

**CITY OF CALISTOGA
DESIGN PROFESSIONAL SERVICES AGREEMENT**

RE: Kimball Reservoir Intake Tower, Drain Valve and Piping Improvements

THIS AGREEMENT is entered into as of the _____ day of _____, 2013 by and between the CITY OF CALISTOGA ("City"), a California municipal corporation, and URS Corporation, a Nevada Corporation, dba URS Corporation Americas, ("Design Professional").

Recitals

WHEREAS, City desires to obtain environmental review, permitting and design engineering services in connection with the replacement of the Kimball Reservoir Intake Tower, Drain Valve and Piping Improvements; and

WHEREAS, Design Professional hereby warrants to the City that Design Professional is skilled and able to provide such services described in Section 1 of this Agreement; and

WHEREAS, City desires to retain Design Professional pursuant to this Agreement to provide the services described in Section 1 of this Agreement.

Agreement

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Scope of Services. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Design Professional shall perform the services set out in the "Scope of Work" attached hereto as Exhibit "A."

2. Time of Performance. The services of Design Professional are to commence within 10 days of receiving the City's Notice to Proceed and be completed no later than June 30, 2014. Design Professional shall perform its services in accordance with the schedule attached hereto as Exhibit "B." Any changes to the dates in this Section or Exhibit B must be approved in writing by the City.

3. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Design Professional, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit "C." However, in no event shall the amount City pays Design Professional exceed One Hundred Eighty Thousand Four Hundred Ninety Five Dollars (\$180,495). Payment by City under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment.

B. Timing of Payment. Billing for said services shall be made once at the conclusion of the work and submittal of the records and any appropriate report. City shall review Design Professional's billing statement and pay Design Professional for services rendered

within 45 days of receipt of a complete billing statement that meets all requirements of this Agreement.

C. Changes in Compensation. Design Professional will not undertake any work that will incur costs in excess of the amount set forth in Paragraph 3(A) without prior written amendment to this Agreement.

D. Taxes. Design Professional shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Design Professional.

E. No Overtime or Premium Pay. Design Professional shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Design Professional shall not receive a premium or enhanced pay for work performed on a recognized holiday. Design Professional shall not receive paid time off for days not worked, whether it is in the form of sick leave, administrative leave, or for any other form of absence.

F. Litigation Support. Design Professional agrees to testify at City's request if litigation is brought against City in connection with Design Professional's report. Unless the action is brought by Design Professional or is based upon Design Professional's negligence, City will compensate Design Professional for the preparation and the testimony at Design Professional's standard hourly rates, if requested by City and not part of the litigation brought by City against Design Professional.

4. Amendment to Scope of Work. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Design Professional. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of the Design Professional to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum merit, etc. for work done without the appropriate City authorization.

5. Duties of City. City shall provide all information requested by Design Professional that is reasonably necessary to performing the Scope of Work. City retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement.

6. Ownership of Documents.

A. The plans, specifications, estimates, programs, reports, models, and other material prepared by or on behalf of Design Professional under this Agreement including all drafts and working documents, and including electronic and paper forms (collectively the "Documents"), shall be and remain the property of the City, whether the Services are completed

or not. Design Professional shall deliver all Documents to City, upon request at (1) the completion of the Services, (2) the date of termination of this Agreement for any reason, or (3) any time requested by City, upon five (5) days prior written notice.

B. The Documents may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable without further employment of or payment of any compensation to Design Professional.

C. Design Professional retains the copyright in and to the intellectual property depicted in the Documents subject to Design Professional's limitations and City's rights and licenses set forth in this Agreement. City's ownership interest in the Documents includes the following single, exclusive license from Design Professional: Design Professional, for itself, its employees, heirs, successors and assigns, hereby grants (and if any subsequent grant is necessary, agrees to grant) to City an irrevocable, perpetual, royalty-free, fully paid, sole and exclusive license and right to use and exercise any and all of the copyrights or other intellectual property rights that Design Professional may author or create, alone or jointly with others, in or with respect to the Documents, including without limitation all analysis, reports, designs and graphic representations. City's license shall include the right to sublicense, shall be for all purposes with respect to each right of copyright, and shall be without restriction.

D. Design Professional shall include in all subcontracts and agreements with respect to the Services that Design Professional negotiates, language which is consistent with this Section 6.

E. All reports, information, data, and exhibits prepared or assembled by Design Professional in connection with the performance of its Services pursuant to this Agreement are confidential until released by the City to the public, and the Design Professional shall not make any of these documents or information available to any individual or organization not employed by the Design Professional or the City without the written consent of the City before any such release.

7. Employment of Other Design Professionals, Specialists or Experts.

A. Design Professional will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the City. Any consultants, specialists or experts approved by City are listed in Exhibit "D."

