

**THIRD AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY AGREEMENT NO. 2023-02**

THIS THIRD AMENDMENT TO AGREEMENT 2023-02 is made and entered into as of this 15th day of September, 2025, by and between the Napa-Vallejo Waste Management Authority, hereinafter referred to as “AUTHORITY,” a joint powers agency organized under the laws of the State of California pursuant to Government Code section 6500 et seq., and Sonoma RSA, Inc. dba RSA+, a California Type S Corporation, hereinafter referred to as “CONSULTANT.” AUTHORITY and CONSULTANT will be referred to from time to time in this Amendment individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on July 14, 2022, the Parties entered into Agreement 2023-02 (“Agreement”) for engineering, architectural and related services to support design and construction of the Devlin Road Transfer Station C&D Building, Project No. 17810 (“Project”); and

WHEREAS, on May 9, 2024, the Parties entered into the First Amendment to the Agreement to extend the term to June 30, 2026, to provide support during construction of the Project, and to update CONSULTANT’s fee schedule; and

WHEREAS, on February 13, 2025, the Parties entered into the Second Amendment to the Agreement to reallocate funds within the Agreement to pay for additional services without increasing the maximum compensation payable under the Agreement; and

WHEREAS, the Project will soon be entering the construction phase, and AUTHORITY needs CONSULTANT’s services during construction to answer questions and review submittals, ensure construction follows the Project design, monitor compliance with stormwater requirements, and assist with the closeout of the Project; and

WHEREAS, the Parties desire to amend the Agreement to extend the term of the Agreement, add professional services during construction and increase the maximum compensation by \$1,389,000;

NOW, THEREFORE, in consideration of the recitals stated above and the mutual obligations of the Parties expressed herein, the Parties agree to amend the Agreement as follows:

TERMS

1. Section 1 of the Agreement is amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on July 14, 2022, and shall expire on June 30, 2027, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant

of No Undisclosed Conflict); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONSULTANT to AUTHORITY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. Section 2 of the Agreement is amended to read in full as follows:

2. **Scope of Services.** CONSULTANT shall provide AUTHORITY those services set forth in Exhibit "A" attached hereto and hereby incorporated by reference, including Attachments 1 and 2 to Exhibit A. CONSULTANT shall also provide professional services during the construction phase of the Project, as further described in Exhibit "A-3" attached hereto and hereby incorporated by reference.

3. Section 3 of the Agreement is amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of CONSULTANT's fulfillment of the promised work, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Attachment 3 to Exhibit "A," not to exceed the maximum amount set forth in subparagraph (c). For services provided on or after July 1, 2024, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Exhibit "B," attached hereto and hereby incorporated by reference, not to exceed the maximum amount set forth in subparagraph (c).

(b) Expenses. Travel and other expenses will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Attachment 3 to Exhibit "A." For expenses incurred on or after July 1, 2024, travel and other expenses will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments for professional services under this Agreement shall not exceed Three Million Six Hundred and Nine Thousand Dollars (\$3,609,000.00); provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(d) Rate Adjustments. After December 31, 2024, AUTHORITY 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 subparagraph. Increases may only be made once per year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one-year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later years. 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. AUTHORITY may only approve CONSULTANT's request in writing.

4. This Third Amendment represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Second Amendment shall remain in full force and effect.

5. This Third Amendment 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 Third Amendment is executed by the AUTHORITY, by and through the Chair of its Board of Directors, and by CONSULTANT through its duly authorized officer(s).

SONOMA RSA, INC., dba RSA+

DocuSigned by:
By: Hugh Linn
HUGH LINN, Principal and President

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By _____
MARY LUROS, NVWMA Chair

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Authority Counsel Date: <u>September 4, 2025</u>	APPROVED BY THE AUTHORITY BOARD OF DIRECTORS Date: _____ Processed By: _____ Secretary of the Authority	ATTEST: MARIE NICHOLAS Secretary of the Authority By: _____
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EXHIBIT A-3
SCOPE OF SERVICES

CONSULTANT shall provide professional services during the construction phase of the C&D Building at the Devlin Road Transfer Station, as further described in the letter from CONSULTANT to AUTHORITY dated December 23, 2024, as revised on September 4, 2025, which is incorporated herein by reference.

	<div> <div>RSA+</div> <div>CONSULTING CIVIL ENGINEERS + SURVEYORS +</div> </div>	<div> <div>SERVING CALIFORNIA SINCE</div> <div>1980</div> </div>	<div> <div>1515 FOURTH STREET NAPA, CALIFORNIA 94559</div> <div>FAX 707 252.4966</div> <div>OFFICE 707 252.3301</div> </div>
<div>707 252.3301 RSAcivil.com</div>	<div> <div>HUGH LINN, PE, QSD, QSP PRINCIPAL + PRESIDENT</div> <div>hLinn@RSAcivil.com</div> </div>	<div> <div>CHRISTOPHER TIBBITS, PE, LS PRINCIPAL + VICE PRESIDENT</div> <div>cTibbits@RSAcivil.com</div> </div>	<div> <div>RSACivil.com</div> </div>

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December 23, 2024

Revised: September 4, 2025

Napa-Vallejo Waste Management Authority
Attn: Executive Director
c/o: Auditor Controller's Office
1195 Third Street, Suite B10
Napa, CA 94559

RE: C&D Building – Devlin Road Transfer Station
Amendment #2 (RSA+ Project #4122045.0)

To Whom It May Concern:

The purpose of this letter is to provide a second addendum to our original Agreement dated July 14, 2022. The additional scope of services and associated fees are as follows:

A. Consultant agrees to perform the following additional scope of services:

4. **Construction Phase Services.** RSA+ will provide construction assistance for the project. The scope listed below describes the services to be provided upon bid award to project close-out.
 - a. ***Continued Bidding Assistance.*** *RSA+ will provide continued bidding assistance for the re-bidding of the project. This task includes amendments to the project plans, specification and bid schedule to accommodate the changes required as part of the first bid conclusion. Additionally, the fee includes assistance during the re-bidding including attendance at a pre-bid meeting, review and responding to all questions, preparing addenda and analyzing bids post bid opening.*
 - b. ***Construction Assistance, Observations, and Inspections:*** *RSA+ and its team of consultants will provide the following services in parallel with the construction management team:*
 - i. Project start-up assistance, including attendance at pre-construction meetings.
 - ii. RSA+ will attend outside meetings as requested (utility agencies, Authority meetings, County meetings, American Canyon public works, etc.).
 - iii. RSA+ will attend regular Owner Architect Contractor (OAC) meetings with the design leads, General Contractor, Construction Manager (CM), and the Authority.
 - iv. RSA+ will assist with coordination between the project and the municipalities and other jurisdictions which interface with the project.

- v. RSA+ will assist the CM and the Authority with quarterly budget reports, and any other as-needed documentation.
- vi. RSA+ will coordinate the contractor's submittals, RFI's, Substitutions, and Change Orders. We will review and forward them to the Design Team to be acted upon promptly. All submittals, RFI's, Substitutions, and Change Orders are logged and tracked in General Contractor's online CPM (Critical Path Management) system. Tracking of RFIs and Submittals will be an agenda item at the weekly OAC meetings.
- vii. Assist CM with change order review and provide backup as needed for change orders.
- viii. RSA+ will provide oversight for construction observations, monitor the project for SWPPP plan compliance, oversight of contractor compliance to the established environmental mitigation measures, maintain overall coordination with contractor, construction manager, Authority's representative and other key individuals.
- ix. An RSA+ representative in conjunction with CM may assist with coordination of special inspections and lab testing RSA+ will review the testing labs' monthly payment request for accuracy and make a recommendation to the CM for payment authorization.
- x. RSA+ will provide both schedule and budget assistance. We will monitor construction progress, review, and approve the construction schedule submittals, and maintain a project timeline along with the CM.
- xi. Weekly site visits to observe progress, confer with contractor and CM and discuss any current or upcoming construction items outside of the OAC meetings.
- xii. RSA+ will review, document, and make recommendations for approval of Change Orders to the Authority.
- xiii. Safety Checks and OSHA Compliance
- xiv. Construction Management Plan (pre and post roadway survey). As required under the Mitigation Measures for the project and as prescribed by Agency staff, a pre and post roadway analysis is required to determine if the project created impacts (degradation) of the adjacent roads that lead into the property. These roadways are limited to the following:
 - 1) Beginning at the intersection of Highway 29 and South Kelly road, then westward along South Kelly toward the project site and then southerly only from the intersection of South Kelly and Devlin Road to 200' past the alternate site entrance used for transporting stockpile and other materials.
- xv. Site Observations. RSA+ and the design consultants have prepared scope to perform oversight and review of the site design and building design. ***These observations are not Inspections, and no reports will be prepared***

as part of the observations. RSA+ and the design consultants will notify the CM if observations do not follow the plans and/or project specifications, and it is expected the CM will work with contractor to remedy.

