

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the 17th day of June, 2014, by and between the CITY OF CALISTOGA, herein called the "City," and BKF ENGINEERS, herein called the "Consultant."

Recitals

WHEREAS, City desires to obtain Professional Surveying Services in connection with Utility Locations of Sewer, Water, Storm Drains, & Recycled Water Utilities; and

WHEREAS, Consultant hereby warrants to the City that Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement.

Agreement

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.

A. City. The City Manager or his/her designee, shall represent City for all purposes under this Agreement. The City Manager or designee is hereby designated as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement.

B. Consultant. The Consultant shall assign Greg Hurd, Principal, to have overall responsibility for the progress and execution of this Agreement for Consultant.

3. Scope and Performance of Services.

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

B. Time of Performance. The services of Consultant are to commence no sooner than June 23, 2014 and be completed not later than November 15, 2014. Consultant shall perform its services in accordance with the schedule attached hereto as Exhibit B, and incorporated herein by reference. Any changes to these dates in either this Section 3 or Exhibit B must be approved in writing by the Project Manager.

C. Standard of Quality. City relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit C, and incorporated herein by reference. However, in no event shall the amount City pays Consultant exceed Seventy One Thousand Eighty Two Dollars (\$71,082). 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.

Consultant shall submit itemized monthly statements for work performed. City shall make payment, in full, within thirty (30) days after approval of the invoice by the Project Manager.

C. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Paragraph 4(A) without prior written amendment to this Agreement.

D. Taxes. Consultant 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 Consultant.

E. No Overtime or Premium Pay. Consultant 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. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

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

5. Amendment to Scope of Work. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of

either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the City. Failure of the Consultant 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 meruit, etc. for work done without the appropriate City authorization.

6. Term. This Agreement shall commence upon its execution and shall continue in full force and effect until completed, amended pursuant to Section 21, or otherwise terminated as provided herein.

7. Inspection. Consultant shall furnish City with every reasonable opportunity for City to ascertain that the services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

8. Ownership of Documents. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement shall be vested in City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to City without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement, unless required by law.

9. Employment of Other Consultants, Specialists or Experts. Consultant 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.

10. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of City, hinder Consultant's performance of services under this Agreement, or be affected in any manner or degree by performance of Consultant's services hereunder. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City. Consultant agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of the Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its 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. (2 Cal. Code Regs. § 18700(a)(2).)

11. 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 Consultant or otherwise in the event of any default or breach of the City, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

12. Indemnity. To the fullest extent permitted by law, Consultant hereby agrees to defend (by counsel reasonably satisfactory to the City), indemnify, and hold harmless the City, its officers, agents, employees, volunteers, and servants, from and against any and all claims, demands, damages, costs, liabilities, or obligations brought on account of or arising out of any acts, errors, or omissions of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement excepting liabilities due to the sole negligence or willful misconduct of City. The City has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this agreement.

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

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

15. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant

shall maintain a City business license. The City is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

B. Workers' Compensation. Consultant 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 Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Prevailing Wage. Consultant and Consultant's subconsultants (if any) 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.

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

E. City Not Responsible. City is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this section and Agreement.

F. Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against City, its elected or appointed officials, officers, agents, employees, and volunteers for losses paid under Consultant's workers' compensation insurance policy which arise from the work performed by Consultant for the City.

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

17. Assignment; Subcontractors; Employees.

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without the City's prior written consent. Any assignment without such approval shall be void and, at the City's option, shall immediately cause this Agreement to terminate.

B. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the services of Consultant hereunder. No subcontractor of Consultant shall be recognized by the City as such; rather, all subcontractors are deemed to be employees of the Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the

provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

18. Insurance.

A. Minimum Scope of Insurance.

(1) Consultant agrees to have and maintain, for the duration of this Agreement, a General Liability insurance policy insuring it and its firm to an amount not less than \$2,000,000 (Two Million Dollars) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, and property damage.