B. Design Professional represents that it has, or will secure at its own expense, all personnel required in performing the Services. All of the Services required hereunder will be performed by the Design Professional or under Design Professional's supervision, and all personnel engaged in the work shall be qualified to perform such services.

C. Design Professional shall make every reasonable effort to maintain stability and continuity of Design Professional's Key Personnel assigned to perform the Services. Key Personnel for this contract are listed in Exhibit D.

D. Design Professional shall provide City with a minimum twenty (20) days prior written notice of any changes in Design Professional's Key Personnel, provided that Design Professional receives such notice, and shall not replace any Key Personnel with anyone to whom the City has a reasonable objection.

E. Design Professional plans to retain the subconsultants listed in Exhibit D, who will provide services as indicated in Exhibit D.

F. Design Professional will not utilize subconsultants other than those listed in Exhibit D without advance written notice to the City. Design Professional will not utilize a subconsultant to whom the City has a reasonable objection. Subconsultants providing professional services will provide professional liability insurance as required in Exhibit E unless the City waives this requirement, in writing.

8. Conflict of Interest.

A. Design Professional understands that its professional responsibility is solely to City. Design Professional warrants that it presently has no interest, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Design Professional shall not knowingly, and shall take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If Design Professional discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Design Professional shall promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

B. Design Professional (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this contract or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Design Professional's Services hereunder. Design Professional further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this contract.

C. Design Professional is not a designated employee within the meaning of the Political Reform Act because Design Professional:

(1) Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official other than normal contract monitoring; and

(2) Possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation or counsel (FPPC Reg. 18700(a)(2)).

9. Interest of Members and Employees of City. No member of the City and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in

any decision relating to this Agreement which affects its personal interests or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested.

10. Liability of Members and Employees of City. No member of the City and no other officer, employee or agent of the City shall be personally liable to Design Professional or otherwise in the event of any default or breach of the City, or for any amount which may become due to Design Professional or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

11. Indemnity.

A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Design Professional shall defend (with legal counsel reasonably acceptable to the City) indemnify and hold harmless City and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Design Professional or its sub-Design Professionals), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, court costs, attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional, any sub-Design Professional, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

B. Neither termination of this Agreement nor completion of the Services shall release Design Professional from its obligations under this Section 11, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion.

C. Design Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Design Professional in the performance of this Agreement. If Design Professional fails to obtain such indemnity obligations from others as required, Design Professional shall be fully responsible for all obligations under this Section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Design Professional and shall survive the termination of this Agreement or this section.

D. Design Professional's compliance with the insurance requirements does not relieve Design Professional from the obligations described in this Section 11, which shall apply whether or not such insurance policies are applicable to a claim or damages.

12. Design Professional Not an Agent of City. Design Professional, its officers, employees and agents shall not have any power to bind or commit the City to any decision.

13. Independent Contractor. It is understood that Design Professional, in the performance of the work and services agreed to be performed by Design Professional, shall act as and be an independent contractor as defined in Labor Code 3353 and not an agent or employee of City; and as an independent contractor, Design Professional shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Design Professional hereby expressly waives any claim it may have to any such rights.

14. Compliance with Laws.

A. General. Design Professional shall (and shall cause its agents and subcontractors), at its sole cost and expense, comply with all applicable federal, state and local laws, codes, ordinances and regulations now in force or which may hereafter be in force. Any corrections to Design Professional's reports or other Documents (as defined in Section 6) that become necessary as a result of Design Professional's failure to comply with these requirements shall be made at the Design Professional's expense.

B. Updates. Should Design Professional become aware that the requirements referenced in subparagraph A above change prior to the date that a report is finalized or prepared, Design Professional shall be responsible for notifying City of such change in requirements. Design Professional will bring the Documents into conformance with the newly issued requirements at the written direction of City. Design Professional's costs for providing services pursuant to this paragraph shall be submitted to City as Additional Services.

C. Licenses and Permits. Design Professional represents that it has the skills, expertise, licenses and permits necessary to perform the Services. Design Professional shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Design Professional is engaged. All products of whatsoever nature which Design Professional delivers to City pursuant to this Agreement shall conform to the standards of quality normally observed by a person practicing in Design Professional's profession. Permits and/or licenses shall be obtained and maintained by Design Professional without additional compensation throughout the term of this Agreement.

D. Documents Stamped. Design Professional shall have documents created as part of the Services to be performed under this Agreement stamped by registered professionals for the disciplines covered by Design Professional's Documents when required by prevailing law, usual and customary professional practice, or by any governmental agency having jurisdiction over matters related to the Services. Design Professional will stamp other documents as noted in the Scope of Work. The City will not be charged an additional fee to have such documents stamped.

E. Workers' Compensation. Design Professional certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

provisions of that Code, and Design Professional certifies that it will comply with such provisions before commencing performance of this Agreement. (See Exhibit E)

F. Prevailing Wage. Design Professional and Design Professional's sub-consultants, shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at the City's Public Works Department office.

