

AMENDMENT NO. 1
OF
NAPA COUNTY AGREEMENT NO. 250223B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 250223B is made and entered into as of this _____ day of _____, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” or “LOCAL AGENCY”, and Bureau Veritas, a New York corporation whose business address is 1451 River Park Dr. Suite 220, Sacramento CA 95815, hereinafter referred to as “CONTRACTOR” or “CONSULTANT”;

RECITALS

WHEREAS, COUNTY entered into Napa County Agreement No. **250223B** with CONSULTANT on November 12, 2024 (the “Agreement”), to obtain specialized services, as authorized by Government Code section 31000, in order to provide construction management, construction inspection, material testing, environmental surveying, permit compliance, and local assistance program funding assistance, etc.; and

WHEREAS, Caltrans has delayed the award of the construction contract, requiring additional pre-construction services, including the following: conduct time sensitive pre-construction biological surveys, prepare a fish relocation plan, meet with stakeholders, and prepare for the pre-construction meeting; and

WHEREAS, the parties now desire to amend the Agreement to increase the maximum compensation amounts payable to CONTRACTOR by \$120,567.81 from \$42,182.91 to \$162,750.72 to provide additional construction management services;

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, COUNTY and CONSULTANT hereby amend the Agreement as follows:

1. Exhibits “A-1” and “B-1”, attached hereto, are hereby added to and incorporated into the Agreement.
2. Paragraph 2 of the Agreement is amended in its entirety to read in full as follows

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A”, attached to the original Agreement and those services set forth in Exhibit “A-

1”, attached to this Amendment No. 1, in accordance with the Request for Proposals and CONTRACTOR’s proposal, incorporated by reference herein.

3. Paragraph 3 of the Agreement is amended in its entirety to read in full as follows

Compensation.

(a) Rates. In consideration of CONTRACTOR’s fulfillment of the promised work described in Exhibit “A”, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B”, attached to the original Agreement. In consideration of CONTRACTOR’s fulfillment of the promised work described in Exhibit “A-1”, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-1”, attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibits “B” and “B-1.”

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE HUNDRED AND SIXTY-TWO THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS AND SEVENTY-TWO CENTS (\$162,750.72); provided, however, that such amounts shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. Each task set forth in Exhibits “A” and “A-1” shall be subject to the maximum not to exceed fee for the task as set forth respectively in Exhibits “B” and “B-1”.

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

4. CONTRACTOR’s designated recipient of notices pursuant to Paragraph 13 of the Agreement is amended to read as follows:

Steven McMahon
Chief Executive Officer
1451 River Park Dr. Suite 220
Sacramento CA 95815

5. Except as provided in (1), (2), (3), and (4), above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, COUNTY and CONSULTANT have executed this Amendment No. 1 of Napa County Agreement No. 250223B as of the date first above written.

Bureau Veritas North America, Inc.

By: 
Steven McMahon, Chief Executive Officer

“CONSULTANT”

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan Fitzgerald (e-sign)</u> County Counsel</p> <p>Date: <u>April 14, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “A-1”

Scope of Services

April 9, 2025

Graham Wadsworth, Project Manager
Napa County, CA

1195 Third Street, Room 101
Napa, CA 94559



Dry Creek Road Bridge Replacement RDS 15-22

Task 1 - Supplemental - Pre-Construction Management Services

Dear Graham

BVNA is pleased to submit this Supplemental - Task 1 - proposal for continued Pre-Construction Management Services for the Dry Creek Road Bridge Replacement Project to provide a Resident Engineer, Field Inspection, Officer Engineer, Labor Compliance, Environmental Reporting Services for the Dry Creek Road Bridge Replacement Project RDS 15-22 in Napa County,

SCOPE OF SERVICES

See attached

- Scope of Services - Task 1 - Pre-Construction Management Services - Supplemental

SCHEDULE

Work is anticipated to begin April 2025 till the NTP for the Construction Contract anticipated for May 2025.

