

**PROFESSIONAL SERVICES AGREEMENT**  
for the  
**On-Call Electrical Engineering Design Services**

**THIS AGREEMENT** is executed this 1 day of August, 2016, by and between the CITY OF MONTEREY, a municipal corporation, (hereinafter "City"), and Cannon Corporation, (hereinafter "Consultant"), collectively referred to herein as the "parties".

**WHEREAS**, the City wishes to engage Consultant to perform the services required by this Agreement; and,

**WHEREAS**, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

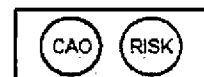
**WHEREAS**, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

**1. SERVICES**

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following services: on-call electrical engineering design services, as further described in the City's Request for Proposals ("RFP") dated May 12, 2016 attached hereto as Exhibit "A", and Consultant's Proposal ("Proposal") dated June 9, 2016, attached hereto as Exhibit "B". In case of any conflict between these documents, it is the express intent of the parties hereto that the order of precedence and controlling language shall be in the following order: No. 1 this Agreement; No. 2 the City's Request for Proposals (Exhibit "A"); No. 3 Consultant's Proposal (Exhibit "B"). The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services they will perform, as further set forth in this Agreement and attachments hereto.
- B. **Amendment of Services.** The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written amendment to this Agreement ("Amendment"), signed by the City and Consultant, prior to commencement of any such changes of the Services, however any change in Scope or increase in compensation beyond the Scope or compensation limits amount approved by the Monterey City Council shall be authorized and approved in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without a prior written Notice to Proceed with these amended services.

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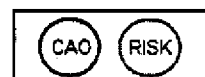


- C. **Supplemental Services.** Consultant shall, if requested in writing by the City, perform supplemental services at the hourly rates set forth in the Fee Schedule attached hereto as Exhibit "C". Consultant shall not provide any supplemental services in excess of the Scope of Services under this Agreement without a prior written Notice to Proceed with these supplemental services. All other terms of this Agreement shall apply to any authorized supplemental services.

## 2. COMPENSATION

- A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Fee Schedule (Exhibit "C"), in a total annual amount not-to-exceed Five Hundred Thousand Dollars (\$500,000.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until such time as the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Except as specifically authorized by the City, Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number (when applicable) and City's Project Code(s) for each project;
  - ii. Invoice number and date;
  - iii. A brief description of services performed for each project phase and/or task;
  - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Amendments, if any;
  - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Amendments, if any;
  - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
  - vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;

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- viii. The amount due for the period covered by this invoice for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task and/or item for the agreed total compensation and approved Amendments, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant invoices, including hourly breakdowns when requested by City, vendor invoices and reimbursable invoices.

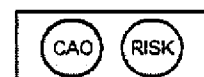
Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16<sup>th</sup>) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Fees.** The City may increase or decrease the Maximum Authorized Expenditure by issuing an Amendment to the Agreement in accordance with Section 1.B "Amendment of Services" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Unless noted elsewhere in this Agreement, payment for all authorized services, including payment for authorized supplemental and on-call, as-needed services, shall be made by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C").
- E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods shall be paid by the City to Consultant in accordance with the various rates as

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set forth in the Consultant's Fee Schedule (Exhibit "C"). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

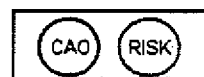
**F. Audit and Examination of Accounts:**

- i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
- ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any City of the County of Monterey, the County of Monterey or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in any and all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

**3. AGREEMENT TERM**

- A. **Term.** The work under this Agreement shall commence upon the effective date of the Master Notice to Proceed and shall be for a term of two (2) years, with the option to extend for an additional two (2) one-year terms unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform any supplemental or on-call services as set out in Section 1.C, "Supplemental and On-Call Services", in a timely manner or in accordance with the agreed upon Project Schedule, completion dates or time periods.
- B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

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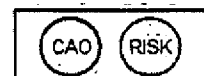