G. Injury and Illness Prevention Program. Design Professional certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

H. City Not Responsible. The City is not responsible or liable for Design Professional's failure to comply with any and all of said requirements.

15. Nonexclusive Agreement. Design Professional understands that this is not an exclusive Agreement and that City shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Design Professional as the City desires.

16. Confidential Information. All data, documents, discussions or other information developed or received by or for Design Professional in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by City, or as required by law.

17. Insurance. Design Professional shall provide insurance in accordance with the requirements of Exhibit E.

18. Assignment Prohibited. Design Professional shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of City and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. Termination.

A. If Design Professional at any time refuses or neglects to prosecute its Services in a timely fashion or in accordance with the schedule, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without City's consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently prosecute its Services, or otherwise fails to perform fully any and all of the agreements herein contained, Design Professional shall be in default.

B. If Design Professional fails to cure the default within seven (7) days after written notice thereof, City may, at its sole option, take possession of any Documents or other

materials (in paper and electronic form) prepared or used by Design Professional and (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Design Professional under this Agreement; and/or (2) terminate Design Professional's right to proceed with this Agreement.

C. In the event City elects to terminate, City shall have the right to immediate possession of all Documents and work in progress prepared by Design Professional, whether located at Design Professional's place of business, or at the offices of a subconsultant, and may employ any other person or persons to finish the Services and provide the materials therefor. In case of such default termination, Design Professional shall not be entitled to receive any further payment under this Agreement until the Services are completely finished.

D. In addition to the foregoing right to terminate for default, City reserves the absolute right to terminate this Agreement without cause, upon 72-hours' written notice to Design Professional. In the event of termination without cause, Design Professional shall be entitled to payment in an amount not to exceed the Not-To-Exceed Amount which shall be calculated as follows: (1) Payment for Services then satisfactorily completed and accepted by City, plus (2) Payment for Additional Services satisfactorily completed and accepted by City, plus (3) Reimbursable Expenses actually incurred by Design Professional, as approved by City. The amount of any payment made to Design Professional prior to the date of termination of this Agreement shall be deducted from the amounts described in (1), (2) and (3) above. Design Professional shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of such termination and payment. In addition, the City's right to withhold funds under Section 19.C. shall be applicable in the event of a termination for convenience.

E. If this Agreement is terminated by City for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Section 20 and Design Professional shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

20. Suspension. The City shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as he/she deems necessary due to unfavorable conditions or to the failure on the part of the Design Professional to perform any provision of this Agreement. Design Professional will be paid for satisfactory Services performed through the date of temporary suspension. In the event that Design Professional's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Design Professional's reasonable control, Design Professional's compensation shall be subject to renegotiation.

21. Entire Agreement and Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between City and Design Professional and supersedes any previous agreements, whether verbal or written, concerning the same subject matter. This

hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Design Professional's address indicated for receipt of notices in this Agreement.

D. City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in the City Manager's office. Access to such records and documents shall be granted to any party authorized by Design Professional, Design Professional's representatives, or Design Professional's successor-in-interest.

E. Pursuant to California Government Code Section 10527, the parties to this Agreement shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administering the Agreement.

27. Equal Employment Opportunity. Design Professional is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Design Professional will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Design Professional will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Design Professional further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

28. Unauthorized Aliens. Design Professional hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Design Professional so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Design Professional hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

29. Section Headings. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

30. City Not Obligated to Third Parties. City shall not be obligated or liable for payment hereunder to any party other than the Design Professional.

31. Remedies Not Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

32. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

33. No Waiver Of Default. No delay or omission of City to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to City shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of City.

34. Successors And Assigns. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

35. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

- A. Exhibit A: Scope of Work
- B. Exhibit B: Schedule
- C. Exhibit C: Compensation
- D. Exhibit D: Other Consultants, Specialists or Experts Employed by Design Professional and Key Personnel
- E. Exhibit E: Insurance Requirements to Design Professional Services Agreement

36. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

37. News Releases/Interviews. All Design Professional and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by the City.

38. Venue. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Sonoma, California.

39. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Design Professional hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Design Professional is obligated, which breach would have a material effect hereon.

IN WITNESS WHEREOF, the City and Design Professional have executed this Agreement as of the date first above written.

CITY OF CALISTOGA

URS Corporation Americas

By: _____
Richard D. Spitler, City Manager

By: _____
Said Salah-Mars
Title: Vice-President-----

APPROVED AS TO FORM:

By: _____
Michelle Marchetta Kenyon,
City Attorney

ATTEST:

By: _____
Kathy Flamson, Deputy City Clerk

EXHIBIT A

Scope of Work

See Attached

Kimball Reservoir Intake Tower, Drain Valve and Piping Improvements

Scope of Work

This Scope of Work is for the rehabilitation and/or replacement of the Kimball Reservoir Intake Tower, 24" drain pipeline, 24" drain valve, 12" water treatment plant pipeline and two-2" & one -12" fish bypass outlets.