(2) Consultant agrees to have and maintain, for the duration of this Agreement, an Automobile Liability insurance policy insuring it and its staff to an amount not less than \$1,000,000 (One Million Dollars) combined single limit per accident for bodily injury and property damage.

(3) Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than \$1,000,000 (One Million Dollars) on a claims-made annual aggregate basis.

(4) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant:

(a) This policy shall provide coverage for Workers' Compensation (Coverage A).

(b) This policy shall also provide required coverage for Employers' Liability (Coverage B).

(5) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:

(a) "The City of Calistoga, its officials, officers, agents, employees, and volunteers are hereby added as additional insureds, but only as respects work done by, for, or on behalf of the named insured."

(b) "This policy shall be considered primary insurance as respects any other valid and collectible insurance the City may possess, including any self-insured retention the City may have, and any other insurance the City does possess shall be considered excess insurance only and shall not contribute with it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(6) Consultant shall provide to City all certificates of insurance with original endorsements effecting coverage required by this paragraph. Certificates of such insurance shall be filed with City on or before commencement of performance of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies at any time.

(7) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, officers, agents, employees, and volunteers.

(8) Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30-days' prior written notice by certified mail, return receipt requested, has been given to City. Current certification of such insurance shall be kept on file with the City Manager at all times during the term of this Agreement.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. Verification of Coverage. Consultant shall furnish the City with original Certificate(s) of Insurance verifying Consultant's receipt of the insurance coverage required herein.

19. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City upon 5-days' written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the City shall deduct from such amount the

amount of damages, if any, sustained by City by virtue of the breach of the Agreement by consultant.

C. In the event this Agreement is terminated by City without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment.

D. Upon termination of this Agreement with or without cause, Consultant shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the City. Consultant, however, shall not be liable for the City's use of incomplete materials nor for the City's use of complete documents if used for other than the project contemplated by this Agreement.

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 it deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through the date of temporary suspension.

21. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between the City and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both the City and Consultant. All provisions of this Agreement are expressly made conditions.

22. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

23. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

24. Time of the Essence. Time is of the essence of this Agreement.

25. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to City: City Clerk
City of Calistoga
1232 Washington Street.
Calistoga, CA 94515

If to Consultant: Greg Hurd, Principal
BKF Engineers
325 Tesconi Circle
Santa Rosa, CA 95401

26. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City and all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business 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 the City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

C. The City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in the City Manager's office.

27. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

28. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant 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. Consultant further agrees to post in conspicuous places, available to employees

and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

29. City Not Obligated to Third Parties. The City shall not be obligated or liable for payment hereunder to any party other than the Consultant.

30. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

31. 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.

32. 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 of Performance
- C. Exhibit C: Compensation

33. 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.

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

35. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. 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 Napa, California.

36. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

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

CITY OF CALISTOGA

BKF ENGINEERS

By: _____
Richard D. Spitler, City Manager

By: _____
Greg Hurd, Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
Kathy Flamson, Deputy City Clerk

EXHIBIT A
Scope of Work

Exhibit A - Scope of Services

Task 1: High Precision Survey Control Network

Based on the City's needs and our experience, BKF will establish the high precision control network for the City in accordance with this Scope of Services:

Task 1.1: Project Setup and Research

The success of all projects is based in part on the thoroughness of the planning and completeness of the project research. BKF will take the following steps as part of planning for this project:

- **Collect Record Data** – BKF will investigate available monuments in the vicinity of the project. These will include first order control National Geodetic Surveys (NGS) monuments and Continuously Operating Reference Station (CORS) stations maintained by NGS and California Spatial Reference Center (CSRC), with a maximum epoch interval for data sampling of 15 seconds. We will also review available notes from previous surveys related to existing monuments on the National Geodetic Vertical Datum (NGVD 29).
- **Review Satellite Availability** – BKF will review satellite constellations and prepare a schedule for GPS observations which will yield strong satellite coverage, geometric coverage and a low dilution of precision (DOP).
- **Site Reconnaissance** – BKF will complete a site visit to identify any issues which will affect the execution of the field survey. We will recover existing monuments to verify their position, condition and stability.
- **Primary Control** - BKF will confirm the location of the 6 primary control monuments to be set. At the time of the site reconnaissance, BKF will stake the location of the primary monuments to be constructed by our subconsultant, Chrisp Company. The exact location will be confirmed at the kickoff meeting (refer to Program Management and Meetings).

