

ATTACHMENT 3

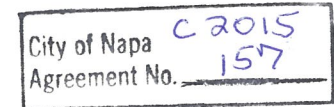
AGREEMENT 04-2549

Project No. 0414000426

EA 2J100

04-NAP-29-11.3/11.6

COOPERATIVE AGREEMENT



This AGREEMENT, effective on June 23, 2015, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Napa, a body politic and chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. Definitions included after General Conditions of this AGREEMENT apply throughout the AGREEMENT and FUNDING SUMMARY.
2. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) and city streets per the California Streets and Highways Code sections 114, 130, 131 and 100.25.
3. CALTRANS and CITY are partnering to combine, develop and construct two separate roundabout projects together into one single project and construction contract. Both the CALTRANS project and the CITY project are within immediate proximity of each other and are interdependent. CITY project is deemed to be necessary in accommodating local traffic and freeway traffic in making proper connections between CITY streets and State Route 29 and are scheduled for construction about the same time as the CALTRANS project. The cost of each component of the combined project has been estimated separately for each agency. Each agency will fund the cost of their respective project. This partnership will save time, reduce cost, eliminate wasted work and allow the construction for both projects to be managed and completed simultaneously, thus eliminating disruption to traffic a second time, all of which is a public benefit.
4. CITY has commenced PA&ED and PS&E for the development of the CITY's roundabout project prior to this AGREEMENT and work completed to date will be included in the combined single project.
5. For the purpose of this AGREEMENT, the roundabouts at the intersections of First Street/California Boulevard and Second Street/California Boulevard (CITY Project) and at the State Route (SR) 29 northbound on and off-ramps and First Street intersection (CALTRANS Project) will be referred to hereinafter collectively as the PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents for the PROJECT per the Project Development Procedures Manual.

6. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
 - Project Approval and Environmental Document (PA&ED)
 - Plans, Specifications, and Estimate (PS&E)
 - Right of Way Support (R/W SUPPORT)
 - Right of Way Capital (R/W CAPITAL)
 - CONSTRUCTION SUPPORT
 - CONSTRUCTION CAPITAL
7. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
8. The following work associated with this PROJECT has been completed or is in progress:
 - The CALTRANS Project Initiation Document was approved on February 11, 2015.
9. In this AGREEMENT capitalized words represent either terms or acronyms that are defined in the Definitions Section of this AGREEMENT.
10. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

Sponsorship

11. CALTRANS and CITY will co-SPONSOR the PROJECT COMPONENTS included in this AGREEMENT as set forth in the FUNDING SUMMARY attached hereto as Exhibit "A" to this AGREEMENT and incorporated herein by reference.

Funding

12. FUNDING PARTNERS, funding sources, funding limits, spending limits, and billing/payment details are documented in the FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this AGREEMENT.

PARTNERS will execute a new FUNDING SUMMARY each time the funding, billing and payment details of the PROJECT change. The FUNDING SUMMARY will be executed by a legally authorized representative of the respective PARTNERS. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this AGREEMENT.

13. PARTNERS will not incur costs beyond the funding commitments in this AGREEMENT. In the event the estimated dollar and funding amounts identified in Exhibit "A," FUNDING SUMMARY, are exceeded, the PARTNERS shall meet and confer to negotiate and arrive at a mutually agreeable amendment to the FUNDING SUMMARY. Unless otherwise agreed to by the PARTNERS in the course of such negotiations and discussions, any additional OBLIGATION COSTS incurred and agreed to by the PARTNERS shall generally be apportioned so as to split cost overages equitably based on a formula of 53% for CALTRANS and 47% for CITY if required for PROJECT requirements within both the CITY's right of way and CALTRANS' right of way. For change orders that are entirely within the right of way of either the CITY or CALTRANS, the cost shall be paid by CALTRANS for additional work within the CALTRANS right of way or by the CITY for additional work within the CITY right of way. Any change orders to the Construction Contract in excess of \$10,000 shall require review and mutual concurrence of the PARTNERS.
14. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.
15. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. All costs incurred for WORK except those that are specifically excluded in this AGREEMENT are OBLIGATIONS COSTS. OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the PARTNER incurring the costs from funds that are outside the scope of this AGREEMENT.