TASK 1 SITE SURVEY

Approach: Civil site improvements are not anticipated for the tower replacement, drain valve and piping improvements. Therefore, existing published information will be satisfactory for design purposes. URS will collect and format existing published survey and aerial imagery data for the Kimball Reservoir area. This data will come from State and Federal resources as well as the 2005 dredging study completed by Harrison Engineering.

Assumptions: No field work is included in this task. No meetings are allocated for this task.

Deliverables: Technical Memorandum (TM) of findings and associated survey electronic data files.

Option: A new topographic and bathymetric survey may be needed to support hydraulic evaluations of the reservoir. See Task 6 for a description of this optional service.

TASK 2 DRAIN PIPE AND VALVE - CONDITION ASSESSMENT

Approach: The reservoir drain is a 24-inch diameter pipeline, encased in concrete. Condition of the pipeline is unknown. Inspection of the pipeline and valve will require draining of the reservoir. However, there is a short section of pipe downstream of the valve that could be inspected now, which will give an indication of the overall pipeline condition. The City will handle that work separately. The upstream portion of the pipeline can be inspected and evaluated at a later date when the reservoir is drained for the tower improvements (see Task 3). For this task, URS will provide the following services:

- URS will review and evaluate the initial findings of the downstream drain pipe inspection (by others).
- URS will prepare a performance specifications and drawing for the inspection and testing of the upstream portion of the drain pipeline and valve via remote controlled television camera.
- URS will prepare a specifications and drawing for an add-alternate bid item to rehabilitate the drain pipe if the inspection and testing reveal defects. The rehabilitation of the pipeline could include cleaning, re-lining, or slip lining.
- URS will prepare a specification and drawing for replacement or relocation of the drain valve.
- URS will prepare recommendations for energy dissipation where the outlet discharges into Kimball Creek.

Assumptions: This inspection work to be completed by others. Survey is based on available existing survey information. No meetings are allocated for this task. Relevant discussions can occur with Task 3.

Deliverables: Technical Memorandum (TM) of findings and recommendations, draft & final. The TM will summarize inspection methods, testing performed, and alternatives matrix for corrective action. Alternatives matrix will include estimated range of probable costs, estimated time to complete (design, environmental review, and construction) and ability to construct given existing site conditions. Recommended corrective action for the drain pipe and valve will be provided. Drawings and specifications for preferred rehabilitation alternative to be included as part of the tower replacement project (see Task 3).

Kimball Reservoir Intake Tower, Drain Valve and Piping Improvements

Scope of Work

TASK 3 REPLACE INTAKE STRUCTURE

Approach: The design concept is to replace the existing vertical tower with a sloping intake. The sloping intake will consist of a 24" pipeline installed on pipe supports along an inclined section of the left abutment. The lower concrete base of the vertical tower will be rehabilitated to accommodate the new sloping intake and connect to the existing drain pipeline. The sloping intake will include 4 intake valves (or gates) at the same elevations as the current vertical tower. The intake valves (or gates) will be hydraulically actuated from the top of the dam, or remote controlled at the adjacent water treatment plant. For this task, URS will provide the following services:

- Conduct an assessment of existing intake structure and gate valve assemblies. Conduct inspection of existing tower and gate valve assembly. Provide memorandum of findings, alternatives and recommendation for improvements.
- Prepare design of new sloping intake system, including:
 - Structural design for reuse of existing tower concrete base and sloped intake pipeline support saddles.
 - Mechanical design for sloped intake pipeline and valves (or gates) and replacement of the 12" pipeline to the water treatment plant and two-2" & one -12" fish bypasses.
 - Systems design for hydraulic control of valves (or gates).
 - Electrical and instrumentation design; remote control via SCADA.
- Prepare Design Submittals at 30% 50% and 90% levels.
 - Design Technical Memorandum – Describes the design and chronicles all of the design decisions made on the project.
 - Drawings – Preparation of up to 16 CAD drawings, including plan view, profiles and details.
 - Specifications – Preparation of up to 20 technical specifications in CSI format.
 - Cost Estimate – Development of construction cost estimate.
 - Schedule – Preparation of a construction schedule estimate.
 - Comment & Responses log – Keep track of review comments by the City.
- Prepare Bid Ready Documents – Upon approval by the City, URS will prepare bid ready drawings and specifications stamped and signed by a licensed CA professional Engineer (including pre-qualification, 2-envelope process).
- Meetings – Three meetings are allocated for this task to present the 30%, 50% and 90% design to the City in Calistoga.

Assumptions: City will provide front end specifications (Div 0 and 1).

Deliverables: All deliverables are in electronic format (pdf, word, excel, etc.).