STAFFING / SUB

Khanh (Chuck) Tran, PE	- Project Manager (Part Time)
Jeffrey Haw, PE	- Resident Engineer (Part Time)
Jim Adair, PE	- Field Inspector (Full Time)
Meng Xing Li / Maulik Prajapati	- Office Engineer (Part Time)
Cheryl Brown	- Labor Compliance (Part Time)
Norie Corpuz	- Scheduling Support
WRA Environmental Inc.	- Biological Support

ESTIMATED COST

\$120,567.81 as shown on the attached Form 10-H1 & Staffing Plan.

Thank you for the opportunity to provide CM Services to Napa County on Dry Creek Road Bridge Replacement Project and if you have any question or would like to meet and discuss, please contact me.

Sincerely,

Khanh (Chuck) Tran, PE
Senior Vice President/ Program Manager
Cc: Steven McMahon, Jeffrey Haw, Jim Adair



SCOPE OF SERVICES

PROJECT DESCRIPTION

- A. The project is 0.8 miles west of Mt. Veeder Road and consists of replacing the existing bridge at a sharp curve in Dry Creek Road. The proposed new bridge structure would consist of an approximately 80-foot-long by 32-foot-wide single-span concrete slab bridge that is constructed on pre-cast and pre-stressed concrete girders. Abutments 1 and 2 consist of a seat-type abutment with a footing supported on two rows of cast-in-drilled-hole piles. The abutment walls shall also retain soil behind Abutment 1 and 2. The new abutments shall require excavation to a depth of approximately six (6) feet below existing road surface. The project also includes 900 feet of new roadway to remove two curves in Dry Creek Road and all associated earthwork and utilities relocation as required to straighten the road. A new bio-retention basin will also be constructed to receive storm run-offs from newly installed impervious surfaces.
- B. Consultant will provide construction management services during construction and post-construction of the Project. Consultant's resident engineer/structures representative will be actively involved in all construction management tasks. The Consultant team will also provide on-site Field Inspection services, surveying, and material testing . Construction is estimated to commence in April 15th, 2024 and be completed by September 1st, 2026.
- C. In accordance with the California Department of Transportation (Caltrans) Construction Manual, Caltrans Local Assistance Procedures Manual (LAPM) and all applicable Project environmental permit requirements, Consultant will provide a Resident Engineer/Structures Representative (RE) registered in California as a Professional Engineer (PE), to perform construction management services including but not limited to: contract administration, quality assurance, safety monitoring, change order and claims mitigation, document control, labor compliance, progress pay estimates, status offunds, and general oversight during the period of construction. Consultant will provide an inspector to observe and monitor the Project to ensure that it is being constructed in accordance with the Project contract documents (the "Contract Documents") between Agency and the selected Project construction contractor ("Contractor"). The following Project tasks outline some of the key services that Consultant will be performing to ensure Project compliance with Caltrans and their procedures, federal requirements, and with the Contract Documents:



SCOPE OF SERVICES

B. Task 1: Pre-Construction Services - Supplemental - Consultant will perform the following:

1. Coordinate, conduct, and attend meeting(s) with regulatory permitting agencies;
2. Coordinate, conduct, and attend meeting(s) with utility companies;
3. Coordinate, conduct, and attend meeting(s) with Project stakeholders;
4. Coordinate and conduct public outreach sessions;
5. Coordinate, conduct, and attend the pre-construction conference and prepare and distribute preconstruction conference meeting minutes to ensure that all discussions, agreements, and understandings are documented
6. Biological Studies and Plan Submittals – Prior to NTP for construction. Our biologist sub-consultants, WRA will conduct Rare Plant Surveys within the construction area.
7. WRA will also prepare and submit written plans to the County for:
 - Rare Plant Survey
 - Survey Methodology for the Foothill Yellow Legged Frog
 - Fish Capture and Relocation Plan for stream diversion installations
8. BVNA will coordinate, conduct, and attend meetings with various regulatory permitting agencies including the Regional Water Quality Control Board, the United States Army Corps of Engineers, and the California Department of Fish and Wildlife; utility companies, and other stakeholders.

