

SERVICES AGREEMENT (PROFESSIONAL SERVICES)
On-Call Engineering and Multidisciplinary Professional Services
City Agreement No. _____

City Budget Code: Various CIP Expenditure Accounts

This Services Agreement (Professional Services) for On-Call Engineering and Multidisciplinary Professional Services (“**Agreement**”) by and between the City of Napa, a California charter city (“**City**”), and WMH Corporation (“**Consultant**”), is effective on the date last signed by the City, which is identified on the signature page as the “Effective Date.”

RECITALS

A. The City desires to obtain the services more particularly described in this Agreement and Exhibit “A,” and generally including professional engineering services on an on-call basis.

B. On September 4, 2025, the City issued a request for proposals for on-call professional CIP Engineering and Multidisciplinary Services, and on September 30, 2025, the Consultant submitted a proposal demonstrating the Consultant’s qualifications and experience to provide such services

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. Consultant, acting in its capacity as an engineering consultant, licensed and in good standing under California law, will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit “A”** and incorporated herein by reference (“**Services**”), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City’s authorized representative, Mike Ryan, Senior Civil Engineer (“**City’s Authorized Representative**”).

1.2. Standard of Care. In performing the Services, Consultant will meet the applicable standard of care for, and exercise the degree of skill and diligence ordinarily used by reputable professionals within the greater San Francisco Bay Area who provide the same or similar type of professional services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant’s qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

1.6. Time for Performance. Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the date and within any timeframes set forth in Exhibit “A.” Services for which times for performance are not specified in this Agreement will be commenced and completed by Consultant in a reasonably prompt and timely manner

based upon the circumstances and direction from the City's Authorized Representative. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.7. Errors and Omissions. Consultant is solely responsible for costs arising from its errors and omissions, including the direct and actual increased construction costs or delay costs if the Consultant's errors or omissions are the sole cause of any such costs. Upon City's request, Consultant will promptly correct its errors and omissions, at no cost to the City.

1.8. Unsatisfactory Services. Upon written notice from the City that any of the Services fail to comply with the requirements of this Agreement or any other legal requirement (collectively, "**Unsatisfactory Services**"), Consultant will promptly correct or cure any such Unsatisfactory Services within the time specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed \$1,000,000, without prior written authorization from the City. If the City authorizes Consultant to perform services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns Sean Charles to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing

written notice of any change to the other party.

TO CITY: Michael Ryan, Senior Civil Engineer
CITY OF NAPA
P.O. Box 660
NAPA, CA 94559-0660
mryan@cityofnapa.org

TO CONSULTANT: Sean Charles
Senior Project Manager
55 South Market Street, Suite 1200
San Jose, CA 95113

5. TERM. The term of this Agreement begins on the Effective Date, and ends three (3) calendar years from the Effective Date, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. CITY'S RIGHT TO TERMINATE. The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. DEFAULT AND DISPUTE RESOLUTION.

7.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, the City has reason to believe that Consultant will not be able to complete the Services consistent with the requirements of, or the time specified in, the Agreement, or the Consultant fails to correct work in the time specified by the City in the written notice to Consultant as set forth in Section 1.8. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session will take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement, are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

8. INFORMATION AND RECORDS.

8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure, or disclosure by Consultant is required by law or court order. If Consultant determines that disclosure of information is required by law or court order, the Consultant must first give the City notice of its intent to disclose any such information with sufficient time for the City to determine whether it may need to take protective steps, including, without limitation, by seeking a protective order or other legal relief. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product. Consultant makes no warranty that the work product is suitable for reuse by the City for any purpose unrelated to this Agreement.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.2. Name and contact information of any witness;

9.3. Name and address of the injured or deceased person(s); and

9.4. Name and address of Consultant's insurance company.

10. INDEMNIFICATION. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and reasonable attorney's fees] (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Consultant's or its subconsultants' negligence, recklessness, or willful misconduct in the performance of the Services under this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's negligence, or willful misconduct. To the extent that Services are "design professional services," as defined by Civil Code Section 2782.8, the cost to defend charged to the Consultant will not exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