- C. **Project Schedule.** If applicable, services shall be completed by Consultant in accordance with the Project Schedule. The parties may, from time to time, by Amendment, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Amendment. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall immediately notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time period specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

#### 4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto as Exhibit "D".
- B. **Substitution of Employees or Subconsultants:**
- i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "D" without the prior written approval of the City, such approval shall not be withheld unreasonably. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
  - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
  - iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of

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anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

**E. Independent Contractor:**

- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.
- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

**5. REPRESENTATIVES AND COMMUNICATIONS**

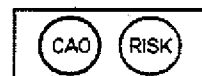
- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Steve Wittry, P.E.  
Title: City Engineer  
Address: City Hall, 580 Pacific St., Room 7, Monterey, CA 93940  
Telephone: (831) 646-3921  
Email: wittry@monterey.org

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Garrett Otto, P.E.  
Title: Associate Electrical Engineer  
Address: 1050 Southwood Drive, San Luis Obispo, CA 93401

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Telephone: (805) 503-4565

Email: GarrettO@CannonCorp.us

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

## 6. INDEMNIFICATION

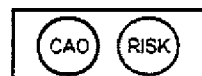
Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees, if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; if such claims arise out of, pertain to, or relate to the negligence,

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recklessness, or willful misconduct of Consultant, and excepting such damage or loss arising out of the negligence of the City.]

## 7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

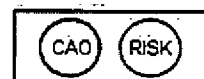
- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:

- i. All insurance required under this Agreement must be written by an insurance company either:
  - 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;
  - or
  - 2. an insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

- ii. Each insurance policy required by this Agreement shall state that coverage shall not be canceled, except with notice to the City.
- iii. The general liability and auto policies shall:
  - 1. Provide an endorsement naming the City of Monterey, its officers, officials, employees, and volunteers as additional insureds. General liability coverage

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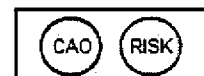




can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Monterey shall be excess to the Consultant's insurance and shall not contribute with it.
  3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
  4. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
  - v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
  - vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
  - vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
  - viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

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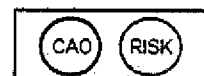
## 8. PERFORMANCE STANDARDS

- A. Consultant acknowledges and agrees that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, competent have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices, and all work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also acknowledges and agrees that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

## 9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.

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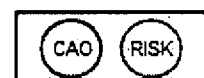
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

## 10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

## 11. CONFIDENTIALITY

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- A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

## 12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the

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Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;

- E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

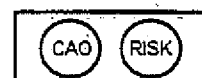
### 13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to an Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City's Deputy City Manager of Plans and Public Works or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the Deputy City Manager of Plans and Public Works pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the City of Monterey.
- D. **Legal Action/Claims.** Consultant may not bring legal action against the City to resolve a Dispute as set forth herein until it has exhausted its administrative remedies as set forth in subsections B and C above. All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6) and, if applicable, Monterey City Code Section 1-8.2 regarding claims against the City not otherwise governed by the Government Claims Act.

### 14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be

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issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:

- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
  - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
  - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
  - iv. Fails to observe or comply with the City's reasonable instructions;
  - v. Breaches the Conflict of Interest provisions of this Agreement; or
  - vi. Otherwise violates any provision of this Agreement.
- B. Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.
- C. Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
  - ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:
    1. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
    2. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
  - iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

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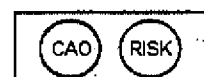
## 15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.
- B. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

## 16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any Amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

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- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Monterey Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
- O. **On-Call Agreements.** The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as shall be

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defined in written work requirements to be issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. No minimum dollar value of work is guaranteed by the City.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY

  
\_\_\_\_\_  
Mayor, City Manager, or Designee Signature  
Michel M. Crubly  
\_\_\_\_\_  
Printed Name  
Cell Manager  
\_\_\_\_\_  
Title

