

CURRICULUM VITAE

PHILIP D. DREGGER, P.E.

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EDUCATION

- 1978 Master of Science in Civil Engineering
 University of Minnesota - Minneapolis
- 1976 Bachelor of Science in Civil Engineering
 University of Minnesota - Minneapolis

REGISTRATIONS

Professional Engineer (PE), State of Nevada, No. 20121, June, 2009
Registered Roof Consultant (RRC), No. 0027, March, 1993
Professional Engineer (PE), State of California, No. C45646, August, 1990
Certified Roof Consultant (CRC), No. 0027, October, 1989
Professional Engineer (PE), State of Minnesota, No. 14746, February, 1981

PROFESSIONAL AFFILIATIONS

- Roof Consultants Institute (1984 - Present)
 Director (1990 - 1993)
 Education Task Force (1992 - 1997)
 Fellow (1997)
- ASTM Committee D-8 (1990 - Present)
 Member
- Roofing Industry Committee On Weather Issues (1992 - Present)
 Executive Committee, RCI Representative (1992 - Present)
 Researcher, Wind Event Investigation Program (1996 - Present)
 Treasurer, Executive Committee (1992 - 1996)
 Steering Committee, Edge Flashing Research Project (1994 - 1996)
- Roof Industry Educational Institute (1993 - 2001)
 Faculty Member
- American Association for Wind Engineering (1993 - 1997)
 Member

EMPLOYMENT EXPERIENCE

- 1991 - Present President - Technical Roof Services, Inc. (TRS), Concord, California
Vice President - Pacific Building Consultants, Inc. (PBC), Concord, California
Develop company goals and monitor performance. Provide full range of roof, waterproofing, and building integrated photovoltaic (BIPV) roofing consulting services including condition evaluations, failure investigations, defect inspections, expert witness, construction documents, and observation of construction activities.
- 1989 - 1991 Senior Engineer
Wiss Janney Elstner Associates Inc., Emeryville, California
Performed condition studies of exterior building envelopes and developed repair procedures. Investigated roofing, waterproofing, and facade failures and provided expert testimony. Served as project manager responsible for cost control, client liaison and quality assurance during construction.
- 1988 - 1989 Manager, Construction Materials Department
Twin City Testing Corporation, St. Paul, Minnesota
Developed strategic business and marketing plans. Monitored and controlled financial performance of department's four profit centers. Restructured department and implemented total quality system. Investigated concrete, masonry, roof, and waterproofing failures.
- 1984 - 1988 Supervisor, Roofing Department
Twin City Testing Corporation, St. Paul, Minnesota
Guided development and growth of roof engineering and testing services. Provided expert testimony on roofing failures, technical and administrative supervision for department and training of engineering staff.
- 1981 - 1984 Project Engineer, Soils and Geology Department
Twin City Testing Corporation, St. Paul, Minnesota
Coordinated and directed QC testing services (i.e. soils, concrete, reinforcing steel and NDT) for major construction projects. Investigated and recommended repairs for foundation and materials related conditions including moisture intrusion.
- 1978 - 1981 Civil Engineer, Soils and Geology Department
Twin City Testing Corporation, St. Paul, Minnesota
Performed engineering and construction observations on geotechnical and earthwork projects. Expertise in embankment building foundations, retaining walls, below-grade waterproofing, and pre-stressed rock anchors.

PUBLICATIONS (partial list)

- “Rooftop Photovoltaics” Proceedings 24th RCI International Convention, March 12-17, 2009, Dallas, TX.
- “California Energy Code – 2008 Updates” Western Roofing Magazine, November/December 2008.
- “California Cool Roofs: A Snapshot of Installed Costs,” Western Roofing Magazine, November/December 2006.

PUBLICATIONS (continued)

“Hurricanes Charley and Ivan Investigation Report,” RICOWI Wind Investigation Program Report, March 2006, authored 1 of 9 Report Sections.

“The Wind Investigator – How to Approximate Wind Velocities at Roof Level,” RCI Interface, October, 2005.

“Lessons Learned from Florida Hurricanes”, RCI Interface, February 2005, co-authors: Lynne Christensen, Dave Roodvoets, et al.

“Air Infiltration–The Enemy of Wind Resistance & Condensation Control”, RCI Interface, June 2002.