EXHIBIT “B-1”

Compensation

Napa County Public Works Department

Dry Creek Road Bridge Replacement Project - Task 1 Supplemental

PRIME LABOR		Pre Construction						Construction Phase																		Post Construction						Total Person-Month
Year		2024		2025										2026										2027								
Personnel	Task	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		
Working Days	400 WDs						22	21	21	22	21	21	22	17	22	20	18	21	22	20	22	23	21	21	20						400	
	Anticipated Critical Path	PSE Review / Bid			Pre-Con/ Award / NTP / Submittals		Pre-Con/ NTP / Submittals		Site Prep + Channel +CIDH		Bridge e Struct ure		Grading + Roadwork		Winter Suspension Period					Grading + Bridge Demo		Channel Improvements		Plantings + Finishing		Project Closeout						
BVNA	Jeff Haw, PE						24	80																						104		
	Jim Adair, PE						40	80																						120		
	Mengxing Li						8	8																						16		
	Maulik Prajaptapi						40	80																						120		
	Cheryl Brown							20																						20		
	Norie Corpuz, PE						16	24																						40		
	Chuck Tran, PE						24	40																						64		
																															0	
WRA																															0	
	Biologist						X	X																							0	
Unico																															0	
	Josh Williams																														0	
ISI	Survey Crew																														0	
	Materials Technician																														0	
Abe																															0	
	CIDH Pile Testing																														0	
Full Time Equivalent Field and Support Personnel			0	0	0	0	152	332	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	484	
		0					484																		0				484	ck		

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

CM ServicesNote: Mark-ups are Not Allowed ☒Prime Consultant ☐Subconsultant ☐2nd Tier Subconsultant ☐Consultant **BVNA**Project No. **Napa County - Dry Creek Bridge**Contract No. **RDS 15-22**Date **4/9/2025****DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
PM - RE/SR	Jeff Haw, PE	104	\$99.10	\$10,306.40
ARE/ Inspector	Jim Adair, PE	120	\$94.05	\$11,286.00
OE / Inspector	Mengxing Li	16	\$65.25	\$1,044.00
OE / Inspector	Maulik Prajaptapi	120	\$60.01	\$7,201.20
OE / Labor Compliance	Cheryl Brown	20	\$38.25	\$765.00
Schedule Support	Norie Corpuz	40	\$93.41	\$3,736.40
Acting Resident Engineer	Chuck Tran	64	\$106.85	\$6,838.40

LABOR COSTS

Total Hours 484

a) Subtotal Direct Labor Costs	\$41,177.40
b) Anticipated Overtime	0
c) Anticipated Salary Increases (see page 2 for calculation)	\$1,441.21
d) TOTAL DIRECT LABOR COSTS [(a) + (b)+(c)]	\$42,618.61

INDIRECT COSTS

d) Fringe Benefits	(Rate: _____)	e) Total Fringe Benefits [(c) x (d)]	\$0.00
f) Overhead	(Rate: 138.48%)	g) Overhead [(c) x (f)]	\$59,018.25
h) General and Administrative	(Rate: 0.00%)	i) Gen & Admin [(c) x (h)]	\$0.00

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$59,018.25**FIXED FEE** (Rate: 8.00%)k) **TOTAL FIXED FEE [(c) + (j)] x (q)]** \$8,130.95**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Vendors				
Applied Materials Engineer	1	LS		\$ -
Abe Construction Services	1	LS		\$ -
Mileage (Included)	Included			\$ -
Per Diem	0	Months	\$ -	\$ -

l) **TOTAL OTHER DIRECT COSTS** \$0.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	WRA Environmental Inc.	Biological Support	\$	10,800.00
Subconsultant 2:	Inspection Services Inc.	DBE Firm	\$	-
Subconsultant 3:	Unico Engineering	DBE Firm	\$	-
Subconsultant 4:				
Subconsultant 5:				