The following is a list of expected observations:

- a) Civil.
 - i. Grading
 - 1. Pad Finished Grade (Limits and Elevation)
 - 2. Rough Grading at Conforms and physical features (Considering finish materials, e.g., sod, mulch, rock)
 - ii. Storm Drainage
 - 1. Storm Drainage Structures (Size, Location, Bedding, Elevation, Connections, backfill material and compaction)
 - 2. Storm Drainage Pipes (Bedding, Line, Grade, material, connections, backfill material and compaction)
 - 3. Hard Surface Features (Line, Grade, material)
 - 4. Earthen Features (Line, Grade, surfacing)
 - 5. Drainage Areas
 - 6. Sediment/Debris free at start-up
 - 7. Bioretention facilities
 - iii. Sanitary Sewer
 - 1. Sanitary Sewer Structures (Size, Location, Elevations, connections, backfill material and compaction)
 - 2. Sanitary Sewer Pipe (Line, Grade, Material, Connections, backfill material and compaction)
 - iv. Water Line and Recycled Water Line
 - 1. Structures (Sizes, Location, Elevation, materials, connections, backfill)
 - 2. Water Pipe (Line, Grade, Material, Connections, Bedding, backfill material, and compaction)
 - 3. Separations from other Utilities
 - v. Concrete Work
 - 1. Forms and base Check (Line, Grade, Geometry, thickness)
 - 2. Conforms (Elevations, smooth transition, Drainage)
 - vi. Accessible Routes on Site

1. Pathways Form Check (Line, Grade, Geometry)
 2. Ramp Form Check (Slopes, lengths, landings)
 3. Pathway and Ramp As-Built Check
- vii. Asphalt
1. Subgrade (Geometry, Line, grade)
 2. Headers (Material, Line, grade)
- b) Geotechnical Engineering (RGH) – See scope of services in Exhibit A attached. Note that special inspections are a separate item in this proposal.
 - c) Dry Utility (Radius) – See scope of services in Exhibit B attached
 - d) Landscape Architecture (Studio1515) – See scope of services in Exhibit C attached
 - e) Architect (NDP) – See scope of services in Exhibit D attached
 - f) Structural Engineering (ZFA) – See scope of services in Exhibit E attached
 - g) Mechanical (ColeBreit) – See scope of services in Exhibit F attached
 - h) Electrical (ColeBreit) – See scope of services in Exhibit F attached
 - i) Plumbing (ColeBreit) – See scope of services in Exhibit F attached
 - j) Sparta Coordination – It is expected that both Mechanical, Electrical, Plumbing and Structural coordination will be required with the Sparta engineering team that is providing the sorting equipment. Time and fee have been added to have the Colebreit and ZFA teams work with the Sparta team.
- xvi. Special Inspections – The geotechnical engineering firm (RGH) has prepared scope and fee to handle special inspections as detailed on their scope in Exhibit A. The accompanying fee for all special inspections is included in the budget
- c. ***SWPPP Monitoring and Qualified SWPPP Practitioner Services:***
- i. In accordance with State Water Resources Control Board Order No. 2022-0057-DWQ (The Order) effective September 1, 2023, RSA⁺ will act as the QSD/QSP and provide SWPPP Monitoring Services from initial ground disturbance (i.e., demolition, clearing, and grubbing) through final stabilization and filing of a Notice of Termination (NOT). RSA⁺ will perform the following services to address the monitoring and reporting requirements.

- 1) Record keeping and reporting, including weekly inspections. Daily rain gauge readings and dust/tracking control will be the Contractor's responsibility.
- 2) Preparation of BMP and conducting all QSD/QSP inspections required by The Order, including (but not limited to) inspections prior to and following Qualifying Precipitation Events (QPE) or Numeric Action Level (NAL) Exceedances. The inspection reports will include the project risk level, the trades active on the site, the active phase of construction, photo documentation of BMPs, and suggested action to address most probable stormwater discharge issues that may arise.
- 3) Stormwater sampling, analysis, and reporting as required for QPEs.
- 4) Numeric Action Level (NAL) Exceedance Reports, if required.
- 5) File Changes of Information (COIs), if required.
- 6) Preparation of a Notice of Termination (NOT) to close the permit and WDID#.

d. ***Project Close-out:***

- i. RSA+ will review testing documentation required for contract compliance. RSA+ will also assist with the fire marshal, building department, and any other code enforcement authorities to help ensure an orderly and timely project close-out.
- ii. RSA+ will work with Authority staff and the CM to prepare a project punch list. RSA+ may further estimate the value of the punch list items to be used to establish the appropriate amount of contractor retention pending completion of the punch list work.
- iii. RSA+ will review the contractor's during-construction changes with the Design Team and CM. RSA+ and the design team will prepare updated drawings based on contractor records of the changes that occurred during construction. Additionally, RSA+ will prepare an as-built survey of the site to create "As-Built" drawings. A consolidated file will be turned over to the Authority at the end of the project.
- iv. RSA+ will review any outstanding dispute items at the completion of the project and make clear recommendations to the Authority as to appropriate action or potential resolution parameters.

B. Not included in this scope of services:

1. Payment of County, City, Title Company or other agency fees.

Additional Fees

We will provide these services on a "Time and Materials not-to-exceed" (T&M nte) fee basis as follows:

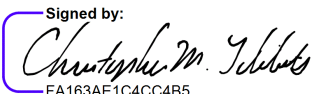
Task 4 - Construction Phase Services

Task 4a	Continued Bidding Assistance	(T&M nte)	\$150,000
Task 4b	Construction Assistance, Observations, and Inspections	(T&M nte)	\$1,129,000
Task 4c	SWPPP Monitoring and QSP Services	(T&M nte)	\$72,000
Task 4d	Project Close-out	(T&M nte)	\$38,000
Task 4 Total			\$1,389,000

Please sign in the space provided below to indicate your concurrence with this second addendum to our original Agreement. Please feel free to call should you have any questions.

Sincerely,

Agreed:

Signed by:

FA163AE1C4CC4B5...
Christopher M. Tibbits, PE, LS
Principal + Vice-President
RCE 59361 / PLS 8585

By: _____

Date _____

JS/sb/bs
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Encl.

Exhibit A	Geotechnical Engineering Scope of Services (RGH)
Exhibit B	Dry Utility Scope of Services (Radius)
Exhibit C	Landscape Architecture Scope of Services (Studio 1515)
Exhibit D	Architect Scope of Services (NDP)
Exhibit E	Structural Engineering Scope of Services (ZFA)
Exhibit F	Mechanical, Electrical, and Plumbing Scope of Services (ColeBreit)

EXHIBIT A



Experience is the difference

Santa Rosa Office

3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office

1041 Jefferson St, Suite 4
Napa, CA 94559
707-252-8105

November 4, 2024

RSA+
Attention: Jeremy Sill
jsill@rsacivil.com

Project Scope and Fee Request
DRTS C&D Facility
889 Devlin Road
American Canyon, California

Proposal Number: 95.014210

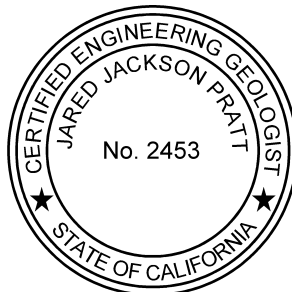
As requested, we are pleased to submit this request for authorization to provide additional geotechnical services for the subject project. Attached is our recommended scope of services and corresponding fee estimate.