Kimball Reservoir Intake Tower, Drain Valve and Piping Improvements Scope of Work

TASK 4 REGULATORY ASSISTANCE

Approach: The purpose of this task is to support the City during discussions with regulatory and permitting agencies. For this task, URS will provide the following services:

- DSOD Coordination – URS will meet with the City and DSOD in Sacramento on two occasions and two conference calls. Meetings are anticipated to coincide with the 30%, 50% and 90% design phases.
- Environmental Review for Categorical Exemption – URS will complete the following services:
 - Prepare draft Project Description for City review and approval.
 - Determine if Categorical Exemption can be applied.
 - Identify any special studies or permits required.
 - Draft Notice of Exemption for City review and approval
 - Attend one Planning Commission meeting in Calistoga to support Notice of Exemption adoption.

Assumptions: City will coordinate and lead meetings and prepare any presentation materials. Provide figures for presentation.

Deliverables: URS will provide notes from each meeting. Draft Notice of Exemption.

Option: If a Cat Ex cannot be acquired, then a Mitigated Negative Declaration may be required. See optional Task 8 for description of this effort.

TASK 5: BIDDING ASSISTANCE

URS will assist the City during the advertising and bid phase. For this task, URS will provide the following services:

- Attending one pre-bid conference in Calistoga.
- Interpreting PS&E documents, providing the City recommended responses to bidder’s questions, and assisting the City with addenda.

Assumptions: Questions addressed via email to City. City will assemble/format responses to Bidders.

Deliverables: Addenda (if any) submitted electronically.

OPTIONAL SERVICES

The City may choose to authorize URS to complete the following optional services:

TASK 6 CONDUCT NEW SURVEY

Perform and compile necessary topographic and bathometric survey data reflecting current conditions of the Reservoir.

Kimball Reservoir Intake Tower, Drain Valve and Piping Improvements Scope of Work

TASK 7 EVALUATE RESERVOIR STORAGE CAPACITY

Evaluate and provide recommendation as to ability to increase storage. Efforts may include:

- Conduct visual inspection of existing spillway and flashboard installation procedures.
- Review 2005 Sedimentation Removal Study and provide opinion as to validity of conclusions and recommendations made.
- Identify feasibility of increasing height of flashboards and alternatives to increase storage capacity.
- Provide Preliminary Design Technical Memorandum on validity of previous findings on sediment removal, options available and probability of approval for increasing storage.

TASK 8 PREPARE MITIGATED NEGATIVE DECLARATION

Evaluate and provide recommendation for preparation of a mitigated negative declaration. Efforts may include:

- Prepare draft Initial Study for City review and approval.
- Prepare mitigated negative declaration and mitigation monitoring and reporting program for City review and approval.
- Assist City at public meetings or hearings required for CEQA compliance.
- Prepare draft packages for required regulatory permits for City review and approval.

TASK 9 CONSTRUCTION ADMINISTRATION

URS understands that the City may request construction administration. Based upon our current understanding of the project, a qualified field inspector/field engineer will be needed to serve the City in the role of resident engineer and civil inspector during construction and commissioning. If necessary, and as needed, this resident engineer/inspector would be supplemented by specialty inspectors who would make periodic site visits to inspect construction activities like electrical installations, mechanical gate installation, and environmental permit compliance. The resident engineer/inspector's responsibilities may include:

- Conducting weekly contractor meetings
- Responding to RFI and submittals from the contractor
- Assisting the City with the evaluation and negotiation of change orders, and the preparation of change order documents
- Coordinating QA material testing services (such as soil compaction and concrete cylinder testing). Such testing service could be provided under a separate contract with the City, or by a subconsultant to URS
- Inspecting all construction activities for conformance with the plans and specifications and environmental mitigation requirements. Issuing noncompliance notices, and assisting with their resolution
- Scheduling periodic inspections by specialty inspectors as needed (mechanical, electrical, environmental compliance, and the like)
- Preparing daily inspection reports for the City

Kimball Reservoir Intake Tower, Drain Valve and Piping Improvements Scope of Work

- Assisting the City with the review of periodic pay requests
- Tracking contractor schedule and budget performance weekly
- Providing brief weekly progress reports to the City in a format agreed to with the City
- Coordinating with DSOD and other involved agencies for their periodic inspections