CONSULTANT

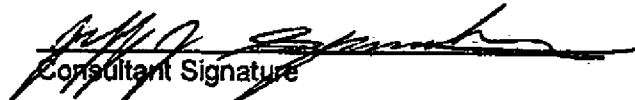
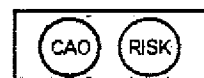
  
\_\_\_\_\_  
Consultant Signature  
JEFF J. SPANGBAUER  
\_\_\_\_\_  
Printed Name  
Director, Automation & Electrical Eng.  
\_\_\_\_\_  
Title  
Cannon Corporation  
\_\_\_\_\_  
Consultant Legal Company Name

Exhibit "A" Request for Proposals  
Exhibit "B" Proposal  
Exhibit "C" Fee Schedule  
Exhibit "D" Key Employees and Subconsultants



defined in written work requirements to be issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. No minimum dollar value of work is guaranteed by the City.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY

CONSULTANT

\_\_\_\_\_  
Mayor, City Manager, or Designee Signature

  
\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Printed Name

Jeff J. Spanbauer  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Director, Automation + Electrical Eng.  
\_\_\_\_\_  
Title

Cannon Corporation  
\_\_\_\_\_  
Consultant Legal Company Name

- Exhibit "A" Request for Proposals
- Exhibit "B" Proposal
- Exhibit "C" Fee Schedule
- Exhibit "D" Key Employees and Subconsultants

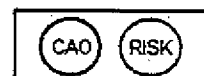
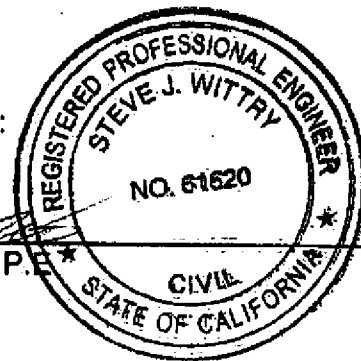


**REQUEST FOR PROPOSAL  
TO PROVIDE ON-CALL ELECTRICAL ENGINEERING DESIGN  
SERVICES  
FOR THE CITY OF MONTEREY**

**May 12, 2016**

Approved By:

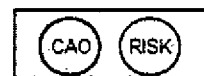
*[Handwritten Signature]*  
Steve Wittry, P.E.  
City Engineer



# REQUEST FOR PROPOSAL TO PROVIDE ELECTRICAL ENGINEERING DESIGN SERVICES FOR PROJECTS WITHIN THE CITY OF MONTEREY

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# REQUEST FOR PROPOSAL TO PROVIDE ON-CALL ELECTRICAL ENGINEERING DESIGN SERVICES

## 1. INTRODUCTION

The City of Monterey (City) is seeking comprehensive proposals for professional services from qualified firms to perform on-call electrical engineering design services. The scope of work shall include, in general, electrical engineering services for the preparation of plans, specifications, cost estimates; calculations, studies and other electrical engineering-related work. Projects may be located in the City of Monterey, Presidio of Monterey, Ord Military Community, Naval Post Graduate School or Camp Roberts. This solicitation is not intended to create an exclusive service agreement and multiple contracts may be awarded.

## 2. PROJECT DESCRIPTION

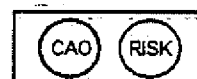
The proposed project will include the performance of electrical engineering design for various capital (local, state and/or federal) projects. Task orders will be created under a Master Agreement. Tasks in general for most projects may involve designs of upgrades, replacements, and reconfigurations of building electrical, lighting, communications, data network cables, fire alarm systems, emergency power generation systems and various other municipal electrical engineering projects. Each task will be based upon an agreed upon scope, schedule and fee. An individual work order will be created under this Master Agreement for the completion of each task order.