Very truly yours,
RGH Consultants

Jared J. Pratt
Principal Engineering Geologist
Project Manager

Eric G. Chase
Principal Geotechnical Engineer

JJP:EGC:msz:brw
Electronically submitted



cc: RSA+
Attention: Bruce Fenton
bfenton@rsacivil.com
Attention: Michael Yoder
myoder@rsacivil.com



[https://rghgeo.sharepoint.com/sites/shared/shared documents/work in progress/_pip/_jjp/napa-vallejo waste management authority 95.012210/95.014210 scope & fee request.docx](https://rghgeo.sharepoint.com/sites/shared/shared%20documents/work%20in%20progress/_pip/_jjp/napa-vallejo%20waste%20management%20authority%2095.012210/95.014210%20scope%20&%20fee%20request.docx)

Attachments: Schedule of Charges
Grading Observation and Testing Estimate
Special Inspection Estimate



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Santa Rosa Office
3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office
1041 Jefferson St, Suite 4
Napa, CA 94559
707-252-8105

November 4, 2024

Proposal No.95.014210

Project Scope and Fee Request

Project Name: DRTS C&D Facility

Project Location: 889 Devlin Road, American Canyon, California 94503

As the Geotechnical Engineers for the above referenced project, we request your authorization to perform the following additional services. These additional services are required by the County of Napa Planning Department and recommended in our geotechnical report for the project dated April 1, 2024. The project plans and specifications prepared by Napa Design and RSA+ and the recommendations in our report will be the guidelines for the work.

Project Description: We understand it is proposed to construct a new prefabricated main processing building and a wood framed administration building.

Scope of Services: The scope of RGH's services during construction will be based on knowledge of the soil conditions gained from the soils report and experience obtained during construction of similar projects. Our typical geotechnical observation and testing includes providing intermittent on-site observation with field and laboratory testing during the following work items:

- Excavation of weak surface soils and old fills within and adjacent to the building and exterior concrete slab areas
- Placement and compaction of fills
- Excavation of footings (on-call checking only)
- Placement and compaction of utility trench backfills (on-call checking only)
- Preparation of subgrade for concrete slabs-on-grade
- Preparation of subgrade and aggregate base for pavement
- Installation of geotechnical drainage improvements

Generally, our special inspection services include observation and testing during the following work items:

- Reinforcing steel placement
- Placement of concrete (including slump and cylinder collection)
- Epoxy installation
- Welding
- Bolt installation
- Shear wall nailing

The results of our observations and testing will be made available to the contractor(s) on the job site so that timely corrective action might be taken, if required. Upon completion, we will summarize the results of our work in a final letter, including field and laboratory data.

Estimated Additional Fee: RGH proposes to perform the services indicated above on a time-and-expense basis in accordance with our then-current schedule of charges. Our current schedule of charges is attached. Our estimated fees are presented below and an itemized breakdown of our estimate is attached. It should be understood that fees for observation and testing during construction are difficult to estimate as they are highly dependent on the contractor's schedule. If a detailed cost estimate is needed for construction observation and testing, we can provide one once a construction schedule has been prepared.

Geotechnical Construction Observation and Testing	\$140,236 – Time and Expense
Special Inspection Testing	\$287,174 - Time and Expense

This estimate includes our fee for laboratory, clerical, and office engineering support services during construction.

Our total fee could vary depending on the actual construction procedures and rate of progress. These, in turn, are dependent on soil conditions encountered and the prevailing weather. We will keep you advised of our charges by issuing progress billings, and will inform you of any changes in conditions which might significantly affect our fee. The above estimate does not include charges for observation and retesting of the repair of unsatisfactory work.

We appreciate the opportunity to provide continued services on this project. Please return one signed copy of this Authorization for Additional Services as our formal authorization.

AUTHORIZATION: We anticipate that we will be authorized through a standardized ACEC or similar contract presented by the Client for our review.



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Santa Rosa Office

3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office

1041 Jefferson St, Suite 4
Napa, CA 94559
707-252-8105

SCHEDULE OF CHARGES **Effective January 1, 2024**

Unless agreed otherwise, work is charged for on a time and expense basis in accordance with the following schedule of charges:

PERSONNEL

Principal	\$250/hour
Associate	\$205/hour
Senior Engineer/Geologist	\$195/hour
Project Engineer/Geologist	\$175/hour
Staff Engineer/Geologist	\$150/hour
Field Engineer	\$140/hour
Field Engineer (Prevailing Wage)	\$180/hour
Graphics	\$110/hour
Administrative Support.....	\$90/hour

EQUIPMENT

Slope Inclinator Instrument	\$200/day
Coring Machine	\$400/day
Infiltration Test Apparatus.....	\$200/day
Sonic Echo Foundation Test Gauge.....	\$200/day
Specialty Software (i.e. SLOPE/W, VolFlo)	\$70/hour

CONCRETE

Concrete Compression Testing - Set of 4 Cylinder Breaks.....	\$200
Shotcrete Panel (Includes coring, compression testing of 4 cores, and disposal)	\$400
Each Additional Cylinder Break	\$50
Each Additional Core Break.....	\$100

OTHER

Travel time is charged at regular rates. Vehicle mileage is charged at the current federal rate. For court appearance, expert witness testimony, or deposition the charge is \$400 per hour for the principal, associate, and project level professional and \$280 per hour for all others, payable in advance. Four and eight hour minimums apply for court appearance.

Time worked in excess of 8 hours per day and Saturday/night work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day and Sundays/holidays will be charged at 2 times the hourly rate.

Outside services including laboratory analysis, consultants, subcontractors, equipment not listed above, outside reproduction, aerial photographs, meals, lodging, shipping and special equipment or services not listed above are charged at cost plus 20 percent.

Project Name: GRADING Napa-Vallejo Waste Management Authority

	VISITS UNITS	HRS/Visit HRS/UNIT	COST/HR COST/UNIT	Estimated Subtotal	Notes
PERSONNEL Charges are per hour					
Principal	16		\$250.00	\$4,000.00	
Senior Associate			\$0.00	\$0.00	
Associate			\$205.00	\$0.00	
Project Manager			\$0.00	\$0.00	
Senior Engineer			\$195.00	\$0.00	
Senior Geologist			\$195.00	\$0.00	
Project Engineer/Geologist			\$175.00	\$0.00	
Staff Engineer/FM	109	0.50	\$150.00	\$8,175.00	
Field Engineer			\$180.00	\$0.00	
Graphics			\$110.00	\$0.00	
Administrative Support	109	0.25	\$90.00	\$2,452.50	
				\$14,627.50	
EQUIPMENT					
Core Machine			\$400.00	\$0.00	
			\$0.00	\$0.00	
				\$0.00	
TASKS					
Pad Grading	25	8.00	\$180.00	\$36,000.00	
Drive and Parking Grading	15	8.00	\$180.00	\$21,600.00	
Trench Storm Drain	20	4.00	\$180.00	\$14,400.00	
Trench Water (domestic)	2	4.00	\$180.00	\$1,440.00	
Trench Water (recycled)	2	4.00	\$180.00	\$1,440.00	
Trench Fire Water	20	4.00	\$180.00	\$14,400.00	
Fire Hydrants	4	4.00	\$180.00	\$2,880.00	4 Hydrants
Trench Sewer	6	4.00	\$180.00	\$4,320.00	
Trench Joint	2	4.00	\$180.00	\$1,440.00	
Under Slab drain	4	2.00	\$180.00	\$1,440.00	
Off site tie-ins	5	8.00	\$180.00	\$7,200.00	
			\$180.00	\$0.00	
Footing Excavation Observation	4	4.00	\$180.00	\$2,880.00	
			\$180.00	\$0.00	
			\$180.00	\$0.00	
Total Visits:	109			\$109,440.00	
LABS					
Compression Testing - Set of 4 Cylinders			\$200.00	\$0.00	
Sieve Analyses			\$315.00	\$0.00	
1557 Curves	8		\$305.00	\$2,440.00	
1557 Curve with rock correction	2		\$490.00	\$980.00	
R.I.C.E.			\$170.00	\$0.00	
				\$3,420.00	
SUBTOTAL ESTIMATED COST				\$127,487.50	
				10% Contingency	\$12,748.75
TOTAL ESTIMATED COST					\$140,236.25

Services are provided on a time and expense basis in accordance with our Schedule of Charges.