11. INSURANCE. Consultant will not perform Services under this Agreement until Consultant has obtained all insurance required under Section 11 and such insurance has been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. The City of Napa is now utilizing an online insurance verification system called PINS Advantage. After being selected for an agreement with the City, Consultant/Contractor will receive an email with instructions to log into the PINS Advantage System. Consultant/Contractor shall upon receiving the email noted above, log into the system and upload Certificates of Insurance and any endorsements required by this Agreement. For questions or issues with setting up your PINS Advantage account, please contact insurancecerts@cityofnapa.org. All requirements provided in this Section must appear either in the body of the insurance policies or as endorsements and must specifically bind the insurance carrier.

11.1. Policies and Limits. Without limiting Consultant's indemnification obligations in Section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subconsultants:

11.1.1. Commercial General Liability Policy. Consultant must procure and maintain Commercial General Liability Insurance (CGL) at least as broad as CG 00 01 (occurrence form), with minimum limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury, property damage, products and completed operations, and contractual liability.

11.1.2. Automobile Liability Policy. Consultant must procure and maintain Automobile Liability Insurance at least as broad as ISO Form number CA 0001, Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles and all vehicles used in the performance of this Agreement with minimum limits not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability.

11.1.3. Workers' Compensation. Consultant must procure and maintain Workers' Compensation in such amounts as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both Consultant and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the Services and Employer's Liability with minimum limits of \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant must file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

11.1.4. Professional Liability. Consultant must procure and maintain Professional Liability Insurance appropriate to the Consultant's profession covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of the Services and any physical property damage, bodily injury or death resulting therefrom, with limits not less than \$2,000,000 per claim and in the aggregate. The policy inception date or retroactive date must coincide with or

precede the Effective Date of this Agreement (including subsequent policies purchased as renewals or replacements).

11.2. Endorsements.

11.2.1. The CGL and automobile liability policies must contain an endorsement naming the City, its officers, elected or appointed officials, employees, volunteers, and agents as covered parties for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.2.2. All policies of insurance provided by Consultant pursuant to this Agreement will be primary and non-contributory to any coverage maintained by the City. Any insurance carried by City will not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its subconsultants, affiliates, officers, directors, employees, subsidiaries, parent company, or agents, if any.

11.2.3. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured. Additionally, if the CGL insurance or other form of insurance with a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

11.3. All Policies.

11.3.1. For all insurance policies required under this Agreement, each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.3.2. Any deductible or self-insured retention will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.

11.3.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

11.3.4. The coverage types and limits required pursuant to this Agreement will in no way limit the liability of Consultant.

12. CONFLICTS OF INTEREST. Consultant represents that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant represents that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this representation, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

12.4. Subsequent Contracts. Unless otherwise specified in Exhibit "A," Consultant's duties and Services under this Agreement do not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City will at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Unless otherwise specified in Exhibit "A," Consultant's participation in the planning, discussions, or drawing of project plans or specifications will be limited to conceptual, preliminary, or initial plans or specifications. Consultant will cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement, if any.

13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Napa business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

15.2. Signatures; Electronic Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. The parties agree that this Agreement may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5.

ATTACHMENT 1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

CONSULTANT:
WMH Corporation, a California corporation

By: _____
Jessica Lowe, Public Works Director

By: _____
William Hadaya, President and CEO

Date: _____
("Effective Date")

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Christopher Diaz, Interim City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

1.0. SCOPE OF SERVICES. Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.

1.1. TYPE OF SERVICES The professional services may include, but are not limited to, the following activities conducted to industry standards:

- Public outreach/stakeholder outreach
- Preliminary and final engineering of the project of streets, highways or building facilities
- Environmental technical studies
- Environmental Document
- Environmentally sensitive areas
- Geotechnical/geology
- Street, highway & facility designs
- Pedestrian and bike path
- Risk register
- Landscaping
- Mapping including topography
- Street design, including repair/replacement of curb, gutter, sidewalk, driveways, ramps, street trees, signs, pavement, etc.
- Facility design
- Structural analysis and design
- Geotechnical/geology work
- Traffic signal design
- Striping and signage analysis
- Traffic studies
- Storm drain infrastructure analysis and design, including hydrology and hydraulic analysis
- Erosion control and design of Best Management Practices
- Floodplain analyses
- Mapping existing utilities and evaluating new/existing utility conflicts
- Right-of-Way services including R/W engineering, appraisal and acquisitions for permanent and temporary easements
- Permits from resource or other agencies as appropriate

- Constructability reviews
- Preparation of engineering plans, specifications and estimates (PS&Es) in City or other approved format, as appropriate
- Construction Support services including attendance at construction meetings, responses to requests for information, review of contract submittals, and evaluation of design changes during construction

2.0. SCHEDULE OF PERFORMANCE.

2.1. REQUESTS FOR SERVICES. Upon request by City, Consultant will provide the Services described above, beginning on February 17, 2026, and ending on February 17, 2029. The Services will be provided for a variety of individual matters, as required by the City. Upon request by the City's Authorized Representative for Consultant to perform Services for a particular matter, Consultant will provide a written estimate of the time within which Services for the matter will be completed, and the estimated cost for providing the requested Services. Following written authorization from the City's Authorized Representative, Consultant will perform and complete the Services as specified in the written authorization. Consultant is not entitled to payment for any Services performed without a written authorization, or for Services that exceed the scope of a written authorization. For purposes of this Section, the written estimate and written authorization may be provided on paper or in an electronic form.

3.0. PREVAILING WAGE COMPLIANCE. If this Agreement includes work performed during the "design and preconstruction phases of construction" (including inspection or field surveying services), as defined by "Prevailing Wage Laws" (as set forth in the California Labor Code, including section 1720 et seq.), the City hereby determines that those Services are "public works," and this Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, and all related regulations, including requirements pertaining to wages, working hours, and workers' compensation insurance, and the following provisions. Subconsultants performing "public works" under this Agreement are subject to all of the requirements of this Section.

3.1. Prevailing Wages. Consultant must comply with the prevailing wage requirements applicable in Napa County for each craft, classification, or type of worker needed to perform the Services, including employer payments for health and welfare, pension, vacation, and apprenticeship. The prevailing wage rates are on file with the City Engineer's office and are also available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each such worker the difference between the applicable prevailing wage rate and the amount actual paid to the worker.

3.2. Working Hours. Pursuant to Labor Code section 1810, eight hours of labor constitutes a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty, the sum of \$25 for each day during which a worker employed by Consultant is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such worker is paid overtime wages pursuant to Labor Code section 1815. All Services must be performed during City's regular business days and hours, except as otherwise specified in this Agreement or subject to City's prior written authorization.

3.3. Payroll Records. Consultant must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and any implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Consultant must certify under penalty of perjury that the information in the payroll is true and correct and complies with the requirements of Labor Code sections 1771, 1861, and 1815. Consultant must electronically submit certified payroll records as required by Labor Code section 1771.4(a).

3.4. Apprentices. If the total compensation payable under this Agreement is \$30,000 or more,

- Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.
- 3.5. Compliance. The Agreement is subject to compliance monitoring and enforcement by the DIR. Pursuant to Labor Code section 1725.5, Consultant must be registered with the DIR to perform public works projects, subject to any applicable exceptions, if any. Consultant must post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4. Pursuant to Labor Code section 1861, by executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Labor Code 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing performance of the work on this contract."