“Steep Roofing-Underlayment Upgrades that Sometimes Aren't”, Western Roofing, January/February 2001 (reprinted in Copper and Common Sense, 8th Edition, 2005, 5.A.4ff).

“Avoiding Cracks – Meeting Deflection Criteria may not be Enough for Concrete Decks”, Architectural West, November/December, 1999.

“Comparing SBS and SEBS Polymers – Factual Statements can Still be Misleading”, RCI Interface, October 1998.

“Heavy Duty Walkways — A Simple Suggestion for 'Jolt-Less' Protection”, Western Roofing, January/February, 1997.

“Lightweight Decks and FMRC Approvals”, RCI Interface, September, 1996.

“Roof Coatings – Selection of Roof Coatings can be Confusing”, Western Roofing, March/April, 1995.

“Asking the Impossible — Merging Wood Decks and FM Approved Assemblies is Sometimes Impossible”, Western Roofing Magazine, Jan/Feb, 1994.

“Hurricane Force, Understanding and Minimizing the Risk of Wind Damage”, Western Roofing, Nov/Dec 1992 (Part I) and Jan/Feb 1993 (Part II).

“Role of Air-Retarders Deserves Closer Scrutiny”, Professional Roofing, October, 1991 (Listed as reference document in ANSI/SPRI RP-4-1997 “Wind Design Standard for Ballasted Single Ply Roofing Systems”).

“Acrylic Roof Coatings — Not a Quick Fix for Bad Damage”, RSI Magazine, October, 1990.

“Cold Weather Roofing Failures”, Proceedings - ASCE Cold Regions Engineering Conference, University of Minnesota, February, 1989, co-author Richard Knatterud.

“What Seems to be the Problem”, Roofer Magazine, February, 1988.

PRESENTATIONS (partial list)

2009 Title 24 Part 6 – 2008 Energy Code Updates”
RCI, San Francisco & San Diego, California.

2008 “Rooftop Photovoltaic – How To Save Money on Energy and Avoid Spending It All On Roof Repairs”, RICOWI Seminar, Charleston, South Carolina.

PRESENTATIONS (continued)

- 2008 "California Cool Roofs – 2008 Energy Code Updates"
WESTCON Meeting, Oakland, California.
- 2007 "Wind Design - ASCE 7-05, Minimum Design Loads for Buildings and Other Structures" RCI SoCal Chapter 'Road to the RRC' Lecture Series, Los Angeles, California
- 2006 "Cool Roofs and Code in California – A Consultant's Perspective,"
RCI Convention, Phoenix, Arizona
- 2005 "Performance of Low-Sloped Roofs during Hurricane Ivan – Team 4," Preliminary Report, RICOWI Wind Investigator Program, Miami, Florida
- 2004 "Reroofing & Re-Waterproofing – How to Select Appropriate Systems"
RCI Winter Workshop, Honolulu, Hawaii
- 2003 "Roof Moisture Surveys – How Do Different Methods Compare?"
RCI/WSRCA Convention, Las Vegas, Nevada
- 2002 "Why Roofs Leak"
Association of Facility Engineers, Santa Clara, CA
- 2002 "Retrofitting with Lightweight Insulation Concrete – Tips to Avoid Surprises"
RCI Winter Workshop, Honolulu, Hawaii
- 2002 "Condensation – The Hidden Source of Moisture"
ASCE Forensic Engineering Technical Group, Irvine, California
- 2000 "Roof Wind Damage – Causes and Progression"
RICOWI Wind Investigation Program, Reno, Nevada
- 1999 "Code Considerations" and "Life Cycle Costing" Lectures
Roofing 2000 Seminar, San Mateo, California
- 1999 "Roof Wind Design" and "Thermal Insulation" Lectures
RCI Advanced Roof Consulting, Oakland, California
- 1998 "Condensation in Non-Vented Roofs"
RCI Building Envelope Symposium, Chicago, Illinois
RCI Building Envelope Symposium, Oakland, California
- 1997 "Beyond 1-90, New FMRC 1-120, 1-150 and 1-180 Ratings"
RCI Technology Update, Oakland, California
- 1996 "Ways to Limit Contractor Liability"
National Roofing Legal Resource Center, Palm Springs, California
- 1996 "Roof Wind Damage Investigations"
RICOWI Wind Investigation Program, Oak Ridge National Laboratory, Oak Ridge, Tennessee
- 1995 "Roof Wind Damage — How It Starts and Progresses"
RICOWI Training Course, Ottawa, Canada
- 1995 "A Survey of Built-Up Roof Systems"
American Institute of Architects, Oakland California Chapter
- 1995 "Failures Due to Sun, Wind and Salt Air"
RCI Building Envelope Symposium, Southern California
- 1994 "Roof Coatings — A Consultant's Perspective"
Roof Coating Manufacturers Association