The length and number of our visits are dependent on the contractors' schedule and are not typically within our control.

Project Name: SI Napa-Vallejo Waste Management Authority

	VISITS UNITS	HRS/Visit HRS/UNIT	COST/HR COST/UNIT	Estimated Subtotal	Notes
PERSONNEL Charges are per hour					
Principal	8		\$250.00	\$2,000.00	
Senior Associate			\$0.00	\$0.00	
Associate			\$205.00	\$0.00	
Project Manager			\$0.00	\$0.00	
Senior Engineer			\$195.00	\$0.00	
Senior Geologist			\$195.00	\$0.00	
Project Engineer/Geologist			\$175.00	\$0.00	
Staff Engineer/FM	189	0.50	\$150.00	\$14,175.00	
Field Engineer			\$180.00	\$0.00	
Graphics			\$110.00	\$0.00	
Administrative Support	189	0	\$90.00	\$4,252.50	
				\$20,427.50	
EQUIPMENT					
Core Machine			\$400.00	\$0.00	
			\$0.00	\$0.00	
				\$0.00	
TASKS					
Perimeter footing steel	3	4.00	\$180.00	\$2,160.00	
Perimeter footing concrete	3	8.00	\$180.00	\$4,320.00	
Spread footing steel	3	4.00	\$180.00	\$2,160.00	
Spread footing concrete	3	8.00	\$180.00	\$4,320.00	
Push wall steel	3	4.00	\$180.00	\$2,160.00	
Push wall concrete	3	8.00	\$180.00	\$4,320.00	
Retaining wall footing steel	2	4.00	\$180.00	\$1,440.00	
Retaining wall footing concrete	2	8.00	\$180.00	\$2,880.00	
Retaining wall steel	2	4.00	\$180.00	\$1,440.00	
Retaining wall concrete	2	8.00	\$180.00	\$2,880.00	
Slabs steel	9	4.00	\$180.00	\$6,480.00	
Slabs concrete	9	8.00	\$180.00	\$12,960.00	
Equipment pads steel	2	2.00	\$180.00	\$720.00	
Equipment pads concrete	2	4.00	\$180.00	\$1,440.00	
OT time for concrete pours	24	2.00	\$270.00	\$12,960.00	
Cylinders Pick UP	24	2.00	\$180.00	\$8,640.00	
			\$180.00	\$0.00	
Welding (shop)	40	8.00	\$180.00	\$57,600.00	
Welding (field)	25	8.00	\$180.00	\$36,000.00	
High Strength Bolting	14	4.00	\$180.00	\$10,080.00	calibrated wrench method
Epoxy	14	8.00	\$180.00	\$20,160.00	
Shear	5	8.00	\$180.00	\$7,200.00	
			\$180.00	\$0.00	
Exterior concrete drive areas	5	8.00	\$180.00	\$7,200.00	
Exterior AC drive areas	4	8.00	\$180.00	\$5,760.00	
Exterior curbs and valley gutters	2	8.00	\$180.00	\$2,880.00	
Off Site Patch Paving	2	8.00	\$180.00	\$2,880.00	
Cylinders Pick UP	7	2.00	\$180.00	\$2,520.00	
			\$180.00	\$0.00	
Trash enclosure footing steel	1	3.00	\$180.00	\$540.00	
Trash enclosure footing concrete	1	4.00	\$180.00	\$720.00	
Trash enclosure slab steel	1	2.00	\$180.00	\$360.00	
Trash enclosure slab concrete	1	4.00	\$180.00	\$720.00	
Trash enclosure walls steel	1	3.00	\$180.00	\$540.00	
Trash enclosure walls concrete	1	4.00	\$180.00	\$720.00	
			\$180.00	\$0.00	
			\$180.00	\$0.00	
Total Visits:	189			\$227,160.00	
LABS					
Compression Testing - Set of 4 Cylinders	64		\$200.00	\$12,800.00	
Sieve Analyses			\$315.00	\$0.00	
1557 Curves			\$305.00	\$0.00	
1557 Curve with rock correction			\$435.00	\$0.00	
R.I.C.E.	4		\$170.00	\$680.00	
				\$13,480.00	
SUBTOTAL ESTIMATED COST				\$261,067.50	
10% Contingency				\$26,106.75	
TOTAL ESTIMATED COST				\$287,174.25	

Includes admin part of building.

Services are provided on a time and expense basis in accordance with our Schedule of Charges.

The length and number of our visits are dependent on the contractors' schedule and are not typically within our control.



EXHIBIT B

DRY UTILITY DESIGN ○ CONSULTING ○ PROJECT MANAGEMENT

E. ~~Pre-Construction Administration—Add Alternate~~

Description of Services

1. ~~Design updates for city submittals after PG&E designs have been approved and prior to construction start (includes 8 hours)~~
2. ~~Respond to emails and phone calls after PG&E designs have been approved and prior to construction start (includes 8 hours)~~
3. ~~Project coordination meetings after PG&E designs have been approved and prior to construction start (includes 12 hours)~~

F. Construction Administration – Add Alternate **Construction Administration begins immediately after the pre-construction meeting is complete. Cost is based on an expected [6 month] duration of construction administration related to joint trench coordination, design updates and construction support. Longer durations of construction will require additional work authorization or to be charged at time and material per rates listed below.*

Description of Services

1. Respond to RFI's and submittals (includes 16 hours)
2. Two jobsite visits (includes 8 hours)
3. Respond to emails and phone calls (includes 8 hours)
4. Meetings (includes 8 hours)

G. ~~Relocate existing PG&E gas line in conflict with project—Add Alternate~~

Description of Services

1. ~~Submit relocation application to PG&E~~
2. ~~Determine existing gas main in conflict and propose new trench location~~
3. ~~Create preliminary joint trench intent plan for PG&E review~~
4. ~~Design PG&E gas drawings and material list for the gas main relocation work along the project site.~~
5. ~~Submit gas drawings to PG&E and address comments for approval.~~
6. ~~Coordinate with outside disciplines (landscape, civil) to ensure proposed trench location meets PG&E clearance requirements~~
7. ~~Address final PG&E comments and coordinate joint trench location per comments~~
8. ~~Create Joint Trench Composite plan and Form B for submittal to PG&E~~

H. Relocate existing PG&E electric line in conflict with project—Add Alternate

Description of Services

1. Submit relocation application to PG&E
2. Determine existing electric main in conflict and propose new trench location
3. Create preliminary joint trench intent plan for PG&E review
4. Design PG&E electric drawings and material list for the electric main relocation work along the project site

#4122430.0.16

PROPOSAL FOR RSA+ - DRTS NAPA VALLEJO WASTE MANAGEMENT AUTHORITY

Agreement entered into at Napa, California, made this 28th day of April 2022, by and between:

CONSULTANT:
Studio 1515
1426 Fourth Street
Napa, CA 94559

CLIENT:
RSA+
Attn: Jeremy Sill
1515 4th Street
Napa, CA 94559
jsill@rsacivil.com

CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Client intends to construct a facility for processing construction and demolition debris at the Devlin Road Transfer Station (DRTS) in American Canyon, CA (APN 057-090-060).