Implementing Agency

17. CITY is IMPLEMENTING AGENCY for PA&ED.
18. CITY is IMPLEMENTING AGENCY for PS&E.
19. CITY is IMPLEMENTING AGENCY for RIGHT OF WAY.
20. CALTRANS is IMPLEMENTING AGENCY for CONSTRUCTION.
21. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
22. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

Independent Quality Assurance (IQA)

23. CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right of way. Reviews must be completed in timely manner to not delay project.

The cost of CALTRANS' IQA is not an OBLIGATIONS COST.

Environmental Document Quality Control (EDQC) Program

24. Per NEPA assignment and CEQA statutes, CALTRANS will perform Environmental Document Quality Control and NEPA Assignment Review Procedures for environmental documentation.

The cost of CALTRANS' EDQC is not an OBLIGATIONS COST.

CEQA/NEPA Lead Agency

25. CITY is the CEQA lead agency for the PROJECT.
26. CALTRANS is the CEQA responsible agency for the PROJECT.
27. CALTRANS is the NEPA lead agency for the PROJECT.

Environmental Permits, Approvals and Agreements

28. PARTNERS will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this AGREEMENT.
29. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

Project Approval and Environmental Document (PA&ED)

30. As IMPLEMENTING AGENCY for PA&ED, CITY is responsible for all PA&ED WORK except those PA&ED activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.

31. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	OBLIGATION COST
165.15.15.xx Section 7 Consultation	No
165.25.25 Approval to Circulate Resolution	No
180.15.05 Record of Decision (NEPA)	No

32. Any PARTNER preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

California Environmental Quality Act (CEQA)

33. CITY will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
34. Any PARTNER involved in the preparation of CEQA environmental documentation will prepare the documentation to meet CEQA requirements and follow CITY's standards that apply to the CEQA process.
35. CALTRANS is the CEQA responsible agency for the PROJECT and will review, comment, and concur on all CEQA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.
36. Any PARTNER preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
37. If CITY makes any changes to the CEQA documentation, CITY will allow CALTRANS to review, comment, and concur on those changes prior to the CITY's approval at appropriate stages of development prior to public availability.
38. If the CEQA lead agency, CITY, makes any changes to CEQA-related public notices, then CITY will allow CALTRANS to review, comment, and concur on those changes prior to publication and circulation.
39. CITY will attend all CEQA-related public meetings.

40. If a PARTNER who is not the CEQA lead agency holds a public meeting about the PROJECT, that PARTNER must clearly state its role in the PROJECT and the identity of the CEQA lead agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA lead agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the CEQA lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA lead agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

41. Pursuant to Chapter 3 of Title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA lead agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA lead agency for PROJECT, will review, comment, and approve all NEPA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA lead agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA lead agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

42. Any PARTNER involved in the preparation of NEPA environmental documentation will follow FHWA and CALTRANS STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at www.fhwa.dot.gov/hep/index.htm) and the CALTRANS Standard Environmental Reference.
43. Any PARTNER preparing any portion of the NEPA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.

44. If CALTRANS makes any changes to the NEPA documentation, CALTRANS will allow CITY to review, comment, and concur on those changes prior to CALTRANS' approval at appropriate stages of development prior to public availability.
45. CITY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. CITY will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

46. CALTRANS will attend all NEPA-related public meetings.
47. CITY will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.
48. If a PARTNER who is not the NEPA lead agency holds a public meeting about the PROJECT, that PARTNER must clearly state its role in the PROJECT and the identity of the NEPA lead agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA lead agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the NEPA lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA lead agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

Plans, Specifications, and Estimate (PS&E)

49. As IMPLEMENTING AGENCY for PS&E, CITY is responsible for all PS&E WORK except those PS&E activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
50. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	OBLIGATION COST
255.20 Final District PS&E Package	Yes
260 Contract Bid Documents Ready to List	Yes
265 Awarded and Approved Construction Contract	Yes

51. If CALTRANS requests CITY to revise the PS&E package to meet current State Standards, CITY will do so at no cost to CALTRANS. CALTRANS will review the PS&E submittals in a timely fashion as defined by PROJECT MANAGEMENT PLAN in completion of the PS&E.
52. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

CITY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

Right of Way (R/W)

53. As IMPLEMENTING AGENCY for R/W, CITY is responsible for all R/W SUPPORT WORK except those R/W SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
54. CITY and CALTRANS will each be responsible for actual costs of R/W CAPITAL as shown in FUNDING SUMMARY.
55. The selection of R/W personnel and WORK within the completed PROJECT's SHS right-of-way will be performed in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.
56. CITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.
57. CITY will provide CALTRANS a copy of conflict maps, Relocation Plans, proposed Notices to Owner, Reports of Investigation, and Utility Agreements (if applicable) for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be fully addressed prior to Right of Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.