Task 1.2: Primary Control Network

BKF, through its subconsultant, will construct six monuments in accordance with City Standards at convenient locations around the City. BKF will occupy each monument with static observations for a minimum of thirty (30) minutes per session at five (5) second intervals, with a minimum of three (3) independent occupations. Survey procedures will be in accordance with First-order Horizontal Corridor Control (HPGN-D) Surveys as described in chapter 6 of the California Department of Transportation Survey Manual First-order (Horizontal) GPS Surveys.

The collected data will then be processed with NGS Precise Ephemeris using Trimble Business Center, Version 3.02. The data will then be adjusted to Height Modernization Survey Stations, maintained by NGS and the CSRC using Star Net Pro, Version 6.00.43. The horizontal adjustment will be placed on California State Plane Coordinates, Zone II, North American Datum of 1983 (NAD83). All units of measurement will be in US Survey Feet.

Benchmark locations will be tied by a closed differential leveling network using a Leica DNA10 Digital Level. Level loops will be with a maximum site distance of 195-feet (60 meters) with a difference of forward and back sight lengths not to exceed 16-feet (5 meters) in accordance with Federal Geodetic Control Committee Standards and Specifications for Geodetic Leveling, Second Order, Class I Standards and Specifications. The vertical adjustment will be placed on the North American Vertical Datum of 1988 (NAVD88). All units of measurement will be in US Survey Feet.

Task 1.3: Record of Survey

Upon completion of all field work, data reduction, calculations and network adjustments, BKF will compile the information into a GPS Record of Survey. The Record of Survey will be submitted to the Napa County Surveyor's office for checking. BKF will respond to and incorporate comments from the County Surveyor and file the Record of Survey with the County Recorder.

It is anticipated that the Record of Survey will be four (4) sheets. Plan check and recording fees associated with the Record of Survey will be paid by the Department of Public Works. Allowances for said fees are included in this Scope of Services. Exhibit B provides an estimate of the anticipated plan check and recording fees and the allowance reserved for said fees.

In addition to filing the Record of Survey with the County of Napa, BKF will submit a final report containing photographs,

descriptions, sketches, raw and adjusted coordinate lists with elevations to the hundredth of a foot, and data related to the network adjustments performed. BKF will also provide a copy of correspondence associated with the project. The report will be provided in hard copy and electronic format. The correspondence package will be delivered in electronic format only, unless otherwise requested.

Task 2: Utility Surveys

For the purposes of this section references to “utilities” or associated “facilities” includes:

- Sanitary Sewer Manholes and main line cleanouts (such as end line rodding inlets)
- Water Valves and Fire Hydrants
- Storm Drainage Inlets and Manholes
- Recycled Water Valves

BKF understands that the City requires horizontal coordinates and vertical elevations of each above ground facility in order to update its existing database and base maps. We will locate the center rim location to an accuracy of within one tenth of a foot. The utilities will be tied to the control network described in Task 1. Based on this understanding and our experience, BKF will perform utility surveying services in accordance with the following Scope of Services:

Task 2.1: Utility Survey Planning and Research

BKF will take the following steps as part of the planning for this project:

- **Collect Record Data** – BKF will review existing system inventory maps and discuss areas of potential difficulty with the City. We will also review the City’s existing numbering nomenclature and develop a program to integrate new information into the existing system.
- **Site Specific Planning** – BKF will consult with the City to discuss any potential issues which may arise from performing work in the public streets. Consideration will be given to peak traffic times, existing construction activities, special events and other potential concerns the community may have. We will prepare a detailed schedule showing which areas of the City our crews will be working in and the approximate times we will be in those areas. This will be provided to maintain constant communication with City staff of our progress and to allow the City to appropriately respond to any inquiries from the community.