A. Consultant agrees to perform the following scope of services:

1. ~~**Schematic Landscape Plan.**~~ Studio 1515 will prepare a Schematic Landscape Plan in accordance with any applicable agency standards including the following:
 - a. ~~Review relevant existing documents including:~~
 - i. ~~NVWMA (Napa Vallejo Waste Management Authority) Standards~~
 - ii. ~~Project history and concept development documents~~
 - b. ~~Develop and refine landscape concept by integrating Client and design team feedback.~~
 - c. ~~Attend up to three (3) in person or virtual meetings.~~
2. ~~**Landscape Design Development.**~~ Studio 1515 will further refine plans to address items that are appropriate to the landscape design theme and project budget including the following:
 - a. ~~Note locations of underground and above grade utilities~~
 - b. ~~Refine tree locations~~
 - c. ~~Refine plant palette~~
 - d. ~~Finalize hardscape layout and materials selections~~
 - e. ~~Indicate features unique to the project~~
 - f. ~~Studio 1515 will attend up to three (3) in person or virtual meetings~~

3. **~~Landscape Construction Documents.~~** Studio 1515 will prepare landscape construction documents consisting of the following:
- b. ~~*Landscape Construction Callout and Layout Plans at 1"=20'.*~~ Plans will indicate the locations, material reference and dimensions of landscape construction elements such as walks, paving finishes, planting areas, etc.;
 - e. ~~*Landscape Construction Details at various scales.*~~ Plans will show the visual effect of landscape construction details as may be appropriate;
 - d. ~~*Tree Planting Plans at 1"=20'.*~~ Plans will show tree locations and indicate quantity and size of trees including a botanical plant list of such materials;
 - e. ~~*Shrub Planting Plans at 1"=20'.*~~ Plans will show the locations and indicate quantity and size of shrubs including a botanical plant list of such materials;
 - f. ~~*Irrigation Plans at 1"=20'.*~~ Plans will show irrigation equipment locations, laterals lines, mainline locations, pipe sizing, and irrigation equipment legend complete with California State Model Water Efficient Landscape Ordinance (MWELO) water use calculations.
 - g. ~~*Irrigation and Planting Details at various scales.*~~ The plan will show the irrigation materials and related equipment connections for installation and describe any special planting procedures, staking, guying, etc.;
 - h. ~~*Coordination.*~~ Studio 1515 will coordinate landscape design with Client's Architect for design components as they relate to landscape work. We will also coordinate landscape services with Client's Electrical Engineer, Utilities Consultant, Civil Engineer and MEP Consultant.
 - i. ~~*Landscape Approval Assistance.*~~ Three (3) standard and reasonable plan check iterations are anticipated. Plan check and other miscellaneous processing above and beyond three (3) will be billed separately on a T&M basis.
 - j. ~~*Meetings.*~~ Studio 1515 will attend up to seven (7) in-person or virtual meetings.
4. **Bidding & Negotiation Assistance.** Studio 1515 will review contractor bids for consistency and comparison and respond to RFI's as needed.
- a. Studio 1515 will attend one (1) virtual meeting via Zoom.
5. **Construction Phase Services.** Studio 1515 will attend periodic site visits during project Construction Phase. All other construction administrative services will be billed on an hourly basis. Services will include, but are not limited to, the following:

- a. Review or take appropriate action on submittals received from the contractor (i.e. shop drawings, product data and samples), but only for the limited purpose of conformance with the design concept of the work and with the information given in the plans and specifications prepared by Studio 1515.
- b. Review substitutions and alternatives, as requested by the contractor, and make recommendations.
- c. Provide periodic field visits during the construction phase that would include the following:
 - i. Observe and become generally familiar with the progress of the work to determine if the work is generally proceeding in accordance with the construction documents.
 - ii. Review landscape construction items including forms for concrete pours positioning of construction features, and location of excavation for trees and plant materials and quality of construction materials utilized.
 - iii. Observe the installation of plant material and irrigation materials, and equipment for general conformance to contract documents and design intent.
 - iv. Review landscape installation at beginning of plant establishment period and prepare “punch list” of findings.
 - v. Inform and advise Client via written documents of Studio 1515 site observation meetings.
 - vi. Studio 1515 shall not have control over or charge of, and shall not be responsible for construction means, contractor’ schedules, contractor’s errors and omissions, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work since these are solely the contractor’s responsibility under the contract for construction. Although Studio 1515 may observe and discuss potential problems, these periodic field visits are not construction inspections or a guarantee that there will not be construction deficiencies.
 - vii. Studio 1515 will attend up to ten (10) in-person, on-site meetings. If more site visits are required these will be billed at Time & Materials.

B. Not included in this scope of services:

- 1. Design for any other part of the facility outside the project limit of work.
- 2. Geotechnical/Geological design services.
- 3. Professional perspective renderings.

4. Photometric analysis or lighting design services.
 5. Preparation of Estimate of Probable Costs of Landscape Plan.
- C. All reimbursable expenses will be charged for in addition to the contract price in accordance with the attached Fee Schedule.
- D. This Proposal and the attached Fee Schedule shall become part of the Consultant/Client Agreement when said document is signed by both parties.
- E. This Proposal is subject to acceptance by May 28, 2022, or is void thereafter at the option of the Consultant.
- F. Client agrees to compensate Consultant on a "Time & Materials" (T&M) or a "Fixed Fee" (FF) fee basis, in accordance with the attached Fee Schedule.

Task 1	Schematic Landscape Plan	(T&M)	\$14,000*
Task 2	Landscape Design Development	(FF)	\$ 6,000
Task 3	Landscape Construction Documents	(FF)	\$38,000
Task 4	Bidding & Negotiation	(T&M)	\$ 4,000*
Task 5	Construction Phase Services	(T&M)	\$ 8,000* \$11,000 sh

* Estimate of fee for this task. Actual fee will be based on required effort to complete task.

- G. Client has read and understands all the "Standard Provisions of Agreement between Client and Consultant" attached hereto and incorporated by reference, and agrees all Provisions of Agreement are a part of this Agreement and are binding on Client and Consultant.
- H. Client and Consultant agree that the late payment charge provided for in the Standard Provisions of Agreement shall be computed at a periodic rate of 1.50%, which is an annual percentage rate of 18%.

Studio 1515

RSA⁺

DocuSigned by:

Susan Heiken

4/28/2022

By: Susan Heiken, LA, CASp

Date

By:

Date

Landscape Architect

Certified Access Specialist

CLIENT BILLING ADDRESS:

(if different from the mailing address above)

#4122430.0.16

SH/sl

Attn:

Client Initials	DS Consultant Initials SH
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**STANDARD PROVISIONS OF AGREEMENT
BETWEEN CLIENT AND CONSULTANT FOR LANDSCAPE ARCHITECTURE SERVICES**

Client and Consultant agree that the following provisions shall be part of this agreement:

1. PERSONNEL RATES:

Landscape Architect, Associate Principal	\$210.00/hour
Landscape Architect, Senior Associate	\$185.00/hour
Landscape Project Manager	\$160.00/hour
Landscape Designer	\$150.00/hour
Administrative Coordinator	\$100.00/hour

MATERIALS & EXPENSES:

CADD Plot	\$10.00
Large Format Copy, B&W	\$ 4.00
Large Format Copy, Color	\$15.00
Small Format Copy, B&W	\$ 0.15
Small Format Copy, Color	\$ 0.75
Other Materials/Expenses at Cost +15%	

