

AGREEMENT NO. _____

CONSULTANT SERVICES AGREEMENT**Related to Palisades Sewer Lift Station**

THIS AGREEMENT is entered into as of the _____ day of October, 2017, by and between the CITY OF CALISTOGA, herein called the "City," and ADOBE ASSOCIATES, INC., herein called the "Consultant."

Recitals

WHEREAS, City desires to obtain engineering design services in connection with the Palisades Sewer Lift Station Repair Project; 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 David Brown 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 October 3, 2017 and be completed not later than May 31, 2018. Consultant shall perform its services in accordance with the schedule attached hereto as Exhibit A, and

incorporated herein by reference. Any changes to these dates in either this Section 3 or Exhibit A 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 A, and incorporated herein by reference. However, in no event shall the amount City pays Consultant exceed Forty Two Thousand Three Hundred Dollars (\$42,300). 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. Consultant hereby agrees to defend, 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 for bodily injury, death and property damage only to the extent that such claims are caused by the negligence, recklessness or willful misconduct of the Consultant, its officers, employees, agents and subcontractors on account of or arising from Consultant's performance of services. For liability arising out of the performance of professional services, the Consultant shall indemnify, hold harmless, and defend the City, its officers, agents, employees, volunteers, and servants from and against any and all claims, demands, damages, costs, liabilities, or obligations to the extent such claims are caused by the negligent, reckless, or intentional acts or omissions of the Consultant, its officers, employees, agents and subcontractors in the performance of professional services under this Agreement. Notwithstanding any contrary provision herein, it is hereby agreed that the Consultant's obligation to defend or to pay the defense costs of the City arising out of the performance of professional services shall only apply if and when, and to the extent that the parties agree on, or a court or other forum of competent jurisdiction has determined, the percentage of Consultant's fault for the liability alleged, in which case Consultant shall be obligated to pay the amount equal to the percentage of its fault that has been actually determined.

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

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, Schedule of Performance, Compensation
- B. Exhibit B: List of Subcontractors

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

CONSULTANT

By: _____
Dylan Feik, City Manager

By: _____
David R. Brown, President

Date: _____

Date: _____

ATTEST:
Kathy Flamson

By: _____
City Clerk

AGREEMENT NO. _____

EXHIBIT A

Scope of Work, Schedule of Performance, Compensation

Date: September 20, 2017

Project No.
Reference No.

EXHIBIT A

Client:	City of Calistoga	Consultant:	Adobe Associates, Inc.
Name:	Derek Rayner	Name:	David R. Brown
Address:	414 Washington Street	Address:	1220 N. Dutton Avenue
City, St, Zip:	Calistoga, CA 94515	City, St, Zip:	Santa Rosa, CA 95401
Phone:	707-942-2828	Phone:	(707) 541-2300
Fax:	707-942-2831	Fax:	(707) 541-2301
Email:	drayner@ci.calistoga.ca.us	Email:	dbrown@adobeinc.com
		License No:	RCE 41833

Project Name: **Palisades Lift Station**
Site Address: Napa Valley Vine Trail, Calistoga
APN(s): 011-260-043

Scope of Services

Task 1) Palisades Lift Station Interior Liner Repair Research and Recommendation (Civil)

Adobe Associates, Inc. (AAI) will review research provided by City of Calistoga staff as well as coordinate input from various manufacturers and public agencies that have successfully implemented interior liner repairs for sanitary sewer wet wells. AAI will compile this input and provide a letter of recommendation for the preferred method of repair.

Fee: \$2,100

Task 2) Palisades Lift Station Upgrades Preliminary Design (Civil)

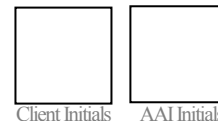
AAI will review past documentation regarding flows tributary to the Palisades Lift Station, inclusive of flows from the Silver Rose Resort development on Silverado Trail, and verify the necessary pump upgrades to accommodate the expected flows.

Fee: \$1,000

Task 3) Construction Documents for Palisades Lift Station Upgrades (Civil)

AAI will prepare construction documents for the implementation of the interior liner repair and pump upgrades. Project specifications will be included on the sheets of the construction documents. Construction documents for electrical and instrumentation upgrades will be prepared by Terry J. Cavanaugh & Associates (see Task 4 below) and included with the plans prepared under this task. An engineer's estimate will be prepared and delivered with these plans.