BKF will also review areas where entry to private property may be necessary to locate facilities. We will coordinate with the City and strategize the proper approach to provide a right of entry while minimizing the impact on private residents.

Task 2.2: Primary Control Network

Using GPS equipment, BKF will provide project control at strategic locations for future use when conventional terrestrial surveying methods will be necessary to locate certain facilities. In areas of the City with good sky visibility, BKF will make Real Time Kinetic (RTK) ties to accessible utilities concurrently with the setting of project control.

Task 2.3: Total Station Utility Surveying

Where sky visibility is obscured by trees, buildings or other features, BKF will perform traditional terrestrial surveying. We will traverse between fixed control points while surveying the locations of existing facilities.

Task 2.4: Data Reduction and File Formatting

Concurrently with the field operations, BKF will reduce the raw data collected each day. The coordinates will be downloaded and adjusted to the control network as necessary. Once the data has been downloaded and processed it will be imported into a Civil 3D 2013 (AutoCAD) drawing file. Electronic copies of the ASCII coordinate file and the Civil 3D file(s) will be delivered to the City. BKF understands that the City currently uses Microstation V8i (.dgn file format). If requested, the data will be compiled in Microstation and the .dgn file(s) will be delivered to the City.

Task 3: Program Management and Meetings

Upon given a Notice to Proceed, BKF will schedule a project kickoff meeting with the City of Calistoga Department of Public Works staff to:

- Introduce key individuals
- Reaffirm the project scope of work
- Confirm the communication protocol

Once the project has begun, BKF will participate in monthly progress meetings with the City for the duration of the project. BKF will submit an agenda three business days prior to each scheduled progress meeting for review and comment. This will allow all parties involved to be prepared to discuss specific project items in order to maintain pointed and efficient meetings.

At the meetings, BKF will provide project progress reports which will identify the work completed since the previous meeting, the work completed project to date, and the project progress as it relates to the project schedule. The meetings and reports will accomplish the following:

- Identify potential problems and provide solutions encountered during the period between meetings
- Provide status updates on the solutions to previously identified problems
- Prioritize and identify tasks to be completed and assign team personnel to be responsible for accomplishing said task(s)
- Identify ongoing status open items
- Prepare meeting minutes

BKF will provide hardcopies of the monthly progress reports and the status open items list at the start of every meeting. Meeting minutes will be distributed within two business days after the meeting.

PROJECT SCHEDULE

BKF is able to commence working on this project immediately upon formal authorization to proceed. Our first task will be to arrange for a “kick-off” meeting with the assigned Project Manager from the City’s Public Work Department to discuss the project in greater detail, confirm the project’s goals and objectives, and to agree on a final schedule. Once the kickoff meeting has occurred, our team will move to complete the balance of the scope of work.