58. CITY will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right of way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.
59. CITY will provide a land surveyor licensed in the State of California to be responsible for surveying and right of way engineering. All survey and right of way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
60. CITY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all right of way activities. A qualified right of way agent will administer all right of way consultant contracts.

CITY will submit a draft Right of Way Certification document to CALTRANS six weeks prior to the scheduled Right of Way Certification milestone date for review.

CITY will submit a final Right of Way Certification document to CALTRANS for approval prior to the PROJECT advertisement.

61. Physical and legal possession of right of way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.
62. CALTRANS' acceptance of right of way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free of all encumbrances and liens. Upon acceptance, CITY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
63. The California Transportation Commission will hear and may adopt Resolutions of Necessity. However, the authorization to hear and adopt Resolutions of Necessity may be assigned to CITY if such assignment is approved in writing by CALTRANS.

Construction

64. As IMPLEMENTING AGENCY for CONSTRUCTION, CALTRANS is responsible for all CONSTRUCTION SUPPORT WORK except those CONSTRUCTION SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
65. CITY will be responsible for completing the following CONSTRUCTION activity and will not be reimbursed by CALTRANS for this activity:

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CALTRANS Work Breakdown Structure Identifier (If Applicable)	OBLIGATION COST
WBS 285 Change Order Administration	No

66. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract.
67. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTNERS must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY shall not award the construction contract. In the event that PARTNERS cannot agree upon a course of action within 15 days, the PARTNERS may meet to revise the scope of the Project as advertised in the Notice for Bids and re-advertise for bids in accordance with the requirements of the California Public Contracts Code.
68. CALTRANS will provide a landscape architect who will be responsible for all landscaping activities within the SHS during CONSTRUCTION.
69. CALTRANS will implement changes to the construction contract through Change Orders. PARTNERS will review and concur on all Change Orders over \$10,000.
70. CALTRANS will require the construction contractor to furnish payment and performance bonds naming CALTRANS as obligee and to carry liability insurance in accordance with CALTRANS Standard Specifications.
71. PARTNERS will develop and execute a new or amended maintenance agreement prior to OBLIGATION COMPLETION. The maintenance of the SHS within the PROJECT limits is an OBLIGATIONS COST until a maintenance agreement is executed.
72. Upon Construction Contract Acceptance (CCA), the cost of maintenance of the portions of PROJECT located outside of the SHS will be a CITY cost.
73. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.

Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance outside of the SHS right of way as part of WORK become the property of CITY.

Schedule

74. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

Additional Provisions

75. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; CITY STANDARDS, FHWA STANDARDS; and CALTRANS STANDARDS.
76. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS. CITY likewise retains the right to reject noncompliant WORK on property not within the SHS that is within CITY's jurisdiction,
77. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
78. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.
79. CALTRANS will issue, upon approval of a proper application, the encroachment permits required for WORK within SHS right of way. Contractors and/or agents, and utility owners will not perform activities within the SHS right of way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTNERS, utility owners, their contractors, consultants and agents, at no cost.
80. CITY will issue any encroachment permits that are necessary for WORK within its jurisdiction and outside the SHS right-of-way. CITY will provide encroachment permits to CALTRANS, its contractors, consultants and agents, at no cost.
81. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.
82. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.

83. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

84. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
85. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
86. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule. The cost for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way is not an OBLIGATIONS COST and CALTRANS will pay, or cause to be paid, all costs for HM-1 ACTIVITIES.
87. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing SHS right of way. CITY will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

The cost of HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside of the existing SHS right of way is not an OBLIGATIONS COST and CITY will pay, or cause to be paid, all costs for such ACTIVITIES.

88. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
89. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
90. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written monthly progress reports during the implementation of OBLIGATIONS in that component.