PRESENTATIONS (continued)

- 1994 "Tile Fastening Considerations"
Roof Consultants Institute, Oakland, California
- 1993 "Assessing Wind Damages - Hurricane Iniki"
Roof Consultants Institute, Honolulu, Hawaii
- 1993 "Roping In An Ally — The Professional Roof Consultant"
Single Ply Roofing Institute's 11th Annual Conference
- 1992 "Roof Decks and Ballasted Single Plys"
Western States Roofing Contractor's Association, Annual Convention

ACADEMIC HONORS

Graduated first in Civil Engineering, Class of 1976, University of Minnesota
Awarded Sommerfeld Grant for Academic Achievement
American Society of Civil Engineering Student Award

INDIVIDUAL AWARDS

- 1997 "Fellow of the Institute"
Roof Consultants Institute
- 1992 - 1993 "Outstanding Volunteer Award"
1994 - 1996 Roof Consultants Institute
- 1985 "Young Engineer of the Year Award"
Society of American Military Engineers

SPECIAL PROJECTS

- 2006 **Patent Infringement** – Validity analysis of patent involving tile roof systems.
- 2005 – **CA Title 24 Part 6** – Technical assistance to association of roof manufacturers
Present regarding California Energy Code (CA Title 24 Part 6)
- 2004 **Hurricane Damage (Ivan)** – Team leader, investigator and report writer as part of
Department of Energy/RICOWI study of roof system performance in Pensacola,
Florida in wake of Hurricane Ivan.
- 2000 – **Manufacturer's Advisory Panels** - Invited to participate as consultant on advisory
2006 panels to manufacturers regarding attributes and limitations of current and proposed
roof products (Johns Manville, Georgia Pacific, CertainTeed)
- 1989 – **University of California** - Condition evaluations, leakage investigations, specifica-
Present tions and drawings, repair recommendations regarding roof and waterproofing
considerations for several Halls on the Berkeley campus.
- 1999 – **County of Santa Cruz** - Schematic design, contract documents and construction
Present observations for several reroof projects over critical facilities. Design requirements
included completion of documents in a three-week period and restrictive controls on
"fume" and "noise" generation during reroof work.

SPECIAL PROJECTS (continued)

- 1996 – 1998 **San Francisco City Hall Restoration** - Member of consultant team for project that received the Building Design and Construction "Reconstruction Project" Award and the National Trust for Historic Preservation Honor Award.
- 1991 – 1998 **Mervyn's Stores** – Technical assistance on several projects including leak investigation, condition evaluation, reroof consideration, and earthquake damage.
- 1992 – 1997 **Pacific Bell Facilities, Northern California** – Schematic design, contract documents, and construction observations for several reroof projects of critical facilities including high-rise metropolitan and remote mountainous sites. Special design requirements to maintain weather protection during code level windstorms and moderate seismic events.
- 1997 **Spelling Mansion, Los Angeles, California** – Expert consulting and trial testimony regarding roof systems on Los Angeles, California, Spelling Residence.
- 1995 **Disney Sound Stages 6 & 7** – Design and consultation services regarding PVC roof and building envelope.
- 1991 – 1994 **Kaiser Medical Centers** - Roof management programs for seven (7) medical centers with over 300 roofs and more than 800,000 square feet of roofing.
- 1995 - Present **Historic Preservation** - Technical consulting and reroof document preparation regarding reroofing of historic structures. Roof systems include clay tile, sculpted wood shingles, slate, tin and flat-seam copper.
- 1989 – Present **Dispute Resolution** – Expert consulting and expert witness assistance regarding roof and waterproofing legal claims. Participated in mediations, settlement conferences, arbitrations, depositions and/or trial testimony in over 50 actions.
- 1989 – Present **Insurance Claims** – Investigation into causes and extent of damage claims to low-sloped roofs, steep-sloped roofs, and to waterproofing systems due to hail, wind, and fire.
- 1997 **NFPA Firewise Construction** – Technical input and peer review for National Fire Protection Association (NFPA) task group for "Firewise Construction" videotape series.
- National Wind Design Standards** – Participated on canvassing committees and assisted in development of commentaries:
- 2003 ANSI/SPRI ES-1 "Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems.
- 1996 - 2001 ANSI/SPRI RP-4-1997 "Wind Design Standard for Ballasted Single-Ply Roofing Systems."
- 1994 - 1996 **Wind Research Project** – Served on Steering Committee for Roof Edge Metal Research at Texas Tech University in Lubbock, Texas.
- 1996 **NRLRC Mock Trial** – Invited to participate as expert witness in mock trial as part of National Roofing Legal Resource Center Seminar "Ways to Limit Contractor Liability" in Palm Springs, California.
- 1994 **Earthquake Damage** – Assistance to client on Southern California low-sloped and steep-sloped roof projects after Northridge Earthquake.
- 1993 **Hurricane Damage** – Assessment of wind damages to roofs on island of Kauai, Hawaii, following Hurricane Iniki.