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 10,800.00n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$10,800.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$120,567.81**NOTES:**

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant BVNA Contract No. RDS 15-22 Date 4/9/2025

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	2.5 Year Contract Duration
\$41,177.40	484	=	\$85.08	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$85.08	+	3.5%	=	\$88.05	Year 2 Avg Hourly Rate
Year 2	\$88.05	+	3.5%	=	\$91.14	Year 3 Avg Hourly Rate
Year 3	\$91.14	+	3.5%	=	\$94.33	Year 4 Avg Hourly Rate
Year 4	\$94.33	+	3.5%	=	\$97.63	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	484.0	=	0.0	Estimated Hours Year 1
Year 2	100.00%	*	484.0	=	484.0	Estimated Hours Year 2
Year 3	0.00%	*	484.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	484.0	=	0.0	Estimated Hours Year 4
Total	100%		Total	=	484.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$85.08	*	0	=	\$0.00	Estimated Hours Year 1
Year 2	\$88.05	*	484	=	\$42,618.61	Estimated Hours Year 2
Year 3	\$91.14	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$94.33	*	0	=	\$0.00	Estimated Hours Year 4
Total Direct Labor Cost with Escalation				=	\$42,618.61	
Direct Labor Subtotal before Escalation				=	\$41,177.40	
Estimated total of Direct Labor Salary Increase				=	\$1,441.21	Transfer to Page 1

Exhibit 10-H1 Cost Proposal Page 3 of 3

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Chuck Tran, PE Title *: CEO

Signature :  Date of Certification (mm/dd/yyyy) 4/9/2025

Email: Chuck.Tran@bureauveritas.com Phone Number: 909-721-5640

Address: 125 Columbia STE A, Aliso Viejo, CA 92656

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction Management Services



Dry Creek Road Bridge Replacement Napa County, CA Scope of Work and Estimated Cost

Prepared for:

James Adair
Bureau Veritas
james.adair@bureauveritas.com

January 15, 2024

WRA PROJECT NO. 340307

PURPOSE

WRA, Inc. (WRA), is pleased to submit this proposal to provide professional consulting services to Bureau Veritas (Client). The purpose of this Scope of Work is to describe the anticipated level of effort and deliverables involved in completing pre-construction deliverables for the Dry Creek Bridge Replacement Project (Project) in Napa County, California. It is WRA's understanding that the only deliverables required from WRA at this point are those that need to be completed prior to April 15, 2025. This Scope of Work (SOW) includes deliverables required by the following permits:

- California Department of Fish and Wildlife (CDFW) Lake or Streambed Alteration Agreement (LSAA) Notification No. EPIMA-NAP-30649-R3
- Dry Creek Bridge Replacement Final Initial Study/Mitigated Negative Declaration (IS/MND) Mitigation Monitoring and Reporting Program (MMRP)

WORK PRODUCTS

- Rare plant survey and report memo
- Foothill yellow-legged frog survey methodology
- Species Capture and Relocation Plan portion of the Water Diversion and Species Capture and Relocation Plan

SCOPE OF WORK

The following tasks are included in this SOW:

TASK 1: Rare plant survey

As per CDFW Measure 2.17 and MMRP Measure AVM BIO-1, WRA will complete a rare plant survey of the Project area. To prepare for the survey, WRA will complete a brief desktop review



of the Project area to determine focal species of the survey. A WRA botanist will then conduct a rare plant survey of the project area focusing on the species identified in the desktop review as well as Napa False Indigo (*Amorpha californica* var. *napensis*) identified in the CDFW LSAA. The survey will be conducted in early April to coincide with the blooming period for Napa False Indigo. A memo will be prepared and submitted to the Client for submission to CDFW. This task does not include additional survey efforts, assistance with establishing an Environmentally Sensitive Area (ESA) (as per MMRP Measure AVM BIO-02), or further coordination with the Client and/or communication with regulatory Agencies should rare plants be found on site. This task also does not include preparation of a species-specific mitigation plan (AVM BIO-4).