91. Any PARTNER that is responsible for completing OBLIGATIONS will accept, reject, compromise, settle, or litigate claims arising from those OBLIGATIONS. Compromise, settlement or litigation of claims shall be subject to the mutual indemnification obligations as defined in the General Conditions Section of this AGREEMENT. If a PARTNER compromises, settles or litigates a claim, and the underlying injury, damage or liability that was the subject or basis for the claim occurred by reason of anything done or omitted to be done by the other PARTNER or its contractors, sub-contractors and or its agents under or in connection with any WORK, authority or jurisdiction conferred upon that PARTNER under this AGREEMENT, the PARTNER who compromised, settled or litigated the claim shall be entitled to obtain reimbursement from the other PARTNER of the cost of the settled claim.
92. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
93. If the PROJECT expends state or federal funds, each PARTNER will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTNERS will ensure that any for-profit party hired to participate in the OBLIGATIONS will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the PROJECT these principles and requirements apply to all funding types included in this AGREEMENT, if the WORK is to be state and/or federally participating.
94. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
95. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this AGREEMENT.

PARTNERS will retain all OBLIGATIONS-related records for three (3) years after FHWA's final payment of the final voucher.

96. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

97. If FUNDING PARTNERS fund any part of the PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.
98. If the FUNDING PARTNER expends federal funds for any phase of the PROJECT, the FUNDING PARTNER will ensure that the procurement and the overhead costs of any A&E consultant hired by the FUNDING PARTNER to perform WORK are in accordance with Chapter 10 of the *Local Assistance Procedures Manual*, if the WORK is to be federally participating.
99. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right of way in a safe and operable condition acceptable to CALTRANS.
100. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.
101. CALTRANS will administer any federal subvention funds shown in the FUNDING SUMMARY table.
102. The cost of awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
103. The cost of legal challenges to the environmental process or documentation is an OBLIGATIONS COSTS.
104. Fines, interest, or penalties levied against a PARTNER are not an OBLIGATIONS COST and will be paid, independent of OBLIGATIONS COST, by the PARTNER whose action or lack of action caused the levy.

105. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

106. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this AGREEMENT.

If CITY invoices for rates in excess of DPA rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.

107. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.

108. If there are insufficient funds available in this AGREEMENT to place PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

109. If there are insufficient funds in this AGREEMENT to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER accepts responsibility to fund their respective OBLIGATIONS until such time as PARTNERS amend this AGREEMENT.

Each PARTNER may request reimbursement for these costs during the amendment process.

110. After PARTNERS agree that all WORK is complete for a PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS COSTS. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this AGREEMENT.

111. Improvements constructed as part of the PROJECT within the CITY right of way will be the property of the CITY.

GENERAL CONDITIONS

112. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the PROJECT is physically located.
113. All OBLIGATIONS of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
114. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.
115. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
116. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
117. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
118. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.

119. CITY will not interpret any ambiguity contained in this AGREEMENT against CALTRANS and CALTRANS will not interpret any ambiguity contained in this AGREEMENT against CITY. CITY waives the provisions of California Civil Code section 1654.

A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

120. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
121. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
122. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and City Manager will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this AGREEMENT. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or to enforce the provisions of this article including equitable relief.

123. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
124. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.
125. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS.

126. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.
127. This AGREEMENT may not be modified orally or in any manner other than by an agreement in writing signed by both PARTNERS, unless the modification is a change to the FUNDING SUMMARY that follows the procedures outlined in this AGREEMENT.
128. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. Work performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements. PARTNERS shall also comply with all of the affirmative obligations imposed under California Senate Bill 854 related to the California Department of Industrial Relations' enforcement and monitoring of public works projects and prevailing wages.
129. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

When applicable, PARTNERS shall include federal prevailing wage requirements in contracts for public work. WORK performed by a PARTNER's employees is exempt from federal prevailing wage requirements.

130. PARTNERS agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

DEFINITIONS

AGREEMENT – This agreement including any attachments, exhibits, and amendments.

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Project Development Procedures Manual (PDPM) and the CALTRANS *Workplan Standards Guide for the Delivery of Capital Projects* (WSG) [which contains the CALTRANS Work Breakdown Structure (WBS) and was previously known as the WBS Guide] and is available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

CITY STANDARDS – The City of Napa Standard Plans dated July 2008 and Standard Specifications and the Standard Plans dated 2010 (CALTRANS). In the case of conflict between the City of Napa Standard Plans dated July 2008 and Standard Specifications and the Standard Plans dated 2010 (CALTRANS), the terms of the City of Napa Standards take precedence over the conflicting provisions within the CITY R/W.