EXHIBIT "B"
COMPENSATION RATES AND CHARGES And AUTHORIZED EXPENSES

General Classifications		Fully Burdened Billing Rates			
		08/01/25 to 06/30/26	Escalation (5%)	07/01/26 to 06/30/27	07/01/27 to 06/30/28
PRIME: WMH					
1	Principal	\$365.00	5%	\$383.25	\$402.41
2	Senior Design Manager	\$355.00	5%	\$372.75	\$391.39
3	Senior Project Manager	\$345.00	5%	\$362.25	\$380.36
4	Senior Project Engineer	\$335.00	5%	\$351.75	\$369.34
5	Senior Consultant	\$330.00	5%	\$346.50	\$363.83
6	Senior Architect	\$330.00	5%	\$346.50	\$363.83
7	Project Manager	\$320.00	5%	\$336.00	\$352.80
8	Project Engineer	\$275.00	5%	\$288.75	\$303.19
9	Project Controls Manager	\$250.00	5%	\$262.50	\$275.63
10	Senior Transportation Planner	\$200.00	5%	\$210.00	\$220.50
11	Senior Staff Engineer	\$200.00	5%	\$210.00	\$220.50
12	Staff Engineer	\$165.00	5%	\$173.25	\$181.91
13	Senior Technician	\$165.00	5%	\$173.25	\$181.91
14	Graphics Support	\$185.00	5%	\$194.25	\$203.96
15	Project Controls Specialist	\$145.00	5%	\$152.25	\$159.86
16	Admin Support ⁽¹⁾	\$105.00	5%	\$110.25	\$115.76
17	Technician/Drafter ⁽¹⁾	\$120.00	5%	\$126.00	\$132.30
18	Transportation Intern ⁽¹⁾	\$85.00	5%	\$89.25	\$93.71
SUBCONSULTANT: Associated Right of Way Services, Inc. (ARWS)					
1	Principal Consultant	\$293.72	5%	\$308.41	\$323.83
2	Managing Consultant	\$253.66	5%	\$266.34	\$279.66
3	Consultant III	\$186.91	5%	\$196.26	\$206.07
4	Consultant II ⁽¹⁾	\$146.86	5%	\$154.20	\$161.91
5	Consultant I ⁽¹⁾	\$120.16	5%	\$126.17	\$132.48
6	Right of Way Technician ⁽¹⁾	\$106.81	5%	\$112.15	\$117.76
7	Appraiser III	\$253.66	5%	\$266.34	\$279.66
8	Appraiser II	\$186.91	5%	\$196.26	\$206.07
9	Appraiser I ⁽¹⁾	\$146.86	5%	\$154.20	\$161.91
10	Administrative Support ⁽¹⁾	\$98.80	5%	\$103.74	\$108.93
SUBCONSULTANT: Bennett Engineering Services (BEN)					
1	Engineer 10	\$341.29	5%	\$358.35	\$376.27