TRS

TECHNICAL ROOF SERVICES, INC.

Roof and Waterproofing Consultants

A DNG Group Company

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ADDITIONAL PROVISIONS – Attachment 1

FEE SCHEDULE

Dregger, Goveia, Nelson (Senior Consultants ¹)	\$ 160/hour
Expert Assistance *	\$ 275/hour
Senior Consultants ²	\$ 140/hour
Consultant	\$ 125/hour
Technical Representative – Level III	\$ 115/hour
Technical Representative – Level II	\$ 105/hour
Technical Representative – Level I	\$ 90/hour
Technical Support	\$ 90/hour
CAD Manager	\$ 90/hour
Senior / CAD Operator	\$ 60/hour
Non-Technical Support	\$40 - \$55/hour
Moisture Surveys	Special Quote
Reimbursable Expenses **	Cost + 10%
Mileage	\$.50/mile
Subcontractors	Cost + 25%

Labor invoicing includes all project related time (e.g. telecoms, preparation, travel time, site time, office time, etc.).

**Expert Assistance: After Expert disclosure our consulting rate is \$275 per hour for all services. Should the project require testimony prior to expert disclosure, testimony or arbitration or mediation is at the rate of \$275 per hour for all services for preparation within two (2) weeks prior and these services tasks are at \$275 per hour. All testimony fees are at Expert Rate, whether or not disclosed or declared as expert. Unless otherwise agreed in writing, payment of all such fees are due at the beginning of and as a condition precedent to the deposition.*

***Reimbursable Expenses include but are not limited to the following: long distance transportation and living expenses in connection with out-of-town travel; long distance communications; photographs and development; mileage; color copies; client request for additional copies; overnight mailings and courier; reproductions, postage, and handling of drawings, specifications and other documents; laboratory tests; renderings, models and mock-ups requested by the Client; change in or additional insurance coverage, limits or provisions, required by the Client in excess of that normally carried by TRS.*

Terms: All invoices are due and payable within 30 days of receipt. Technical Roof Services, Inc. reserves the right to access late charges up to 17% per annum on all amounts past due.

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Website: <http://www.trsproof.com>

Corporate Office: 2339 Stanwell Circle, Suite A • Concord, California 94520-4875 • (925) 356-7770 • Fax (925) 356-7776
Sacramento Area Office: 1431 Merry Knoll Road • Auburn, California 95603-7708 • (530) 823-3628 • Fax (530) 885-6132

1.0 SCOPE & RESPONSIBILITIES OF TECHNICAL ROOF SERVICES, INC. (TRS)

- 1.1 The scope of TRS's services to be provided will be those specifically proposed and agreed upon for a particular project. "Project" is defined as TRS's commissioned service by a client. TRS's services including consultation are advisory, offering opinions to assist clients in making informed decisions. The scope of TRS's services may also consist of services indicated under Additional Services, or as noted in attachments or written amendments.
- 1.2 TRS's services will be performed at direction of Client with reasonable promptness within our scheduling commitments and consistent with reasonable skill and care in the orderly progress of the work.
- 1.3 TRS will rely on representations made by the Client, product manufacturers and other parties in carrying out its duties and shall be entitled to rely upon such information.