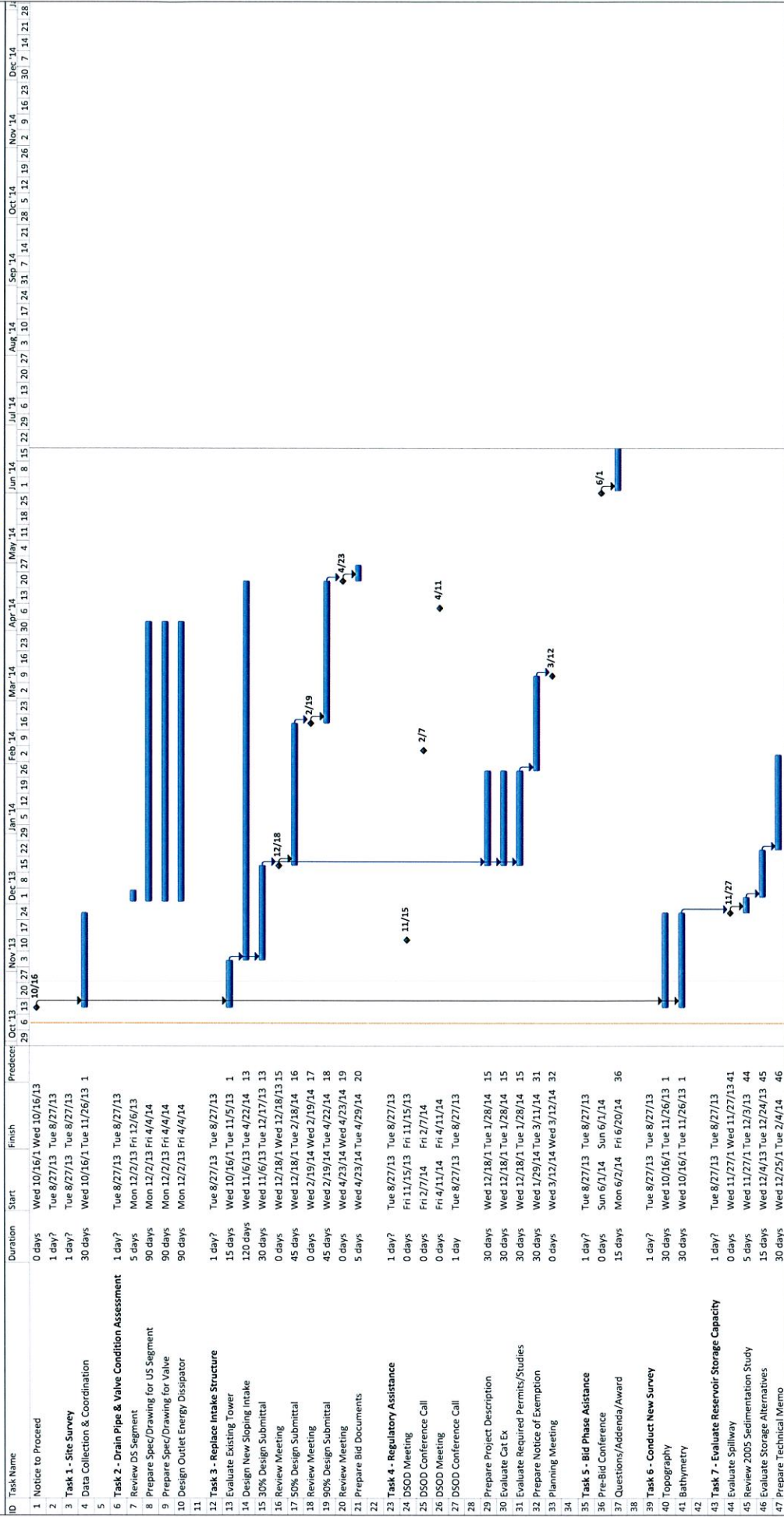
A part time office engineer may also be needed to assist with the record keeping, scheduling, progress evaluation, pay request evaluations, and reporting activities. On short duration projects like this, it is common for the contractor to provide a small furnished office trailer and support facilities on site for the resident engineer and office engineer as part of the construction contract.

EXHIBIT B

Schedule of Performance

See Attached

PRELIMINARY PROJECT SCHEDULE
City of Calistoga - Kimball Reservoir Intake Tower, Drain Valve & Piping Improvements Project