EXHIBIT B

Schedule of Performance



Work Plan and Schedule

ID	Task Name	Duration	Start	Finish
1	2014 Utility and Benchmark Project	96 days	Tue 6/10/14	Tue 10/21/14
2	Task PM: Project Management and Coordination	51 days	Tue 6/10/14	Tue 8/19/14
3	Notice To Proceed	1 day	Tue 6/10/14	Tue 6/10/14
4	Kick Off Meeting	1 day	Mon 6/16/14	Mon 6/16/14
5	Kick Off Meeting Agenda	0 days	Wed 6/11/14	Wed 6/11/14
6	Kick Off Meeting Minutes	2 days	Tue 6/17/14	Wed 6/18/14
7	Progress Meetings	24 days	Thu 7/17/14	Tue 8/19/14
8	Progress Meeting	1 day	Thu 7/17/14	Thu 7/17/14
9	Progress Meeting Agenda	0 days	Mon 6/30/14	Mon 6/30/14
10	Progress Meeting Minutes	2 days	Fri 7/4/14	Mon 7/7/14
11	Progress Meeting	1 day	Fri 8/1/14	Fri 8/1/14
12	Progress Meeting Agenda	0 days	Tue 7/29/14	Tue 7/29/14
13	Progress Meeting Minutes	2 days	Mon 8/4/14	Tue 8/5/14
14	Task 1: Benchmark Survey	91 days	Tue 6/17/14	Tue 10/21/14
15	Task 1.1: Project Setup and Research	5 days	Tue 6/17/14	Mon 6/23/14
16	Collect Record Data and Review Satellite Availability	3 days	Tue 6/17/14	Thu 6/19/14
17	Field Reconnaissance	2 days	Tue 6/24/14	Mon 6/23/14
18	Task 1.2: Primary Control Network	24 days	Tue 6/24/14	Fri 7/25/14
19	Construct 6 Primary Monuments (Crisp)	3 days	Tue 6/24/14	Thu 6/26/14
20	Occupy 6 Primary Monuments	5 days	Fri 6/27/14	Thu 7/3/14
21	Data Reduction & Adjustments (6 Primary Monuments)	5 days	Mon 7/7/14	Fri 7/11/14
22	Perform Level Loops	5 days	Mon 7/14/14	Fri 7/18/14
23	Level Loop Data Reduction	5 days	Mon 7/21/14	Fri 7/25/14
24	Task 1.3: Record of Survey	62 days	Mon 7/28/14	Tue 10/21/14
25	Draft Record of Survey	2 wks	Mon 7/28/14	Fri 8/8/14
26	Submit Record of Survey	1 day	Mon 8/11/14	Mon 8/11/14
27	R/S - Review by County Surveyor	45 days	Tue 8/12/14	Mon 10/13/14
28	R/S - Address Comments	5 days	Tue 10/14/14	Mon 10/20/14
29	R/S - Recordation	1 day	Tue 10/21/14	Tue 10/21/14
30	Task 2: Utility Survey	45 days	Fri 6/20/14	Thu 8/21/14
31	Task 2.1: Project Setup and Research	5 days	Fri 6/20/14	Thu 6/26/14
32	Collect Record Data	5 days	Fri 6/20/14	Thu 6/26/14
33	Site Specific Planning	5 days	Fri 6/20/14	Thu 6/26/14
34	Task 2.2: Primary Control Network	5 days	Fri 7/4/14	Thu 7/10/14
35	Task 2.3: Total Station Utility Surveys	25 days	Fri 7/4/14	Thu 7/10/14
36	Task 2.4: Data Reduction and File Formatting	30 days	Fri 7/11/14	Thu 8/21/14