2.0 CLIENT'S RESPONSIBILITIES

- 2.1 The Client shall provide full information setting forth the Client's and, where applicable, the Owner's objectives, schedule, constraints, budget with reasonable contingencies, and criteria.
- 2.2 Client shall furnish information and shall render decisions and approvals as expeditiously as necessary for the orderly progress of TRS's Services under this Agreement, and within any time limits set forth in any agreed schedule.
- 2.3 Client agrees to provide suitable and safe access to the roof or wall areas for personnel (e.g., scaffolding, man-lift, and safety lines/belts). Client also shall provide barricades and a responsible person at ground level to prevent people from entering the area below investigation activities.
- 2.4 Client understands and agrees that TRS will not control and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with any construction activity and work.
- 2.5 Client understands and agrees TRS shall have no duty and responsibility for the discovery, testing, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form, including but not limited to: asbestos, lead, mold, polychlorinated biphenyl (PCB).
- 2.6 Client agrees to provide and furnish any services needed related to engineering (e.g., seismic analysis, mechanical, electrical, or structural evaluation).

3.0 TRS' DOCUMENTS

- 3.1 Reports, notes, diagrams, communication documents, photographs, drawings and specifications prepared by TRS are drafts and are not to be deemed final until final construction and Record Documents are authorized, prepared and finalized by TRS and all payments due TRS from Client have been made. All such items shall remain the property of TRS whether or not the Project for which they are made is executed. TRS shall be deemed the author and owner of these documents and shall retain copies, including reproducible copies for information and reference. None of such items may be used by Client or any third party except with respect to the Project for which it was prepared. Submission or distribution to meet official regulatory requirements or in connection with the Project is not to be construed as publication.
- 3.2 Copyrightable works, ideas, conceptualizations, discoveries, inventions, applications for patents, and patents are referred to herein as "Intellectual Property." Any and all Intellectual Property created by TRS for the Project for which engaged or created by TRS for any other project, and any improvements to Intellectual Property, further inventions or improvements, and any new items of Intellectual Property discovered or developed by TRS, shall be the property of TRS. Provided, however, that, upon payment to TRS by Client of all sums due, TRS grants to Client for the term of this Agreement and any extensions or renewals a non-assignable and non-sublicensable irrevocable royalty free license to make, use, and/or sell products and services derived from any such Intellectual Property.

4.0 INDEMNIFICATION BY CLIENT

- 4.1 The Client agrees to indemnify TRS and TRS's agents, employees, officers, directors, shareholders and contractors ("the Indemnified Parties") from and hold them harmless against any and all liabilities, losses, costs, expenses, damages or judgments against the Indemnified Parties or which the Indemnified Parties may suffer as a result of claims or demands of any person or persons, agents, contractors or subcontractors, whether as a result of injury to their person or damage to their property, arising out of any act or omission by the Client or any of the Client's agents, employees, contractors or subcontractors. Client waives any liability on the part of TRS and agrees to indemnify and hold the Indemnified Parties harmless against any third party claims (including without limitation claims by Client's contractor) relating to construction projects arising out of or related to work done by TRS or the use of documents created by TRS if TRS is not engaged to provide recommended services during construction, recommended in-progress updates to Work In Progress and instruments of service during and after construction and completion of Record Documents. Where Client contract or provisions requires TRS obligation or duty to indemnify and or defend Client, it shall only be to the extent such matters are ultimately first determined by the Court to be caused solely by TRS negligence.
- 4.2 If the Indemnified Parties incur any expenses, including without limitation reasonable attorneys' fees of counsel of their choice, or court costs, in defending, adjusting or compromising in TRS' sole discretion any matters specified in paragraph 4.1 of this agreement, the Client agrees to reimburse TRS for such expenses upon demand.