Project: RFP Kimball Schedule
 Date: Wed 10/9/13

Task: Summary, Project Summary, External Tasks, Milestone

External Milestone: Inactive Milestone, Inactive Task, Inactive Milestone

Inactive Summary: Inactive Summary, Manual Task, Duration-only

Manual Summary Rollup: Manual Summary, Manual Summary, Start-only

Finish-only: Finish-only, Deadline, Progress

3

URS Corporation, Oakland, CA

EXHIBIT C

Compensation

See Attached

Task	Description	PIC Forrest Rate \$	PM Smith 190 \$	Sr Advisors GAR 190 \$	Leads Julie/Darcy 150 \$	Sr. Eng Mike/Shabab 150 \$	Staff Eng Tam/Bethna 95 \$	CAD/GIS Montes 85 \$	Admin	Total Hours	Total Labor Cost	Other Direct Cost	Total Cost
1	Site Survey												
1.a	Existing Survey Evaluation		1		8			16		25	\$ 2,750	\$ -	\$ 2,750
	Prepare Tech Memo		2	0	16	0	0	16	1	35	\$ 4,215	\$ -	\$ 4,215
2	Drain Pipe and Valve - Condition Assessment												
2.a	Prepare Alternatives Analysis		4		8			2		14	\$ 2,130	\$ -	\$ 2,130
2.b	Prepare Alternatives Analysis Tech Memo		4	0	8	0	0	2	1	16	\$ 2,455	\$ -	\$ 2,455
	Subtotal:		8	0	16	0	0	4	1	30	\$ 4,585	\$ -	\$ 4,585
3	Replace Intake Structure												
3.a	Inspect Existing Tower		8		8					16	\$ 2,720	\$ 100	\$ 2,820
3.b	Prepare Condition Assessment Tech Memo		2	1	8	40	40	1	11	11	\$ 1,655	\$ -	\$ 1,655
3.c	Structural Engineering		2	1	20	40	40		103	103	\$ 13,370	\$ -	\$ 13,370
3.d	Mechanical Engineering		2	1	20	40	40		103	103	\$ 13,370	\$ -	\$ 13,370
3.e	Systems Design		2	1	20	40	40		103	103	\$ 13,370	\$ -	\$ 13,370
3.f	Mechanical Engineering		2	1	20	40	40		103	103	\$ 13,370	\$ -	\$ 13,370
3.g	Prepare 30% Design		2	1	20	40	40	40	1	104	\$ 10,905	\$ -	\$ 10,905
3.h	Prepare 50% Design		2	2	20	40	40	40	1	103	\$ 10,655	\$ -	\$ 10,655
3.i	Prepare 90% Design		2	2	20	40	40	40	1	104	\$ 10,905	\$ -	\$ 10,905
3.j	Meeting with City (3)		12		12				24	24	\$ 4,080	\$ 300	\$ 4,380
3.h	Prepare Bid Documents		2	38	8	176	280	8	5	793	\$ 96,735	\$ 600	\$ 97,335
	Subtotal:		38	4	176	280	280	128	5	793	\$ 96,735	\$ 600	\$ 97,335
4	Regulatory Assistance												
6.a	Tech Memo Review		2		8		8		1	19	\$ 2,415	\$ -	\$ 2,415
6.b	Meet with DSD (2)		12	1	4	4	4		23	23	\$ 3,775	\$ 200	\$ 3,975
6.c	Prepare Project Description		16		16	8	24		49	49	\$ 5,955	\$ -	\$ 5,955
6.d	Identify Special Studies or Permits		16		16	8	24		48	48	\$ 5,880	\$ -	\$ 5,880
6.e	Explore Cat Ex		1	1	16	8	32		57	57	\$ 6,830	\$ -	\$ 6,830
6.f	Prepare Environmental Document		2	2	16	16	40	8	1	83	\$ 9,735	\$ 1,500	\$ 11,235
6.g	Public Meeting Assistance (1)		8	2	16	40	132	8	1	25	\$ 3,985	\$ 100	\$ 4,085
	Subtotal:		24	2	92	40	132	8	5	304	\$ 38,585	\$ 1,800	\$ 40,385
5	Bidding Assistance												
5.a	Pre-Bid Meeting (1)		4		4				8	8	\$ 1,360	\$ 100	\$ 1,460
5.b	Questions (by E-mail)		2	2	2	4	4		4	4	\$ 680	\$ -	\$ 680
5.c	Addenda		2	2	4	4	4		11	11	\$ 1,395	\$ -	\$ 1,395
	Subtotal:		8	0	10	0	0	4	1	23	\$ 3,435	\$ 100	\$ 3,535
	Hours Subtotal		4	80	6	310	412	160	13	1165	Total Labor	Total ODC	Total All
	Costs Subtotal	\$ 1,000	\$ 15,200	\$ 1,140	\$ 46,500	\$ 30,000	\$ 39,140	\$ 13,600	\$ 975	\$ 147,555	\$ 147,555	\$ 2,500	\$ 150,055
	% of Total	0.7%	10.3%	0.8%	31.5%	20.3%	26.5%	9.2%	0.7%				

6	Conduct New Survey												
6.a	Bathymetric Survey		2		8		8	8		26	\$ 3,020	\$ 6,250	\$ 9,270
6.b	Topographic Survey		2		8		8	8		26	\$ 3,020	\$ 13,150	\$ 16,170
	Subtotal:		4	0	16	0	16	16	0	52	\$ 6,040	\$ 19,400	\$ 25,440
7	Evaluate Reservoir Storage Capacity												
7.a	Inspect/Evaluate Spillway		1		2		2			3	\$ 490	\$ 40	\$ 530
7.b	Review 2005 Sedimentation Study		1	1	2		2			3	\$ 490	\$ -	\$ 490
7.c	Prepare Alternatives Analysis		1	1	8		8			10	\$ 1,580	\$ -	\$ 1,580
7.d	Prepare Tech Memo		1	1	8		8			18	\$ 2,400	\$ -	\$ 2,400
	Subtotal:		4	1	20	0	8	0	0	34	\$ 4,960	\$ 40	\$ 5,000
	Other Direct Costs												
	1 Subconsultants												
	2 Reproduction												
	3 Travel												
	Total Hours		1271								Total Labor	Total ODC	Total All
											\$ 158,555	\$ 21,940	\$ 180,495