Fee: \$4,600



Task 4) Electrical and Instrumentation Design and Plans (Subconsultant)

Terry J. Cavanaugh and Associates (TJCAA) will perform the scope of services described in the attached proposal dated September 7, 2017.

Fee: \$34,600 (includes contract administration markup from AAI)

Additional Services: Additional services may be provided, if authorized by Client; shall be charged at the rates in effect at the time of the work (see attached current fee schedule) and paid for by Client as provided in this agreement. Additional services may include: services not outlined in Scope of Services, project representation at site meetings or public hearings, additional design and plan preparation; revisions to design and plans necessitated by conditions beyond our control.

Reimbursable Expenses: Reimbursable expenses shall consist of actual expenditures made by Consultant in the interest of the project for: blueprinting, reproduction, postage and handling of drawings, specifications and other documents; expense of overtime work requiring higher than regular rates (see Fee Schedule), if authorized by Client; expense for additional insurance coverage or limits, including professional liability insurance, requested and authorized by Client in excess of that normally carried by the Consultant; expense for transportation and living expenses in connection with out-of-town travel, authorized by Client; long distance communication; fees paid for approval of authorities having jurisdiction over the project. Compensation shall be computed based upon cost of expenses to Consultant multiplied by 1.15.

Proposal Amount:

Task 1:	Palisades Lift Station Interior Liner Repair Research and Recommendation (Civil)	\$2,100
Task 2:	Palisades Lift Station Upgrades Preliminary Design (Civil)	\$1,000
Task 3:	Construction Documents for Palisades Lift Station Upgrades (Civil)	\$4,600
Task 4:	Plans from TJCAA (Subconsultant)	\$34,600

Proposal is valid for 60 days from date of this Exhibit. Additionally, this proposal amount does not include any agency fees or title company services or services required from other design consultants.

Thank you for this opportunity to be of service.

SERVICES

- **Civil Engineering**
- **Land Surveying**
- **Wastewater**
- **Land Planning**
- **Regulatory**

**FEE SCHEDULE
For 2017**

*As a dedicated provider in a professional service industry
we recognize the success of our business revolves around accessibility
to our clients and understanding and responding to their needs.*

Professional Witness	\$275/hour
Principal	\$195/hour
Licensed Staff/Associate Principal	\$135-175/hour
Project Manager	\$145-165/hour
Civil Engineer/Surveyor Designer/Technician	\$85-140/hour
CAD Draftsperson	\$85-130/hour
Field Crew (two person crew)	\$215-270/hour
Field Crew (three person crew)	\$265-375/hour
Field Crew (GPS)	\$250/hour
Storm Water Lab Tech (in-house)	\$85/hour
Clerical/Bookkeeping (in-house)	\$60-75/hour
Notary Public	\$10/signature
ATV Charge	\$45/hour
Mileage	Federal Standard Rate
Travel	Hourly Rate
Reproduction (in-house)	30" x 42" \$3.50/sheet 24" x 36" \$2.50/sheet 18" x 26" \$1.50/sheet
Photocopies	\$0.25/sheet
Coordination/Handling Fee (Sub-Consultants, Agency fees paid by us, printing/reproduction by others, lab tests, postage and shipping, travel expenses, etc.)	15% of fee
Authorized Overtime: Hourly Rate Multiplier	1.25
Payment by Visa/Master Card convenience fee	3%

EXHIBIT B

List of Subcontractors

TJC and Associates, Inc.



September 7, 2017

EXHIBIT "B"

Mr. James L. Jensen, P.E., QSD/P
Project Manager
Adobe Associates, Inc.
1220 N. Dutton Avenue
Santa Rosa, CA 95401

Subject: City of Calistoga, Palisades Lift Station Upgrades
Instrumentation, Controls, and Electrical Engineering Services
(TJCAA Project No. 117031) – Revision 1

Dear James:

The purpose of this letter is to provide a scope for instrumentation, controls, and electrical (ICE) engineering services as requested by Adobe Associates, Inc. (AAI) for the City of Calistoga for upgrades to the existing Palisades Lift Station (Project). This letter summarizes the scope of work that will be provided by TJC and Associates, Inc. (TJCAA). Please review, and if acceptable, this letter may serve as the basis for a Scope of Work to be included in an agreement for engineering services.