CONSTRUCTION – See PROJECT COMPONENT.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this AGREEMENT and in all amendments to this AGREEMENT.

EDQC (Environmental Document Quality Control) - CALTRANS quality control and quality assurance procedures for all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER, designated in the FUNDING SUMMARY that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this AGREEMENT.

FUNDING SUMMARY – An executed document that names FUNDING PARTNER(S), includes a FUNDING TABLE, SPENDING SUMMARY, deposit amounts, and invoicing and payment methods.

FUNDING TABLE – The table that designates funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING TABLE are “not-to-exceed” amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by the PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – CALTRANS’ efforts to ensure that another PARTNER’s quality assurance activities are in accordance with the applicable standards and the PROJECT’s Quality Management Plan (QMP). When CALTRANS performs IQA it does not develop, produce, validate, verify, re-check, or quality control another PARTNER’s work products.

NEPA (National Environmental Policy Act of 1969) – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATIONS – All WORK responsibilities and their associated costs.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this AGREEMENT and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS COST(S) – The cost(s) to complete the responsibilities assigned in this AGREEMENT. Costs that are specifically excluded in this AGREEMENT or that are not incurred in the performance of the responsibilities in this AGREEMENT are not OBLIGATIONS COSTS.

OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the party that incurs the cost from funds that are outside the scope of this AGREEMENT.

PA&ED (Project Approval and Environmental Document) – See PROJECT COMPONENT

PARTNER – Any individual signatory party to this AGREEMENT.

PARTNERS – The term that collectively references all of the signatory agencies to this AGREEMENT. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The work required to deliver the project initiation document for the PROJECT in accordance with CALTRANS STANDARDS.
- **PA&ED (Project Approval and Environmental Document)** – The work required to deliver the project approval and environmental documentation for the PROJECT in accordance with CALTRANS STANDARDS.
- **PS&E (Plans, Specifications, and Estimate)** – The work required to deliver the plans, specifications, and estimate for the PROJECT in accordance with CALTRANS STANDARDS.
- **R/W (Right of Way)** – The project components for the purpose of acquiring real property interests for the PROJECT in accordance with CALTRANS STANDARDS.
 - **R/W (Right of Way) SUPPORT** – The work required to obtain all property interests for the PROJECT.
 - **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for the PROJECT.
- **CONSTRUCTION** – The project components for the purpose of completing the construction of the PROJECT in accordance with CALTRANS STANDARDS.

- **CONSTRUCTION SUPPORT** – The work required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide the PROJECT's execution and control throughout that project's lifecycle.

PS&E (Plans, Specifications, and Estimate) – See PROJECT COMPONENT.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. The Resident Engineer must be independent of the design engineering company and the construction contractor.

R/W (Right of Way) CAPITAL – See PROJECT COMPONENT.

R/W (Right of Way) SUPPORT – See PROJECT COMPONENT.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPENDING SUMMARY – A table that identifies the funds available for expenditure by each PARTNER. The table shows the maximum reimbursable expenditure for each PARTNER in each PROJECT COMPONENT.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of the PROJECT and the obligation to secure financial resources to fund the PROJECT COMPONENTS in this AGREEMENT. A SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT COMPONENTS in this AGREEMENT. If this AGREEMENT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All efforts to complete the OBLIGATIONS included in this AGREEMENT as described by the activities in the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG).

SIGNATURES

PARTNERS are empowered by California Streets and Highways Code sections 114, 130 and 100.25 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

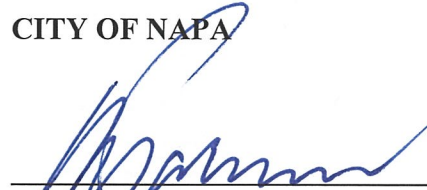
**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Helena (Lenka) Culik-Caro
Deputy District Director - Design

Certified as to funds:

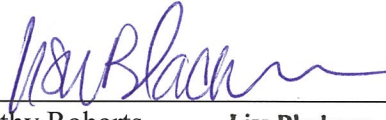


Interim District Budget Manager

CITY OF NAPA

Mike Parness
City Manager

Attest:



For Dorothy Roberts
City Clerk

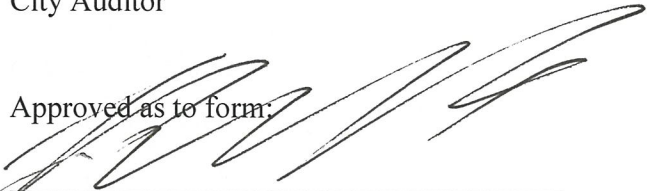
Lisa Blackmon, Deputy City Clerk

Countersigned:



Desiree Brun
City Auditor

Approved as to form:



Michael W. Barrett
City Attorney

EXHIBIT “A”
FUNDING SUMMARY

FUNDING TABLE										v. 1122
IMPLEMENTING AGENCY →			CITY	CITY	CITY		CALTRANS			
Source	FUNDING PARTNER	Fund Type	PA&ED	PS&E	R/W SUPPORT	R/W CAPITAL	CONST. SUPPORT	CONST. CAPITAL	Totals	
State	CALTRANS	SHOPP *	0	250,000	0	280,000	1,144,000	3,780,000	5,454,000	
State	CITY	STIP/RIP *	0	0	0	431,000	0	1,070,000	1,501,000	
Federal	CITY	OBAG *	0	0	0	723,000	0	1,740,000	2,463,000	
Local	CITY	Local	482,000	1,126,000	210,000	146,000	0	560,000	2,524,000	
Totals			482,000	1,376,000	210,000	1,580,000	1,144,000	7,150,000	11,942,000	

* This fund type includes federal funds.
OBAG (One Bay Area Grant Program)

SPENDING SUMMARY													V 22222.1
Fund Type	PA&ED		PS&E		RW SUPPORT		R/W CAPITAL		CONST. SUPPORT		CONST. CAPITAL	Totals	
	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	CITY	CALTRANS		
State Funds													
SHOPP	0	0	250,000	0	0	0	280,000	0	1,144,000	0	3,780,000	5,454,000	
STIP/RIP	0	0	0	0	0	0	0	431,000	0	0	1,070,000	1,501,000	
Federal Funds													
OBAG	0	0	0	0	0	0	0	723,000	0	0	1,740,000	2,463,000	
Local Funds													
Local	0	482,000	0	1,126,000	0	210,000	0	146,000	0	0	560,000	2,524,000	
Totals	0	482,000	250,000	1,126,000	0	210,000	280,000	1,300,000	1,144,000	0	7,150,000	11,942,000	

Invoicing and Payment

1. PARTNERS will invoice for funds where the SPENDING SUMMARY shows that one PARTNER provides funds for use by another PARTNER. PARTNERS will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, CITY will pay invoices within forty-five (45) calendar days of receipt of invoice.
2. If CITY has received EFT certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
3. CALTRANS will draw from state and federal funds that are provided by CITY without invoicing CITY when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
4. When a PARTNER is reimbursed for actual costs from funds administered by another PARTNER, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTNERS will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTNERS will invoice and then refund or pay as necessary in order to satisfy the financial commitments of this AGREEMENT.

Project Approval and Environmental Document (PA&ED)

5. No invoicing or reimbursement will occur for the PA&ED PROJECT COMPONENT.

Plans, Specifications, and Estimate (PS&E)

6. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.

Right of Way Support (R/W SUPPORT)

7. No invoicing or reimbursement will occur for the R/W SUPPORT PROJECT COMPONENT.

Right of Way Capital (R/W CAPITAL)

8. CITY will invoice and CALTRANS will reimburse for the accepted offer price of parcels out of STATE or Federal funds administered by CALTRANS.

CONSTRUCTION SUPPORT

9. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

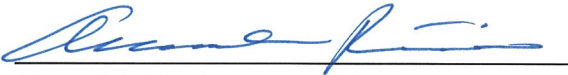
CONSTRUCTION CAPITAL

10. CALTRANS will invoice and CITY will reimburse for actual costs, as defined by percentage based on the amounts identified in FUNDING TABLE for CONSTRUCTION CAPITAL.

CALTRANS will invoice CITY for a \$40,000 initial deposit after execution of this AGREEMENT and thirty (30) working days prior to the commencement of CONSTRUCTION expenditures.

Signatures

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**



Ahmad Rahimi
Project Manager

Date 6/22/2015



Interim District Budget Manager



HQ Accounting

CITY OF NAPA



Mike Parness
City Manager

Date 6-19-15