Notes:
 1 Assume \$100/set of documents
 2 Assume \$100 travel costs/meeting
 3 Assume no survey required.
 4 Assume final drawing set has 14 sheets, 12 specifications
 5 Subconsultant Markup = 10%

EXHIBIT D

Other Consultants, Specialists or Experts Employed by Design Professional and Key Personnel

Kasl Consulting Engineers
Topographic Survey Services

Sea Surveyor, Inc.
Hydrographic Survey Services

EXHIBIT E

Insurance Requirements to Agreement for Professional Services Re: Kimball Intake Tower, Drain Valve and Piping Improvements

Design Professional shall, at all times it is performing services under this Agreement, provide and maintain insurance in the following types and with limits in conformance with the requirements set forth below. Design Professional will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Design Professional agrees to amend, supplement or endorse the existing coverage to do so. Design Professional acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required.

1. Commercial General Liability Insurance, occurrence form, using Insurance Services Office ("ISO") "Commercial General Liability" policy form CG 00 01 or an approved equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review, but in no event shall be less than \$2,000,000 each occurrence;

2. Business Auto Coverage on ISO Business Automobile Coverage form CA 00 01 including symbol 1 (Any Auto) or an approved equivalent. Limits are subject to review, but in no event shall be less than \$1,000,000 each occurrence. If Design Professional or its employees will use personal autos in any way in connection with performance of the Services, Design Professional shall provide evidence of personal auto liability coverage for each such person.

3. Professional Liability Insurance or Errors & Omissions Coverage.

A. Minimum Limit: \$2,000,000.

B. Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.

C. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this agreement.

D. Required Evidence of Coverage:

(1) Properly completed Certificate of Insurance.

4. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employers liability insurance, with minimum limits of \$1 million per occurrence. Design Professional shall provide to the City an endorsement that the

insurer waives the right of subrogation against the City and its officials, employees, agents and volunteers.

5. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by insured first. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Design Professional, subconsultants or others involved in performance of the Services. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$2,000,000 per occurrence.

6. Insurance procured pursuant to these requirements shall be written by insurers that are authorized to transact the relevant type of insurance business in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

7. General conditions pertaining to provision of insurance coverage by Design Professional. Design Professional and City agree to the following with respect to insurance provided by Design Professional:

A. Design Professional agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992, or an equivalent. Design Professional also agrees to require all contractors, and subcontractors to do likewise

B. No liability insurance coverage provided to comply with this Agreement, except the Business Auto Coverage policy, shall prohibit Design Professional, or Design Professional's employees, or agents, from waiving the right of subrogation prior to a loss. Design Professional agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

C. All insurance coverage and limits provided by Design Professional and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

D. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

E. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

F. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises, and City shall be responsible for the cost of any additional insurance required. Design Professional shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

G. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Design Professional's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City may terminate this agreement in accordance with Section 19 of the Agreement.

H. Design Professional shall provide immediate written notice if (1) any of the required insurance policies is terminated; or (2) the limits of any of the required policies are reduced.

I. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Design Professional or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.

J. Design Professional agrees to ensure that subconsultants, and any other party involved with the Services who is brought onto or involved in the Services by Design Professional, provide the same minimum insurance coverage required of Design Professional; provided, however that only subconsultants performing professional services will be required to provide professional liability insurance. Design Professional agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Design Professional agrees that upon request, all agreements with subcontractors and others engaged in the Services will be submitted to City for review.

K. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Design Professional ninety (90) days advance written notice of such change. If such change results in additional cost to the Design Professional, and the City requires Design Professional to obtain the additional coverage, the City will pay Design Professional the additional cost of the insurance.

L. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

M. Design Professional acknowledges and agrees that any actual or alleged failure on the part of City to inform Design Professional of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

N. Design Professional will endeavor to renew the required coverages for a minimum of three years following completion of the Services or termination of this agreement and, if Design Professional is unable to do so, Design Professional will notify City at least thirty days prior to the cancellation or expiration of the policy or policies.

O. Design Professional shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Design Professional's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

P. The provisions of any workers' compensation or similar act will not limit the obligations of Design Professional under this agreement. Design Professional expressly agrees that any statutory immunity defenses under such laws do not apply with respect to City, its employees, officials and agents.

Q. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

R. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

S. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

T. Design Professional agrees to be responsible for ensuring that no contract entered into by Design Professional in connection with the Services authorizes, or purports to authorize, any third party to charge City an amount in excess of the fee set forth in the agreement on account of insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

U. Design Professional agrees to provide immediate notice to City of any claim or loss against Design Professional arising out of the work performed under this

agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.