IF APPLICABLE

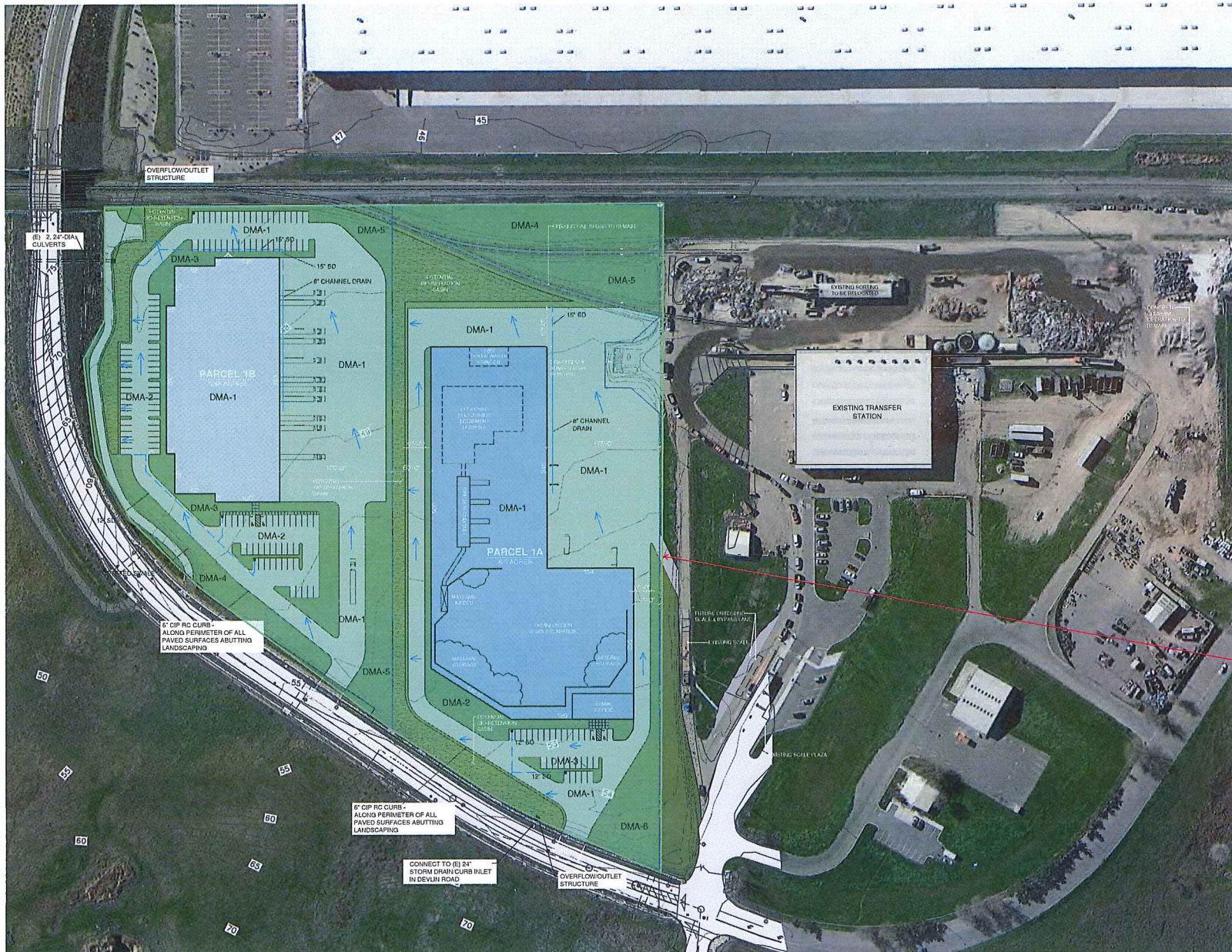
Survey Crew	\$295.00/hour
(Construction, 2 Man, Robotic, or GPS)	
Additional Field Personnel	\$95.00/hour
Licensed Surveyor	\$215.00/hour
Survey Technician	\$160.00/hour

Travel time is charged at standard billing rates and overtime is charged at 1.5 x hourly rate.

Mileage is billed at the standard Federal mileage rate.

- This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services for the project. Any modifications to this agreement shall be in writing and signed by both Client and Consultant.
- In the event Client terminates the contract before the completion of all services, Client agrees to release Consultant from all liability for services performed and Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein.
- All fees and other charges due Consultant will be billed monthly and shall be due upon receipt. Failure to pay Consultant within thirty (30) days after invoices are rendered, shall constitute a material breach of this entire agreement.
- Client agrees to pay a monthly late payment charge that shall be computed at a periodic rate of one and one-half percent (1-1/2%) per month (an annual percentage rate of 18%) or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Minimum monthly charge to be \$15.00.
- A monthly fee of \$200.00 will be charged for special handling or processing not conforming to Studio 1515's standard invoicing format. Special handling includes the preparation of bank vouchers, lien releases, and invoicing with non-Studio 1515 standard task organizations.
- A 3% convenience fee will be charged for each credit card transaction processed.
- Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability to the amount of the Consultant's fee.
- This Fee Schedule is applicable until December 31, 2022, and is limited to that date in any contract of which it is a part. Fees are subject to change January 1, 2023.

END OF PROVISIONS



SITE SUMMARY

PARCEL 1A	(0.8 ACRES) 340,528 S.F., 100%
BUILDING AREA:	130,000 S.F., 38%
LANDSCAPE AREA:	177,000 S.F., 52%
HARDSCAPE AREA:	134,500 S.F., 39%

PARCEL 1B	(0.6 ACRES) 291,131 S.F., 100%
BUILDING AREA:	63,000 S.F., 22%
LANDSCAPE AREA:	60,300 S.F., 21%
HARDSCAPE AREA:	167,831 S.F., 57%

DEVELOPMENT STANDARDS

MINIMUM SETBACK:	30 FEET
MAXIMUM FLOOR AREA RATIO:	50%
MAXIMUM BUILDING HEIGHT:	40 FEET

PARKING SUMMARY

PARCEL 1A	
STANDARD PARKING:	30 STALLS
ACCESSIBLE PARKING:	2 STALLS
TOTAL PARKING:	32 STALLS

PARCEL 1B	
STANDARD PARKING:	112 STALLS
ACCESSIBLE PARKING:	2 STALLS
TOTAL PARKING:	114 STALLS

PARKING REQUIREMENTS	
MINIMUM STORAGE:	1 PER 1,000 S.F. OF GROSS FLOOR AREA FOR THE FIRST 20,000 S.F. OF GROSS FLOOR AREA, PLUS 1 PER 2,000 S.F. OF GROSS FLOOR AREA THEREAFTER
OFFICE:	1 PER 200 S.F. OF GROSS FLOOR AREA

STORM DRAINAGE

DMA-1	DRAINAGE MANAGEMENT AREA
→	SURFACE WATER FLOW DIRECTION
---	BELOWGROUND STORM DRAIN PIPE
■	DROP INLET

project limit of work

Date: October 28, 2024

RSA+

Attn: Jeremy Sill, Associate Principal

Re: Napa Valley Waste Management Authority C+D Facility Construction Administration Phase

Architectural Design Construction Phase Services for the new C+D Facility to be located at the existing Devlin Road Transfer Facility (DRTS) in American Canyon, California.

Architectural Design Services Proposal

Description of consultant's role.

Architect of Record, Project management coordination with RSA+ for the Construction Phase. Provided architectural services to coordinate with client, client representative, project management company and design team. RSA+ will contract with Structural, Mechanical/Plumbing, Electrical, Fire Sprinkler & Alarm consultants for the new C+D Construction Administration services to be provided.

Proposed Scope of Project and Design Work

The proposed project includes site work and building design and coordination for a new 130,000 s.f. C+D Facility. The C+D Facility is currently "out to bid" and we are coordinating with design team and will be coordinating through the bid process to complete and update the construction documents. This current and ongoing work is not part of this CA services proposal; the current and ongoing work is currently being completed under the existing design services contract.

Construction is anticipated to begin in 2025 along with the proposed architectural CA (construction administration) services to include project meetings, coordination with Owner's representative, response to RFI and Change Order requests, review of applications for payment through the course of construction. Periodic site visits will include a field report which may be in the form of an email or other written documentation. RSA as the project lead shall prepare any meeting notes during the construction process. As the construction nears completion, the architectural design team will review the project work completed and prepare a punch list for the project representative, the owner and the general contractor to utilize as a guide in completing the work. NDP will provide the architectural portions of the punch list. As the architect of record NDP will review the as-built documentation and manuals provided by the general contractor as part of the record documents and project closeout.

This proposal does not include value engineering, design revisions or modifications, or asbuilt drawing services provided by the architect.

NDP Architectural Services

Project Meetings and Coordination*
Construction Administration

Budgeted Fees

\$ 80,000.00
\$120,000.00

*client and construction team meetings and communication through the construction process

Budget for Reimbursable Expenses

Reproduction - Printing and delivery expenses not included
in proposed design services costs.