Project Understanding

The City is seeking to change out three 5 HP pumps for three 10 HP pumps maintaining the existing PG&E, 3 phase, 240V electrical service. The PS was originally built as a package installation. However, the existing documentation does not appear to be accurate with respect to verified field conditions

I. TJCAA Scope of Services

Task 1. ICE Design Services

Description

TJCAA will provide engineering and drafting services necessary to define the elements of the Project that are included for ICE related engineering design services. Work anticipated to include:

- Perform field reconnaissance to verify existing service rating, equipment rating, and other electrical infrastructure conditions.
- Design replacement of existing 3 @ 5hp Flygt submersible pumps with new 3 @ 10 hp submersible pumps.
- Design replacement of existing with new motor starters, feeders, and protective devices as required to support operation of the new (larger) motors
- Control and instrumentation are assumed to remain unchanged; however, new control cables will be required as part of the new pumping system

Sacramento Office:
2356 Gold Meadow
Way,
Suite 250
Gold River, CA 95670
p 916.853.9658

Oakland Office:
The Cathedral Building
1615 Broadway,
4th Floor
Oakland, CA 94612
p 510.251.8980

Walnut Creek Office:
2890 North Main St.,
Suite 303
Walnut Creek, CA 94597
p 925.357.2676

f 800.948.5604

www.tjcaa.com



equipment and replacement of existing gas seals in the Class 1 Division 1 wet well.

- Design shall incorporate remote monitoring based on WonderWare mobile cloud based product (or equivalent)
- Design shall incorporate changing the existing Flygt panel to a new PLC controller and thin client HMI configured with Windows CE and Suitable thin client WonderWare platform.

Design submittals will be provided to AAI in the following packages:

- Predesign: Preliminary design summary Technical Memorandum
- 90% (Draft) design package
- Final design package

Each design package will incorporate appropriate AAI comments based on previous submittals and will update presented information consistent with the level of completion for that submittal. Design submittals will include elements defined in the table below.

Deliverables Included in Submittals					
Submittal	Calculations (PDF)	Design Drawings ¹ (PDF)	Specs ³ (PDF)	Engineer's Opinion of Probable Cost (PDF)	Signed Copies ⁴ (PDF)
Predesign	✓ ²	✓ ²		✓	
90% (Draft)		✓	✓		
Final	✓	✓	✓		✓

Notes:

1. Drawings will be provided in half-size (11 x 17) PDF format and delivered via e-mail.
2. Predesign load and generator calculations, plan drawings, and 1-line.
3. Specifications will be provided in traditional CSI format using MS-Word and delivered via e-mail.
4. Drawings will be provided in full-size (22 x 34) PDF format, electronically stamped and signed and delivered via e-mail.

Task 1.1.1. Anticipated List of Specifications

- *16001 - Electrical - General Electrical Requirements*

Task 1.1.2. Anticipated Drawing List

- *GE-1 Electrical Symbols and Abbreviations*
- *GE-2 Electrical Installation Details*
- *E-1 Electrical Single-Line Diagram and Grounding Schematic*
- *E-2 Pump Station Electrical Power, Control, & Signal Plans*
- *E-3 Electrical Conduit, Panelboard, and Fixture Schedules*
- *E-4 Pump Electrical Control Schematics*
- *E-5 PLC layout and Control Panel Elevation*

Task 2. Bid Assistance

TJCAA engineers will be available to answer questions and clarify issues associated with aspects of the design within its Scope of Work. TJCAA does not anticipate any involvement at on-site bid meetings or bid evaluations; however, TJCAA will be available for consultation via telephone calls on an as-needed basis.



TJCAA will also respond to any written requests for information from potential bidders.

Task 3. Engineering Services During Construction – Not Included

II. Assumptions

The scope of work detailed above is based on TJCAA's current understanding of the project requirements and is based on the following assumptions.