2	Engineer 9	\$300.33	5%	\$315.35	\$331.11
3	Engineer 8	\$245.73	5%	\$258.02	\$270.92
4	Engineer 7	\$225.25	5%	\$236.51	\$248.34
5	Engineer 6	\$193.85	5%	\$203.54	\$213.72
6	Engineer 5	\$167.91	5%	\$176.31	\$185.12
7	Engineer 4 ⁽¹⁾	\$146.07	5%	\$153.37	\$161.04
8	Engineer 3 ⁽¹⁾	\$128.32	5%	\$134.74	\$141.47
9	Engineer 2 ⁽¹⁾	\$125.59	5%	\$131.87	\$138.46
10	Engineer 1 ⁽¹⁾	\$106.48	5%	\$111.80	\$117.39
SUBCONSULTANT: Circlepoint (CP)					
1	Senior Managing Principal	\$346.50	5%	\$363.83	\$382.02
2	Senior Principal/Principal	\$288.75	5%	\$303.19	\$318.35
3	Senior Project Manager	\$267.75	5%	\$281.14	\$295.19
4	Project Manager	\$236.25	5%	\$248.06	\$260.47
5	Senior Associate	\$196.88	5%	\$206.72	\$217.06
6	Associate ⁽¹⁾	\$178.50	5%	\$187.43	\$196.80
7	Assistant/Coordinator ⁽¹⁾	\$157.50	5%	\$165.38	\$173.64
8	Art Director	\$207.38	5%	\$217.75	\$228.64
9	Sr. Graphic/Web Designers ⁽¹⁾	\$170.63	5%	\$179.16	\$188.12
10	Sr. Project Accountant	\$241.50	5%	\$253.58	\$266.25
11	Admin/Clerical ⁽¹⁾	\$173.25	5%	\$181.91	\$191.01
SUBCONSULTANT: Cinquini & Passarino (CINP)					
1	Professional Land Surveyor - Trials, Testimony, and Depositions (4 hour min.)	\$510.00	5%	\$535.50	\$562.28
2	Professional Land Surveyor - Consultant, Legal Research, and Court Exhibits	\$310.00	5%	\$325.50	\$341.78
3	Principal Professional Land Surveyor	\$310.00	5%	\$325.50	\$341.78
4	Professional Land Surveyor	\$235.00	5%	\$246.75	\$259.09
5	Staff Surveyor	\$210.00	5%	\$220.50	\$231.53
6	Survey Technician	\$185.00	5%	\$194.25	\$203.96
7	Chief Hydrographer Surveyor	\$270.00	5%	\$283.50	\$297.68
8	Assistant Hydrographer	\$190.00	5%	\$199.50	\$209.48
9	GIS Specialist	\$165.00	5%	\$173.25	\$181.91
10	Remote Pilot (incl. Mission planning, mileage, and material)	\$310.00	5%	\$325.50	\$341.78
11	Administrative Assistance	\$180.00	5%	\$189.00	\$198.45