\$ 5,000.00

Total Proposed Architectural Services Budget

\$205,000.00

Contractual Terms

This proposal letter is intended to be an exhibit to the existing design services agreement.
This proposal agreement is valid for 90 days from the date listed at the top of this document.

Sincerely,



Proposal Accepted by:

Stephen R. Cuddy, AIA, LEED AP
California License C12633
Napa Design Partners LLP
Managing Partner

Name:
Title:
Company:
Date:

c.c. Millie Binz, Bookkeeper

ZFA STRUCTURAL ENGINEERS

1303 jefferson street | suite 400a | napa ca 94559 | 707.492.3452 | zfa.com

AGREEMENT

FOR PROFESSIONAL SERVICES

Jeremy Sill

RSA+

1515 Fourth Street

Napa, CA 94559

Email: JSill@RSACivil.com

Phone: 707.252.3301

Project Number: 22307.05

Project Name: NVWMA C&D Facility – CA Services

Location: American Canyon, CA

PROJECT DESCRIPTION:

Provide structural engineering services for bid assistance and construction administration services for a new Construction and Demolition waste materials processing facility at the Devlin Road Transfer Station (DRTS) in American Canyon. The facility will be operated under the management of the Napa-Vallejo Waste Management Authority (NVWMA) and designed to enable the DRTS to provide additional processing capability for the future and increase recovery of recyclable material in the amount of up to 100,000 tons per year.

SCOPE OF SERVICES:

Bid Assistance & Construction Administration (CA) including the following:

- Prepare responses to questions from prospective bidders regarding the structural aspects of the project, as well as clarifications for addenda to the bid documents.
- Once a contractor is chosen and the metal building supplier has provided pre-engineered metal building (PEMB) drawings and calculations, ZFA will remove the metal building plans, details notes and specifications relating to the PEMB, from construction documents as directed by the owner, and release an addendum set of drawings accordingly.
- Review the contractor's PEMB drawings and calculations for comparison to ZFA designed metal building drawings and design criteria and note any discrepancies or alterations. The review includes major steel framing element sizes and locations and column reactions to confirm design matches the approved design/drawings by ZFA.
- Attend a construction kick-off meeting to review and discuss the project schedule, structural inspection requirements, and team member expectations and attend up to (10) OAC meetings during the construction phase of the project.
- Provide on-site structural reviews at the site for foundation and slab-on-grade reinforcement as well as for wood framing, and shearwall/roof sheathing nailing and hardware installation.
- Review 3rd party special inspection reports and respond to any related questions and/or non-conforming work, as applies.
- Review and respond to contractor requests for information (RFI) as needed and as requested.
- Review structural submittals for general compliance with the construction documents including concrete mix designs, product submittals, etc. and shop drawings including reinforcing steel, and structural steel (pre-engineered metal building is not included).
- Provide clarifications for the structural design intent of the construction documents and work with the owner, architect, or contractor to facilitate construction while remaining within the intent and requirements of the design.
- Review contractor change order requests as needed for feedback on structural related scope of work.
- Provide field reports from on-site reviews of construction at stages noted above.

- Provide a final letter of general conformance can be provided if ZFA performs all on-site structural reviews for all required areas with follow-up site visits to confirm completion.
- Provide a final PDF markup "CA Set" of drawings indicating any RFI/SSK revisions made during the construction phase of the project for owner use/files.
- Review and response to MEP, fire suppression, and civil RFI's and RFC's related to structural issues and item.
- Provide review of owner supplied equipment slab and foundation design and details as they relate to incorporation onto the structural slab and foundations designed by ZFA.

SPECIAL CONDITIONS:

- Third party Special Inspections are expected for concrete, steel, and post-installed anchors and are typically contracted directly with the owner
- The steel building design will be replaced by the contractor's metal building supplier's design that includes engineering calculations, plans, and details for construction. ZFA does not act as the SEOR of metal buildings designed by others.

ENGINEERING FEE: \$65,000 – Estimated – Billed at Hourly Rates plus reimbursable expenses

Risk Allocation: In recognition of the relative risks and benefits of the project to both the Client and ZFA, the risks have been allocated so that the Client agrees that to the fullest extent permitted by law, ZFA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of **\$500,000** (see Terms and Conditions). Such causes include, but are not limited to, ZFA's negligence, errors, omissions, strict liability, and breach of contract or warranty.

Offered by:

ZFA STRUCTURAL ENGINEERS

Accepted by:

RSA+



Chris Jonas, SE 5246

Principal

Date: December 20, 2024

Signature: _____

Print Name: _____

Date: _____

The following detailed Terms and Conditions on the accompanying pages are hereby incorporated by reference in the entirety as an integral part of this Agreement. Client's acceptance of this Agreement includes full acceptance of all Terms and Conditions without condition or reservation.

ZFA STRUCTURAL ENGINEERS TERMS AND CONDITIONS

1. **BILLINGS/PAYMENTS**

Invoices will be submitted monthly for labor charges and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and ZFA Structural Engineers may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. In addition, a service charge of 1.5 percent per month on the past due principal balance may be charged. In the event any portion or all of an account remains unpaid 90 days after billing, the Client will be liable for any costs of collection if necessary, including reasonable attorney's fees plus court and related costs. All late payments will be applied first to interest, then to attorneys' fees and costs, and lastly to principal. Visa and Mastercard payments are accepted and will be charged a convenience fee of 2.0% of the total invoice amount.

2. **REIMBURSABLE EXPENSES**

Expenses other than labor charges that are directly attributed to our professional services are invoiced at our cost plus 10 percent. Reimbursable expenses typically include: 1) extra prints and reproductions, 2) special delivery (e.g. overnight) costs, 3) sub-consultants hired for the project by ZFA Structural Engineers with Client's authorization and 4) any and all work, fees, expenses and costs that are not specifically listed and identified in the Agreement, Description, and Scope of Services.

3. **SUSPENSION OF ENGINEERING SERVICES**

If the Client fails to make payments when due or otherwise is in breach of *this Agreement or any other Agreements* Client has made with ZFA Structural Engineers, ZFA may suspend performance of *all* services entailed by these agreements upon five (5) calendar days' notice to the Client. In such instances, ZFA Structural Engineers shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of the Agreement(s) by the Client. In such instances, ZFA Structural Engineers shall also have the right, at its sole discretion, to apply any payment(s) under any one Agreement, to the balance owed under any of the Agreements between parties. Notwithstanding any of the foregoing the obligations of the Client under any Agreement(s) with ZFA Structural Engineers, remain separate and independent obligations of the Client, and nothing herein shall be construed to invalidate any portion of any of the respective Agreement(s).

4. **INDEMNIFICATION**

To the fullest extent permitted by law, the undersigned Client shall indemnify and hold ZFA harmless from any and all actions, causes of action, damages, claims, costs, demands and expenses including attorneys' fees, that result from injuries to and/or deaths to any and all persons, including but not limited to, ZFA and its employees, arising out of or connected in any manner with the performance or purported performance of the construction work specified or referenced in this Agreement; and for any and all destruction, including loss of use of any property, arising out of or in connection with the work specified or referenced in this Agreement, except when such actions, causes of actions, damages, claims, costs, demand, and expenses including attorneys' fees are due to the sole active negligence of ZFA.

5. **STATUTE OF LIMITATIONS**

As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

6. **TERMINATION**

This agreement may be terminated by either party within five (5) days of written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this agreement is terminated, ZFA Structural Engineers shall be paid for services performed through the termination notice date, including reimbursable expenses due.

7. **EXPIRATION**

This Proposal and Agreement will expire automatically within 90 days from the date this document is issued and signed by ZFA, unless accepted and signed by Client within 90 days thereof, without modification.

8. **ACCESS TO SITE**

Unless otherwise stated, ZFA Structural Engineers will have access to the site for activities necessary for the performance of the services.

9. **HIDDEN CONDITIONS**

If ZFA Structural Engineers has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If 1) the Client fails to authorize such investigation or correction after due notification, or 2) ZFA Structural Engineers has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and ZFA Structural Engineers shall not be responsible for the existing condition or any resulting damage to persons or property.

