter and Sidewalk

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

Additional Assumptions

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

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

SCOPE OF SERVICES

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

Task 1 – Project Management & Coordination

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

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

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

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

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

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

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

Deliverables

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

1B) Utility Coordination

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

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

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

Deliverables

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

Task 2 – Pavement Rehabilitation Design

2A) Pavement Survey

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

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

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

2B) Pavement Coring

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

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

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

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

2C) Pavement Design Recommendations

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

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

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

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

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

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

Deliverables

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

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

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

3A) Design Data Gathering and Site Visit

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

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

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

Deliverables

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

3B) Mapping and CCTV

Mapping

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

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

CCTV (Optional)

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

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

Deliverables

- 1) CCTV Storm Drain Pipe Condition Report

3C) 35% P&E:

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

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

The following plan sheets are anticipated at this time:

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

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

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

Deliverables

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

3D) 65% PS&E

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

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

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

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

Deliverables

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

3E) 95% PS&E

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

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

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

Deliverables

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

3F) Final PS&E

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

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

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

Deliverables

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

SCHEDULE

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

FEE ESTIMATE

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

Sincerely,



Andre Jadkowski, PE
Principal Engineer

NCE

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

Attachments:

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

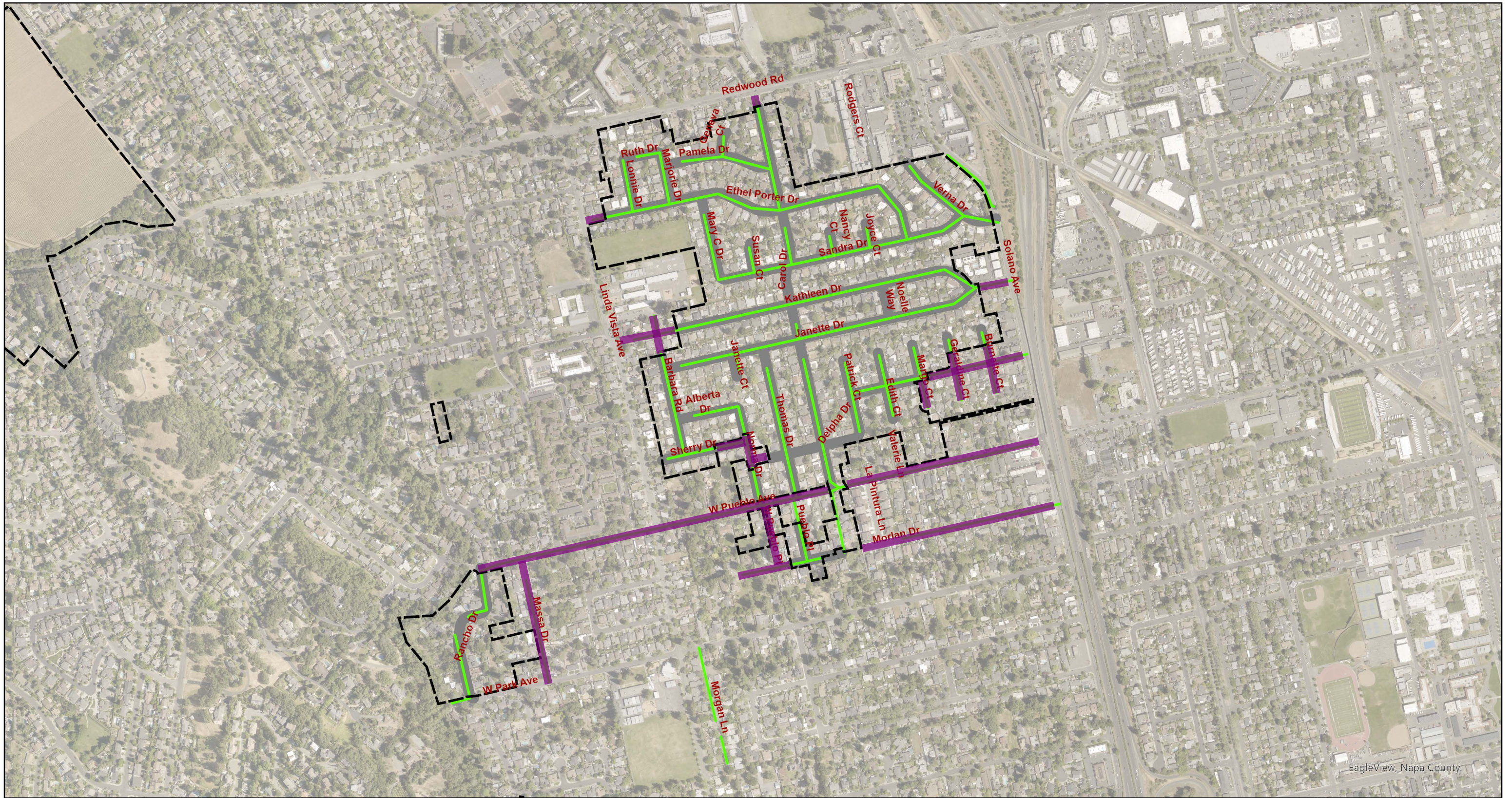
B - Fee Estimate Spreadsheet





NCE 2025 Schedule of Charges

NorCal Pipeline Services Proposal dated 4-24-2025

Attachment A

Project Street List Spreadsheet and Project Map



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

PUEBLO POCKET SEWER AND ROADWAY REHABILITATION PROJECT



EXHIBIT B
COMPENSATION AND FEE SCHEDULE

County will pay Consultant in accordance with the fee schedule set forth in Consultant's proposal dated April 30, 2025, which is hereby incorporated into this Exhibit by reference.

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

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



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

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

TECHNICAL SERVICES

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

CONTRACT LABOR

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

LITIGATION SUPPORT

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

EQUIPMENT

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

OUTSIDE SERVICES

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

**COMMUNICATION/
REPRODUCTION**

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

TERMS

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

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

Proposal



Phone: (916) 442-5400
 Fax: (916) 520-6966

Proposal: NC25 146
Date: 4/24/2025

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

Salesperson		
Josh Bowers		

Scope of Work

The pricing includes the following:

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

Exclusions

The pricing does NOT include the following:

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

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

Acceptance	
Accepted by:	_____
Title:	_____
Date:	_____

EXHIBIT C INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

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.