General Classifications		Fully Burdened Billing Rates			
		08/01/25 to 06/30/26	Escalation (5%)	07/01/26 to 06/30/27	07/01/27 to 06/30/28
SUBCONSULTANT: Fehr & Peers (F&P)					
1	Principal	\$450.00	5%	\$472.50	\$496.13
2	Senior Associate	\$325.00	5%	\$341.25	\$358.31
3	Associate	\$280.00	5%	\$294.00	\$308.70
4	Senior Engineer/Planner	\$230.00	5%	\$241.50	\$253.58
5	Engineer/Planner	\$190.00	5%	\$199.50	\$209.48
6	Senior Engineering Technician	\$245.00	5%	\$257.25	\$270.11
7	Senior Project Accountant	\$180.00	5%	\$189.00	\$198.45
8	Senior Project Coordinator	\$215.00	5%	\$225.75	\$237.04
9	Project Coordinator	\$180.00	5%	\$189.00	\$198.45
10	Technician	\$185.00	5%	\$194.25	\$203.96
11	Intern	\$150.00	5%	\$157.50	\$165.38
SUBCONSULTANT: GSM Landscape Architects, Inc. (GSM)					
1	Principal Landscape Architect	\$185.00	5%	\$194.25	\$203.96
2	Staff Landscape Architect/ Senior Project Manager	\$135.00	5%	\$141.75	\$148.84
3	Project Manager	\$125.00	5%	\$131.25	\$137.81
4	Graphic Specialist	\$115.00	5%	\$120.75	\$126.79
5	Landscape Designer	\$100.00	5%	\$105.00	\$110.25
6	Technical Draftsperson/CAD	\$90.00	5%	\$94.50	\$99.23
7	Administration	\$70.00	5%	\$73.50	\$77.18
SUBCONSULTANT: Matteoni, O'Laughlin, & Hechtman⁽³⁾ (MOH)					
1	Norman Matteoni	\$675.00	5%	\$708.75	\$744.19
2	Peggy O'Laughlin	\$650.00	5%	\$682.50	\$716.63
3	Gerry Houlihan	\$625.00	5%	\$656.25	\$689.06
4	Paralegal	\$125.00	5%	\$131.25	\$137.81
5	Clerk	\$75.00	5%	\$78.75	\$82.69
SUBCONSULTANT: Parikh Consultants, Inc. (PCI)					
1	Principal in Charge	\$385.00	5%	\$404.25	\$424.46
2	Sr. Project Engineer/ QA QC Manager	\$305.00	5%	\$320.25	\$336.26
3	Senior Engineer II	\$305.00	5%	\$320.25	\$336.26
4	Senior Engineer I	\$275.00	5%	\$288.75	\$303.19
5	Senior Project Engineer	\$245.00	5%	\$257.25	\$270.11
6	Project Engineer	\$230.00	5%	\$241.50	\$253.58
7	Project Geologist/CEG	\$230.00	5%	\$241.50	\$253.58
8	Project Geologist	\$215.00	5%	\$225.75	\$237.04
9	Senior Staff Engineer/PE	\$200.00	5%	\$210.00	\$220.50
10	Staff Engineer	\$185.00	5%	\$194.25	\$203.96
11	Field Engineer/Geologist	\$215.00	5%	\$225.75	\$237.04
12	Lab Technician	\$155.00	5%	\$162.75	\$170.89
13	Drafting/Cadd Tech	\$185.00	5%	\$194.25	\$203.96
14	Project Control	\$305.00	5%	\$320.25	\$336.26
15	Technical Editor	\$140.00	5%	\$147.00	\$154.35
16	Field Engineer ⁽²⁾	TBD	5%	TBD	TBD
SUBCONSULTANT: WRA Environmental (WRA)					
1	Principal/Director	\$313.00	5%	\$328.65	\$345.08
2	Senior Associate	\$272.00	5%	\$285.60	\$299.88
3	Associate	\$229.00	5%	\$240.45	\$252.47
4	Senior Scientist	\$209.00	5%	\$219.45	\$230.42
5	Scientist	\$192.00	5%	\$201.60	\$211.68
6	Senior Technician	\$165.00	5%	\$173.25	\$181.91
7	Technician	\$136.00	5%	\$142.80	\$149.94
8	GIS Professional III	\$219.00	5%	\$229.95	\$241.45
9	GIS Professional II	\$209.00	5%	\$219.45	\$230.42
10	GIS Professional I	\$192.00	5%	\$201.60	\$211.68
11	GIS Senior Technician	\$165.00	5%	\$173.25	\$181.91
12	GIS Technician	\$144.00	5%	\$151.20	\$158.76
13	Senior Engineer	\$289.00	5%	\$303.45	\$318.62
14	Senior Associate Engineer	\$281.00	5%	\$295.05	\$309.80
15	Associate Engineer	\$246.00	5%	\$258.30	\$271.22
16	Engineer II / Geomorphologist II	\$219.00	5%	\$229.95	\$241.45
17	Engineer I /Geomorphologist I	\$197.00	5%	\$206.85	\$217.19
18	Assistant Engineer II	\$177.00	5%	\$185.85	\$195.14
19	Assistant Engineer I	\$154.00	5%	\$161.70	\$169.79
20	Senior Field Technician	\$192.00	5%	\$201.60	\$211.68
21	Field Technician	\$144.00	5%	\$151.20	\$158.76
22	Senior Project Biologist ⁽¹⁾	\$134.00	5%	\$140.70	\$147.74
23	Project Biologist ⁽¹⁾	\$112.00	5%	\$117.60	\$123.48
24	Clerical Support ⁽¹⁾	\$100.00	5%	\$105.00	\$110.25