## 3. TERMS OF WORK

- A. The City of Monterey's standard Professional Services Agreement (Agreement), which includes the City's standard terms and conditions and insurance requirements applicable to the performance of this work, attached hereto as Attachment A.
- B. The term of the Agreement will be for an initial two (2) year period and will include options for two (2) annual extensions. The total term of this Agreement will not exceed four (4) years.
- C. The City will identify tasks and ask the Consultant to prepare a task proposal which, at minimum, will include: scope of work, not-to-exceed fee and schedule. A Notice to Proceed will be issued for each task under this Agreement.
- D. All drawings, reports, data, computer files, specifications, calculations, and studies prepared by the consultant shall become the property of the City, with all rights of ownership including reproduction of the same.

## 4. THE CITY WILL NOT EXPECT THE CONSULTANT TO:

- A. Reproduce and distribute plans and specifications for bidding purposes



- B. Provide construction testing or construction inspections services.
- C. Obtain permits from other governmental organizations; however, the City may request the Consultant to assist in the preparation of any needed documentation.
- D. Prepare environmental documents.

5. SCOPE OF WORK

Basic services shall be to perform various electrical engineering tasks typical of a municipal agency.

Selected firms will be expected to perform a minimum of the following tasks either within their own forces or by the use of sub-consultants. The exact scope of each project will be defined as the projects are submitted to the consultant for design cost estimation.

Tasks may include, but are not limited to the following:

- A. Evaluation, recommendation and design of retrofits to existing electrical systems or new systems within the City (buildings, streets and parks) including any required electrical load calculation or title 24 energy documentation.
- B. Preparation of appropriate technical project plans and specifications to be included as part of the public bid process.
- C. Preparation of construction cost estimates.
- D. Provide construction support services.
- E. Coordination of activities with PG&E (applications, agreements, etc).

6. MINIMUM PROPOSAL CONTENT

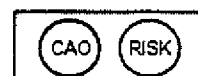
Firms wishing to be considered for this contract should submit, at a minimum, the following (not to exceed 25 pages).

A. Cover Letter

Provide a brief synopsis of the firm and project team. Identify the Project Manager, including contact information, for this Request for Proposals.

B. Technical Proposal

1. Relevant public agency experience, both of the firm and the personnel assigned to this project- Include resumes of key personnel.
2. Examples of two (2) specific projects that the firm and assigned personnel have worked on within the past three years, with contact names and phone numbers of the clients.
3. A list of sub-consultants to be used, if any, and their expertise as called for in relation to the Scope of Services.
4. A description of the firm's approach for: project management; schedule management; quality control/quality assurance; and cost management as related to this solicitation.



5. A brief outline of the firm's current workload, staffing and ability to provide timely deliverables. If applicable, identify the primary office from which work will be produced.
6. A description of how the firm will utilize its resources to prepare specific task proposals and start and complete tasks in a timely manner.

C. Fee Schedule

Provide the fee schedules for your firm and any proposed sub-consultants, which include an hourly rate for each category of employee (i.e., Principal, Technician, etc.); and fees for applicable direct costs (mileage, blueprint, reproduction, etc.). No 'mark-up' will be allowed for direct costs. Sub-consultant services are to be billed at cost plus ten percent (10%) maximum.

7. SUBMITTAL REQUIREMENTS

A. Proposals

Five (5) originals and one electronic copy of the technical proposal are to be submitted in one envelope or package clearly marked on the exterior as to this solicitation, technical proposal, and due date and time. Two (2) copies of the fee schedules must be in a separate sealed envelope or package, clearly marked as the "Fee Schedule" for this solicitation, with the name of the firm and due date/time.

B. Due Date/Time

Proposals will be received by the City's Engineering office **until 4:00 p.m., Friday, June 9, 2016**. Submit to:

Jeff Krebs, P.E.  
Principal Engineer  
City of Monterey Engineering  
580 Pacific Street, Room #7  
Monterey, CA 93940

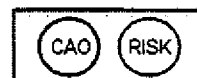
8. PROCEDURES AND EVALUATION OF PROPOSALS

The City will select firms based on qualifications, related experience, recommended project approach, availability and practical applications which best accomplish the objectives while incorporating innovative and cost effective methods.

A. Evaluation Criteria

An evaluation committee will review and evaluate technical proposals against the following criteria.