5.0 MISCELLANEOUS PROVISIONS

- 5.1 THIS AGREEMENT REPRESENTS THE ENTIRE INTEGRATED AGREEMENT BETWEEN THE CLIENT AND TRS AND SUPERSEDES ALL PRIOR NEGOTIATIONS, REPRESENTATIONS, OR AGREEMENTS, EITHER WRITTEN OR ORAL. THIS AGREEMENT MAY BE AMENDED ONLY BY WRITTEN INSTRUMENT SIGNED BY CLIENT AND TRS. SHOULD THIS AGREEMENT CONFLICT WITH OTHER PROVISIONS OF ANY OTHER DOCUMENT TO WHICH TRS IS BOUND, THE PROVISIONS OF THIS AGREEMENT SHALL CONTYROL.**
- 5.2 The provisions of this Agreement shall survive the execution of TRS's Services or the termination of this Agreement for any reason.
- 5.3 If any provision of this Agreement, or the application of such provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected.
- 5.4 If TRS is requested to offer its opinion or interpretation of matters concerning performance of work practices by third parties, TRS may respond or not respond, in its discretion, and TRS shall not be liable for results of interpretation or opinions so rendered.
- 5.5 Budget costs projected by TRS are not cost estimates. TRS has no control over the cost of labor, materials or equipment, the contractor's methods of determining bid prices, or competitive bidding, market or negotiating conditions. Accordingly, TRS advises Client that bids or negotiated prices may vary from any budget costs provided by TRS.
- 5.6 Nothing contained in this Agreement shall create a contractual relationship with or create any rights in any person or entity which is not a party to this Agreeemnt.
- 5.7 In any dispute between the parties, the prevailing party shall be entitled to recover from the other party all reasonable expenses, including, without limitation, costs and reasonable attorneys' fees. "Prevailing Party" shall include, without limitation, a party who dismisses an action or releases a claim in exchange for all or any part of sums allegedly due, performance of covenants allegedly breached or any other consideration.

6.0 FEES AND COMPENSATION

- 6.1 TRS shall be entitled to compensation in accordance with this Agreement: (a) For all services performed whether or not a construction project has commenced. If and to the extent that the time initially established in this Agreement is exceeded or extended through no fault of TRS, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in 8.1; The Client is responsible for payment to TRS for TRS's time charges and expenses resulting from litigation and response to subpoenas issued by any party in conjunction with services provided pursuant to this agreement. Such compensation shall be based on Fee Schedules in effect at the time the service is provided.
- 6.2 TRS's fees shall be paid monthly, based on the hourly rates indicated for individuals. Payment is not dependent on submission of any document or report or completion of any specific task.
- 6.3 In the event of untimely payment by the Client or insurance companies, TRS may require an additional retainer fee in an amount not less than \$2,500 or we may suspend work on the case with three days' notice, at TRS's option. Project retainer fees are held by TRS in full until our final project invoice or any outstanding invoices are paid, at which time it will be credited against the final invoice and any remaining funds returned.

7.0 ADDITIONAL SERVICES

- 7.1 If more TRS time for project representation or internal control is required beyond the proposed anticipated time, including without limitation time required after completion of TRS's work, TRS shall be compensated in accordance with TRS's then current Fee Schedule.
- 7.2 Additional Services include but are not limited to: travel, site visits, additional submittal reviews, change orders and construction change directives, contractor proposal evaluation, documentation, follow-up construction disputes, safety preparation and protection on-site and expert assistance.

8.0 LIMITATION OF LIABILITY AND VENUE

- 8.1 In no event shall TRS be liable for any lost profits, lost savings, or other special, indirect, incidental or consequential damages however caused, whether for breach of warranty, breach of contract, tort, professional liability, strict liability or otherwise, whether or not TRS has been advised of the possibility of such damages.
- 8.2 TRS'S LIABILITY FOR DAMAGES CAUSED BY ITS ACTS OR FAILURES TO ACT UNDER THIS AGREEMENT, INCLUDING PROFESSIONAL LIABILITY AND NEGLIGENCE, IS LIMITED TO 100% OF THE FEES ACTUALLY PAID TO TRS BY THE CLIENT PURSUANT TO THIS AGREEMENT.**
- 8.3 Any legal action against TRS in connection with this agreement or TRS's performance, whether for breach of contract, professional liability, negligence or otherwise, shall be commenced if at all within one (1) year after completion of TRS's work under this agreement.
- 8.4 Venue for any action against TRS in connection with this agreement shall be exclusively in Contra Costa County, California, if in State court, or in the Northern District of California, if in federal court.