TASK 2: Foothill yellow-legged frog survey methodology

As per CDFW LSAA Measure 2.10, WRA will prepare a survey methodology for foothill yellow-legged frog (FYLF). WRA will submit this methodology to the Client who will submit to CDFW for review and approval. This task does not include cost to implement the methodology.

Task 3: Species Capture and Relocation Plan

As per CDFW LSAA Measure 2.31, WRA will prepare a methodology for the Species Capture and Relocation Plan portion of the Water Diversion and Species Capture and Relocation Plan (Plan). The Client or contractor will prepare the Water Diversion portion of the Plan. This task includes submission the Species Capture and Relocation Plan to the Client who will add the Water Diversion Plan and submit to CDFW for review and approval. This task does not include implementation of the Plan.

Task 4: Project management

This task includes permit review, submission of biologist resumes in support of Task 1, client communication, and project coordination.

SCHEDULE

Work can begin upon execution of this Scope of Work.

STAFFING

Rob Schell will be the principal in charge of the project. Marisa Ishimatsu will be the project manager. Other staff will be assigned to the project as necessary.

ASSUMPTIONS

The following assumptions have been made in the preparation of this Scope of Work:

- Client can provide the project design or property boundaries in digital format (such as AutoCAD or GIS), properly referenced to a geographic coordinate system.
- Any previous environmental reports for the project supplied to Client or the project owner will be provided to WRA.
- Any previous correspondence between Client or the project owner and government agencies that relates to WRA's proposed work will be provided to WRA.
- Any biological survey, assessment, or other reconnaissance is dependent on current conditions, and data obtained may not be accurate or applicable in subsequent years.
- This SOW is limited to the tasks described above. Any additional work products or efforts requested by the Client will be covered under a subsequent Change Order.

ESTIMATED COST

The cost for the services described in this Scope of Work is provided below. This cost is based on the assumptions above and normal working conditions. Costs are fixed fee unless otherwise shown. The total cost shown below will not be exceeded without authorization.

TASK	COST
1. Rare plant survey	\$ 3,900 (fixed fee)
2. Foothill yellow-legged frog survey methodology	\$ 1,900 (fixed fee)
3. Species Capture and Relocation Plan	\$ 2,300 (fixed fee)
4. Project management	\$ 2,700 (time & materials)
TOTAL:	\$10,800

TERMS AND CONDITIONS

This Scope of Work is subject to WRA's Standard Terms and Conditions, which are attached hereto and incorporated herein as Exhibit A.

(Approval / Signature Page Follows)

APPROVAL TO PROCEED

To authorize WRA's services and signify their mutual intent to be legally bound by this Scope of Work and Exhibit A, authorized representatives of the parties hereby execute this agreement, effective upon the date when both parties have signed below.

For Client

Signature Date

Printed Name and Title

Email Address

Billing Information:

Name and Email (if different from above)

For WRA

Signature Date

Printed Name and Title

EXHIBIT A
WRA, INC. – STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE: The standard of care for all professional services performed or furnished by WRA under this Agreement will be consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locale under similar circumstances. No other warranty, express or implied, is made or intended as related to the services provided. All estimates, recommendations, and opinions of WRA will be based upon the information available to WRA at the time. Any such estimates, recommendations, and opinions are not a guarantee or warranty as to a specific outcome or result. Further, Client agrees that WRA is not offering investment advice or services.

2. SCOPE OF WORK; CHANGES: The services to be performed under this Agreement are outlined in the attached Scope of Work. Client understands that laws and regulations are constantly changing, and that the reactions of government agencies and the public cannot be predicted. WRA shall not be liable for any delay that results from any cause beyond its reasonable control. In the event of a change to WRA's scope of services, the compensation and timing for services under this Agreement shall be adjusted by mutual agreement of the parties in the form of a written Change Order that is executed by both parties. If Client requests that WRA procure certain materials, the parties shall execute a Change Order.