Notes:

- (1) Classification includes non-exempt personnel subject to overtime. Overtime is at a rate of 1.5 and 2 times the rates shown, in accordance with California Labor Code Section 510.
- (2) Prevailing wage will apply to field personnel performing Materials Testing work with the project-specific determination per the Dept. of Industrial Relations (DIR) requirements.
- (3) Rates above apply to general condemnation, advice, counsel, and pleadings but not actual trial work. Rate for time in trial will be billed at addl. \$50/hr.

MH (Prime)

Travel (mileage, tolls, parking, etc.)	Actual Cost (Mileage at IRS Rate)
Lodging*	Actual Cost
Express Shipping	Actual Cost
In-House Reproduction	\$0.10/page black and white, \$0.50/page color
External Reproduction	Actual Cost

ARWS (Subconsultant)

NA	NA
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BENEN (Subconsultant)

Mileage	IRS Rate
External Reproduction	Actual Cost
Express Shipping	Actual Cost

Cinquini and Passarino, Inc. (Subconsultant)

1 Person GPS Party	\$255/hour (Includes vehicles, equipment, mileage, material)
2 Person Field Party (Consists of party chief and chainman)	\$360/hour (Includes vehicles, equipment, mileage, material)
3 Person Field Party (Consists of party chief, 2 chainmen or chainman and flagperson)	\$490/hour (Includes vehicles, equipment, mileage, material)
Outside contract work	At Cost
GEDO Scan Equipment	Actual Cost
UAS Equipment	\$750/day or Actual Cost
Multibeam Survey Vessel Equipment	\$2,000/day or Actual Cost
Singlebeam Survey Vessel Equipment	\$1,500/day or Actual Cost
Overtime Work	1.2x Base Rate
Over 8 Hours on Saturday, all day on Sundays or Holiday	1.4x Base Crew Rate
Night Work (shifts starting after 4 PM or before 5AM)	10% additional over Base Rate
Travel Time for 2-Person Crew (<i>beyond 1 hr travel outside of an 8 hr workday</i>)	\$158/hour

Circlepoint (Subconsultant)

Black and White Prints/Copies, In House	\$0.20+ per page, depending on paper size
Color Prints/Copies, In House	\$1.89-\$3.49 per page, depending on paper size
Translation	\$0.27-\$0.54 per word, depending on language
Interpretation	\$150-\$250/per hour
Postage	Actual Cost
Phone line setup for the public	Actual Cost
Mileage	IRS Rate
Online Surveys	\$60 each
Project Email Account	At Cost
Eblasts	\$20 each
Web Hosting	\$300/per year
Domain	\$20-25/per year
SSL Certificate	\$75/per year
Vendor & Subconsultant Services	At Cost
AV/Equipment Rental	At Cost

Fehr and Peers (Subconsultant)

Mileage	IRS Rate
Postage	Actual Cost
Intersection Turning Moving Counts	\$450/Intersection
Roadway Segment Daily Counts	\$500/Segment

GSM (Subconsultant)

Photocopies B&W	Letter size \$.20/each, Tabloid size \$1.00/each
Photocopies Color	Letter size \$1.25/each, Tabloid size \$3.00/each
External Reproduction	At Cost
Postage/Delivery	At Cost
Travel Expenses (Mileage, Lodging) *	At Cost (Mileage at IRS Rate)

Matteoni O'Laughlin & Hechtman (Subconsultant)

Mileage	IRS Rate
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PARIKH (Subconsultant)

Mileage	IRS Rate
Permits	At Cost
Exploration Costs	At Cost
Grouting of Holes (per foot)	At Cost
Cutting Disposal	At Cost
Traffic Control	At Cost
Reproduction (outside)	At Cost
Independent Laboratory testing (rates for test types vary)	At Cost
Hazardous Materials Testing (outside services)	At Cost
Equipment rental and outside charges (drilling equipment, etc.)	At Cost
Printing	At Cost
Field Explorations	At Cost
Construction Phase: Field personnel over 8 hours/day and Saturdays. Construction Phase: Field personnel	1.5 x Hourly Rate (Prevailing wage dictates field rates where applicable 2 x Hourly Rate (Prevailing wage dictates field rates where applicable
Sunday work	dictates field rates where applicable

WRA (Subconsultant)

Travel (Tolls/Parking/Mileage/Lodging/Meals & Incidentals) *	At Cost (Mileage at IRS Rate)
Postage/Courier	At Cost
Copy Service	At Cost
4x4 Truck	\$150-200/per day or Actual Cost
GPS Unit	150/per day or Actual Cost
Smith-Root Electrofisher	350/per day or Actual Cost
Drone	350/per day or Actual Cost
Pix4D Report	100/per day or Actual Cost
Bat Detectors	150/per day or Actual Cost
Wildnote Data Collection	15/per day or Actual Cost
Aquatic Decontamination Fee	20/per day or Actual Cost

* Any lodging expenses must be approved by City prior to incurring the expense