A. General

- Design will comply with the requirements of the 2016 California Electrical Code.
- Project Management for internal TJCAA tasks are included within the tasks defined above.
- Facility is existing; Documentation/record drawings are not accurate and condition will require verification during site field reconnaissance new.
- Preliminary design technical memorandum will include development of load estimates, generator sizing, single line diagram, and design criteria. The electrical cost elements will be provided to Client for the preliminary opinion of probable costs. Predesign design criteria and description will be a maximum of three (3) pages of text not including drawings, supporting equipment data sheets, or technical appendices.
- Adequacy of the existing PG&E service size will be verified. However, existing PG&E service assumed 240V, 3-phase and assumed to have sufficient capacity to support the larger pumps. Design of a new PG&E service is not anticipated to be required.
- Adequacy of the existing standby generator size will be verified for serving the larger pumps. However, Existing generator size will be verified but is assumed adequate to serve larger motors. Design of a new standby generator is not anticipated to be required.
- Existing instrumentation and control devices are assumed reused; only station revisions will consist of new motor controls, feeders, protective devices, and implementation of remote monitoring
- New equipment assumed to be installed in the existing pump control panel. A new panel or enclosure will not be required.
- Formal City or County building department and construction permit review, Title 24 energy calculations, and completion of permit forms or payment of permitting fees is not included.
- AAI will provide new pump electrical power requirements and other project technical details necessary to complete the ICE design work.
- TJCAA personnel will coordinate with the City, AAI, and remote monitoring SCADA package provider regarding the required system operations and remote monitoring requirements. New SCADA system work assumed based on existing City product standards.



- Replacement of existing Flygt panel with new small PLC and WonderWare based thin client is assumed to replace the Flygt panel “in kind”. Incorporating other facility controls and/or monitoring will not be included.
- Design documents and details for civil, structural (including any required seismic anchoring criteria), mechanical, HVAC, and other disciplines will be completed by AAI.
- AutoCAD site and plan drawings in “.DWG” format will be provided by AAI to TJCAA suitable for use as backgrounds for detailing electrical requirements. Design drawings will be created by TJCAA for the project using TJCAA’s standard format in AutoCAD. Drawing title block will be provided by AAI in AutoCAD format suitable for use as a Reference File. Final drawings will be provided to AAI in electronic format for publishing and distribution by Others. Printing costs are not included in this proposal.
- Material Specifications will conform to CSI Traditional (16 Division) format, developed in MS-Word, and will be provided via e-mail. All specifications front end sections and non-electrical technical sections (i.e., non-Division 16) shall be prepared by the AAI.
- Attendance at one (1) progress meetings by TJCAA Engineering Staff at Client offices is included for coordination of the ICE design efforts. Other design discussions are assumed to be handled by conference call.

B. Items that are NOT included within the Scope of Work:

- Engineering Services During Construction
- Preparing P&IDs
- Design, coordination, and payment of engineering fees associated with a new electrical service.
- Development of seismic anchoring criteria or structural backgrounds
- Responding to questions and/or comments generated during the permitting process or generated by the local jurisdiction
- Assistance with obtaining construction permitting
- Performing arc flash power analysis studies

III. Additional Services

No “Additional Services” are anticipated at this time. Should “Additional Services” be identified, TJCAA will perform such “Additional Services” services only if mutually agreed to in writing by AAI and TJCAA.

IV. Deliverables

The Consultant will provide the items shown in the “**Deliverables Included in Submittals**” table above to the Client as part of this agreement.



TJCAA will provide monthly project invoices including current charges and budget status to the AAI.

V. Schedule

Schedule will be coordinated with AAI. A preliminary schedule was assumed for the purposes of developing this fee proposal.

- Preliminary design technical memorandum: November 2017
- Draft Final design plans and specifications: January 2018
- Final design plans and specifications: March 2018
- Bid Period: April 2018
- Construction will begin in late spring of 2018

VI. Consultant's Compensation

Fees quoted assume that the design portion of the project will commence in 2017 and completed in 2018.

Based on the above understanding, scope, assumptions, and our conversations and e-mails with AAI, we propose to provide engineering services on a time and materials basis with the following upper limits.

Task 1 – ICE Design Services	
ICE	\$ 28,050
Task 2 – Bid Assistance	
ICE	\$ 2,000
TJCAA Total →→	\$30,050

TJCAA will invoice services on a monthly basis using the TJCAA Rate Schedule in effect at the time services are performed. TJCAA's current 2017 Rate Schedule is attached.

TJCAA looks forward to working with AAI on this project. Please feel free to call me at (510) 251-8980 should you have any questions or require any additional information.



Sincerely,

A handwritten signature in blue ink that reads 'Paul J Giorsetto'.

Paul Giorsetto
Vice President
TJC and Associates, Inc.

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