3. ESTIMATED COST; PAYMENT: The cost of WRA's services is outlined in the attached Scope of Work, based on the assumptions and limitations outlined therein. Labor rates are subject to an annual increase each January, but stated costs will not be exceeded without written authorization from Client. Reimbursable expenses, including subcontractors and equipment, are charged at cost plus ten percent (10%). WRA will invoice Client for its services monthly, based on time (in minimum increments of .25 hours) and expenses for actual work completed, or based on the percentage of work completed if a fixed fee is arranged. Payment is due within 30 days after Client's receipt of the invoice. A service charge of one and one half percent (1.5%) per month may be added to account balances over 30 days past due. If Client disagrees with any portion of an invoice, it shall promptly notify WRA and pay the portion not in dispute. If WRA requires Client to pay a portion of the estimated cost in advance, this amount will be applied to invoices until it is exhausted. If WRA requires Client to pay a "retainer," the retainer amount will be held and applied only to the final invoice under the Scope of Work.

4. CONFIDENTIALITY: All data, documents, discussions and other information received from and developed for Client in performance of this Agreement are assumed to be confidential and will not be disclosed to any person, except as authorized in writing by Client, or as required by law. Information shall not be deemed confidential if it is or has become generally known without any breach by WRA of this Agreement, or was rightfully acquired by WRA from a third party who was entitled to disclose the information without confidentiality or proprietary restrictions.

5. WORK PRODUCTS: Reports, data and other products of WRA's services under this Agreement are for the sole use of Client. Client understands and agrees that all work products resulting from WRA's efforts are intended solely for purposes of this Agreement, and that any reuse or modifications for purposes outside this Agreement shall be at Client's sole risk.

6. CLIENT DUTIES: Client agrees to (a) provide all known requirements for, and all known information pertinent to, the Scope of Work; (b) provide or arrange for legal access and entry to project sites; (c) provide any notices required to enable WRA's services, or provide WRA with authorization to provide such notices; (d) give prompt written notice to WRA whenever Client becomes aware of any development that affects the scope or timing of WRA's services; (e) make reasonable efforts to ensure safe working conditions for WRA staff, including prompt notice of any known hazardous conditions at project sites. If the presence of an unanticipated hazardous condition is discovered during the performance of services under this Agreement, WRA shall notify Client and cease work. Under such circumstances, WRA will be entitled to an equitable adjustment to the compensation and timing for services under this Agreement. A minimum of 4 hours per staff member will be charged to Client for staff who are mobilized for work that is canceled by the Client with less than 12 hours' notice, or if unanticipated hazardous conditions discovered while at the site cause WRA staff to cease work. Client shall be fully responsible for any costs, delays, or penalties that result from Client's non-compliance with applicable laws, or due to any error, inaccuracy, ambiguity, or omission in the information provided by Client to WRA.

7. LEGAL COUNSEL: WRA may provide guidance related to government regulations; however, WRA will not and does not provide legal advice, and Client is advised to consult with independent legal counsel in order to interpret current laws related to regulatory compliance. Client should also consult legal counsel prior to taking any actions on project sites, either before or after permit issuance. Client assumes full responsibility for all of its own actions conducted on project sites that may lead to enforcement actions by the federal or state government, or other quasi-regulatory or administrative agency, including any and all liabilities arising out of such enforcement actions.