10. **CONSTRUCTION MEANS & METHODS**

ZFA Structural Engineers shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

11. **OTHER PROVISIONS**

ZFA Structural Engineers will prepare drawings and specifications in a timely manner, but ZFA Structural Engineers is not responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this agreement was executed. Unless a specific deadline or schedule is agreed to under the Description and Scope of Services, then all work under this Agreement shall be performed in a reasonable time as determined by ZFA Structural Engineers. If Client suspend(s) and restart(s) the work or project, ZFA will be entitled to bill Client for any remobilization and extra costs as agreed upon with client.

One or more waivers by either or both parties of any provision, part of any provision, term condition, or covenant of this agreement shall not be construed as a waiver by either party of any other provision, part of any other provision, term, condition or covenant of this agreement.

Any opinion of construction cost offered by ZFA Structural Engineers represents the judgment of a design professional and is supplied for your general guidance, but ZFA Structural Engineers does not guarantee the accuracy of its opinion as compared to actual contractor bids or actual cost to the owner.

12. **OWNERSHIP OF DOCUMENTS, MODELS, AND ELECTRONIC FILES**

All computer analysis and building information models (BIM), drawings, plans, calculations, and specifications are instruments of service and shall remain the property of ZFA Structural Engineers, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to ZFA Structural Engineers.

BIM model, CADD files, PDF documents, Digital Images, Scans, data, etc in any form of electronic media shall herein be referred to as "Electronic Files." Electronic files shall not be considered to be Contract or Construction Documents. Electronic Files do not in any way supersede or supplement the information included in the plans and specifications. Use of Electronic Files is not mandatory. Unless specifically noted in this agreement, an approved recipient, having the capability, may use the file as an added resource for conceptual understanding only. Transfer of Electronic Files is subject to all provisions of ZFA's Indemnification Agreement for Computer-Based Information.

13. **VENUE**

This agreement shall be interpreted and enforced in accordance with the laws of the State of California. The venue of any action brought to interpret or enforce any of the terms of this agreement or otherwise adjudicate the rights or liabilities of the parties hereto shall be laid in County of work.

14. **DISPUTE RESOLUTION**

At the discretion of ZFA Structural Engineers, all claims, counterclaims, disputes or other matters in question between the parties hereto arising out of or in relation to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

15. **ENTIRE AGREEMENT**

This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties, and unless specifically referenced herein, supersedes all prior negotiations, representations or proposals, either written or oral. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement's terms shall remain in full force and effect and shall not be affected thereby. This Agreement or any part thereof shall not be assigned or transferred by Client, without the prior consent of ZFA Structural Engineers.

16. **CONTINGENT GUARANTEE**

The representative of Client, who executes this Agreement, hereby represents and guarantees that Client is financially solvent and an ongoing business concern, and has the necessary resources to fulfill all obligations, including all financial obligations, of this Agreement. In the event that Client is unable to fulfill any of the obligations under this Agreement, within the timeframe called for in the Agreement or on demand, then said representative shall, on demand, be deemed personally liable to ZFA Structural Engineers, for any and all such obligations. In addition to the foregoing, during the existence of this Agreement, this contingent guarantee shall be binding on the following: as to a corporate Client, on all officers and shareholders; as to a limited liability company Client, on all members; as to any partnership Client, on all partners.

If Client or its representatives object to any of the foregoing, then Client must present to ZFA Structural Engineers at the time of execution of this Agreement, in writing, evidence of financial credit worthiness. Such evidence shall include, but not be limited to: current Dun & Bradstreet Report, current annual and quarterly Financial Statements, a current Credit Line Statement, current list of ongoing construction projects, and the last three banking statements for Client.

17. **PROJECT INFORMATION**

Upon execution of this Agreement by Client, Client will provide ZFA Structural Engineers, the physical address and legal description of the project property, and will identify by name, address and telephone number, the owner, architect, construction lender and/or surety for the project, including the reference number(s) for any loan and/or surety bond.

18. **BILLING RATES**

Executive Principal	\$255.00 per hour	Engineer	\$140.00 per hour
Principal	\$225.00 per hour	Designer	\$125.00 per hour
Associate Principal	\$200.00 per hour	BIM Project Manager	\$145.00 per hour
Senior Associate	\$185.00 per hour	Senior BIM	\$135.00 per hour
Associate	\$175.00 per hour	BIM Technician	\$115.00 per hour
Senior Engineer	\$155.00 per hour	Engineering Support	\$80.00 per hour

ADDITIONAL SERVICES AGREEMENT (ASA)

Project #: 20220488

ASA #: 02

Date: 10/23/24

Project: Napa County C&D Facility

Owner: Napa Design Partners

To: Stephen Cuddy

Please sign this ASA authorizing us to proceed with work as described below upon terms as set forth herein and in supplement to our Contract dated: August 23, 2022.

Contract Sum plus previous ASAs:	\$ 224,815
Amount of ASA 02:	\$ 50,500
Total contract to date with this ASA:	\$ 275,315

DESCRIPTION OF WORK COVERED BY THIS ADDITIONAL SERVICE:

CONSTRUCTION SUPPORT SERVICES:

- Review of Contractor submittals and RFI's.
- Respond to Contractor questions during construction.
- Prepare sketches as necessary
- Perform up to two (2) site visits during the construction phase and provide site visit report/punch list.

EXCLUSIONS:

- Self-certification
- Self-inspections
- As-Built's
- Contractor requested meetings (can be provided upon approval)

NET ADDITIONAL SERVICE: <<ADD/DELETE>> \$ 50,500

Date Approved: _____

Date Approved: 10/23/24

By: _____

By:  _____

Owner/Architect

COLEBREIT ENGINEERING
John E Kohler, P.E. Managing Principal



EXHIBIT B

ENGINEERING FEE SCHEDULE WITH PREVAILING WAGE RATES

1. Listed herein are prices for the engineering services frequently performed by RSA+. Prices for services not listed will be given upon request.
2. Materials and expenses (subcontracts, fees, meals, travel expenses, etc.) are invoiced at cost plus 15%. Printing and plotting costs (for up to 50 sheets) will be billed per schedule below.
 - a. CADD plot \$10.00 per plot
 - b. Large-format copies, B&W \$ 4.00 per sheet
 - c. Small-format copies, B&W \$ 0.15 per page
 - d. Small-format copies, Color \$ 0.75 per page
3. Invoices will be submitted as agreed and are due upon receipt. Unpaid bills will be considered past due after 30 days from invoice date and will be subject to a late payment charge at the rate of 1½ percent per month, subject to a minimum charge of \$15.00 per month.
4. A monthly fee of \$200.00 will be charged for special handling or processing not conforming to RSA+'s standard invoicing format. Special handling includes the preparation of bank vouchers, lien releases, and invoicing with non-RSA+ standard task organizations.
5. A 3% convenience fee will be charged for each credit card transaction processed.
6. This Fee Schedule is applicable until December 31, 2025, and is limited to that date in any contract of which it is a part. Fees are subject to change January 1, 2026.
7. Travel time is charged at standard billing rates.
8. Tasks involved with or requiring overtime, Code Violation Resolution, Stormwater Exceedance Compliance Assistance, Depositions, Hearings or Court Appearances are charged at 1.5 times at standard billing rates.

PREVAILING WAGE PERSONNEL RATES

Administrative Coordinator	\$100 per hour	Licensed Land Surveyor	\$235 per hour
Assistant Engineer	\$175 per hour	Principal	\$255 per hour
Associate Principal	\$250 per hour	Project Engineer	\$200 per hour
Design Engineer	\$185 per hour	Project Manager	\$235 per hour
Draftsperson	\$135 per hour	Prevailing Wage Survey Crew (2 Man)	\$375 per hour
Engineering Aide	\$100 per hour	Prevailing Wage QSP Stormwater Sampling Technician	\$190 per hour
Engineering / Survey Technician	\$165 per hour	Prevailing Wage Additional Field Personnel	\$155 per hour
Lead Engineer	\$205 per hour		

Expires 12/31/2025