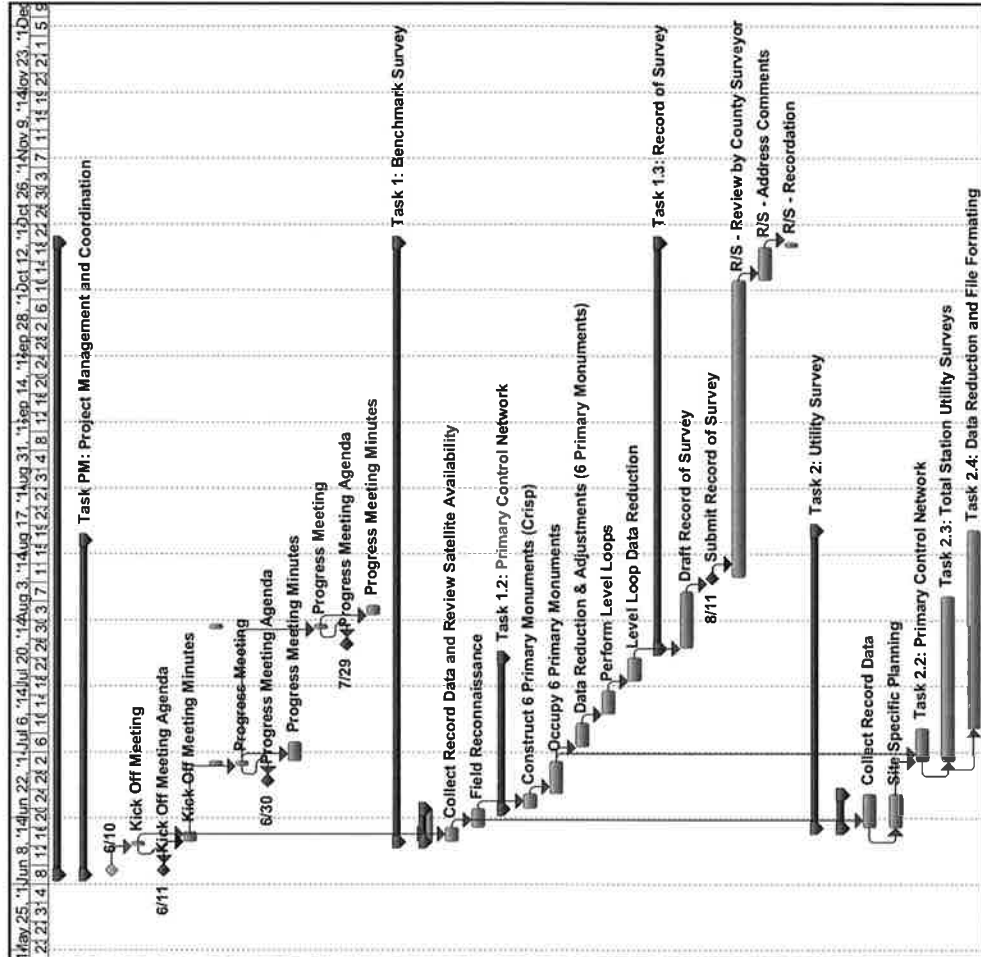


EXHIBIT "B"

EXHIBIT C

Compensation

Exhibit C – Estimated Fee Schedule

The following estimated fees were developed based on estimates of time that BKF feels will be necessary to complete the above-described scope of services. The fees are inclusive of project coordination and management efforts.

<u>Task</u>	<u>Description</u>	<u>Fee</u>
BENCHMARK SURVEY		
1.1	Project Setup and Research	\$ 1,908
1.2	Primary Control Network	\$13,801
1.3	Record of Survey	\$ 6,676
	Program Management and Meetings	\$ 2,836
Labor Subtotal		\$ 25,221
	Construct 6 Permanent Monuments (Crisp Company)	\$ 4,719
Benchmark Survey Subtotal		\$ 29,940
UTILITY SURVEY		
2.1	Utility Planning and Research	\$ 1,272
2.2	Primary Control Network	\$ 6,596
2.3	Utility Surveying	\$ 28,712
2.4	Data Reduction and File Formatting	1,326
	Program Management and Meetings	\$ 2,836
Utility Survey Subtotal		\$ 40,742
Total of Consulting Services		\$ 70,682
	Reimbursement Budget Allowance	\$ 400
Estimated Total Budget		\$ 71,082

The current County of Napa Record of Survey Application indicates an initial application fee of \$1,084.13 and a recordation fee of \$8.00 + \$3.00 for each additional sheet (BKF anticipates 4 sheets for this project). The above fees include an allowance of \$1,500.00 for County of Napa Record of Survey application, plan check, and recording fees. If the County of Napa requires more than \$1,500 in fees for review and recording of the Record of Survey, the additional costs shall be borne by the City of Calistoga, unless otherwise agreed to.

Professional service fees would be considered "Not to Exceed" and would accrue in accordance with our current Rate Schedule. Fees will accumulate on a time and materials basis, and will be based on the actual amount of time it takes to complete the described and/or requested services.

The fees will be invoiced monthly. The invoice will identify the professional category and associated hourly rate, and include a brief description of the services performed during that particular billing cycle. The fees are due upon presentation of an invoice.

Additional services will be performed only if authorized.