8. NONDISCRIMINATION: WRA and Client shall abide by the requirements of 41 CFR Parts 60 et seq. (which implement Executive Order No. 11246, Equal Employment Opportunity) and any other applicable federal statutes, orders, regulations, and policies. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion,

sex, or national origin. Moreover, these regulations require that covered consultants take affirmative action to employ and advance individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

9. LIMITATION OF LIABILITY: In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise, shall WRA or Client be liable for any special, consequential, incidental, or punitive damages. WRA's maximum liability to Client for any and all loss or damage arising out of this Agreement shall be limited to the repair, replacement or re-performance of the delivered services, or if repair, replacement or re-performance is impossible or impractical, then to the insurance proceeds made available to WRA for such liability.

10. INDEMNIFICATION: Client and WRA each agree to indemnify and hold harmless the other party and its officers, directors, partners, and employees, from all liabilities arising from claims by third parties, including reasonable attorneys' fees and expenses, solely to the extent they are actually caused by the negligence or willful misconduct of the indemnifying party arising out of the performance of this Agreement, and subject to any limitations of liability contained in this Agreement. If WRA's services include construction management, WRA has no duty to direct or supervise any separate consultants or contractors of Client, or to provide their means, methods, or sequences, or to stop or otherwise suspend their activities. WRA shall not be responsible for the failure of Client's separate consultants or contractors to fulfill their responsibilities, and Client agrees to indemnify and hold harmless WRA against any liabilities arising out of such failures.

11. TERMINATION: Either party may terminate the Agreement (a) in the event of a material breach by the other party that is not cured within seven (7) days after receipt of written notice of such breach, or (b) for any reason upon ten (10) days' advance written notice to the other party. All work properly completed up to the effective notice of termination will be due and payable by Client, and all deliverables prepared by WRA up to such time shall be provided to Client.

12. FORCE MAJEURE: Neither party shall be responsible for delay in the performance of its obligations under this Agreement caused by an occurrence or circumstance beyond its control, including but not limited to, severe weather or other natural catastrophes; terrorism, war, riots, strikes, lockouts or other disturbances; or acts of the government or any governmental agencies. To the extent that WRA's services are delayed by such events, WRA will be entitled to an equitable adjustment to the timing for services under this Agreement.

13. DISPUTE RESOLUTION; ATTORNEY'S FEES: Client and WRA agree that any disputes related to this Agreement shall first be submitted to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement. Each party is responsible for payment of its own share of costs for mediation. In the event any legal action is commenced to enforce this Agreement, the prevailing party in such action is entitled to reimbursement of reasonable attorney's fees, costs, and expenses incurred.

14. GOVERNING LAW: This Agreement and any action for claims arising out of it shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably and unconditionally submit to the exclusive jurisdiction and venue (and waive any objections as to laying of venue) of (a) the United States District Court for the Northern District of California (San Francisco) or, if such court lacks subject matter jurisdiction, (b) the Superior Courts of the State of California, County of Marin.

15. NOTICES: Any notice provided for under this Agreement will be given in writing to the parties at the physical and/or email addresses set forth in the Scope of Work, or to such other addresses as either party may later specify. Notice shall be effective on the date of service if served personally, upon delivery by a nationally recognized express courier, upon receipt if mailed by certified first class U.S. mail, or upon delivery by email.

16. OTHER PROVISIONS: This Agreement, including the attached Scope of Work, constitutes the entire agreement between the parties relating to the subject matter contained herein, and supersede all prior and contemporaneous representations, agreements, or understandings between the parties, except to the extent the parties have executed a separate confidentiality or non-disclosure agreement, which shall remain in full force and effect. If any provision of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the other provisions shall remain in full force and effect. No amendment or supplement of this Agreement shall be binding unless in writing signed by both parties. No waiver of any one provision of this Agreement shall constitute a waiver of any other provision. Except for permitted successors, assigns, and WRA subsidiaries and affiliates, this Agreement shall not operate for the benefit of any third parties. Neither party may assign this Agreement without the prior written consent of the other. The section headings herein are provided for convenience, and shall not be taken into consideration in the interpretation of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the use of electronic signatures for the execution of this Agreement shall be legally binding and shall have the same full force and effect as if signatures were by hand.