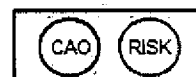
Consultants should submit information sufficient for the City to easily evaluate qualifications with respect to the selection criteria. The absence of required information may cause the package to be deemed non-responsive and may be



cause for rejection. The ability of the consultant to clearly and concisely convey information will be considered in the review process.

The selection criteria and the importance of each are included below:

<b>Criteria</b>	<b>Scoring</b>
<b>Responsive Proposal</b>	<b>Indicate Pass/Fail</b>
Cover letter, including firm and responsible charge contact information	
Signed proposal and acknowledgement of addenda (if applicable)	
General firm information, including identification of any sub-consultants	
Project experience information	
Organizational chart of proposed team	
Resumes of key personnel for this proposal	
Management approach-schedule/cost/QA/QC	
Staff has appropriate licenses, registrations and certifications to provide services listed in Scope of Work	
Fee schedule-submitted in a separate sealed envelope	
<b>Any item marked "Fail" will cause the proposal to be deemed non-responsive.</b>	
<b>Proposed Team Qualifications and Resumes</b>	<b>Points 0-10</b>
Organizational chart of proposed team provides a clear picture of the working relationship between all key personnel on the proposed team	
Proposed team members have relevant technical experience to provide electrical engineering services as typically relevant to a municipal agency	
<b>Sub Total Possible Points – 20</b>	
<b>Project Experience</b>	<b>Points 0-15</b>
Project 1- Description Indicates: (1) Previous experience with government projects (2) Technical expertise utilized (3) Record of accomplishing project on schedule and within budget (4) Role of firm in the project	
Project 2- Description Indicates: (1) Previous experience with government projects (2) Technical expertise utilized (3) Record of accomplishing project on schedule and within budget (4) Role of firm in the project	
<b>Sub Total Possible Points – 30</b>	
<b>Project Specific Components:</b>	<b>Points 0-10</b>
<b>Management Approach- Quality Control/ Quality Assurance of Work Products (1 page limit)</b>	
Describe approach, steps and methods used by the firm to ensure quality control of documents and products. Describe steps taken to ensure tasks are completed with minimum City review.	
<b>Management Approach – Task Schedule Management (1 page limit)</b>	
Describe schedule management approach to ensure timely submittal of task proposals and methods that will be used to ensure work is completed in a timely fashion	
<b>Management Approach – Cost Management (1 page limit)</b>	





Describes firm's process for cost management, methods for tracking costs, and methods used to recover budget/estimated cost overrun.	
<b>Sub Total Possible Points = 30</b>	
<b>Local and Team Experience</b>	<b>Points 0-5</b>
Describes relevant experience working as a team in the Monterey Peninsula	
<b>Sub Total Possible Points = 5</b>	
<b>Total Possible Points-85</b>	

**B. Procedures**

All proposals that are deemed responsive based on the Evaluation Criteria will be scored and ranked based upon total points received. At the City's discretion, the most highly qualified firms may be used to establish a "short list" of finalists.

1. Should the City elect to establish a "short list", firms on the short list may be asked to formally present their proposal in Monterey and respond to interviewer questions.
2. Upon the completion of the rankings, to determine a fair and reasonable price, the sealed fee schedules of all the responsive proposers will be opened, and fee negotiations will commence with the highest ranked firm. If the fees are mutually agreed upon after negotiations, an agreement will be placed on a City Council agenda for approval consideration. If fee negotiations are unsuccessful with the highest ranked firm, that firm will be excused, and the fee schedule of the next highest ranked firm will be negotiated.
3. The City reserves the right to enter into agreements with multiple firms as a result of this solicitation
4. The City reserves the right to reject any and all proposals and to reissue its request for proposals. The City reserves the right to cancel the project at any point and pay the consultant only for costs incurred to that point and for work completed which is usable as determined by the City.

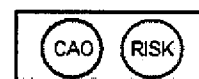
**C. Schedule**

The anticipated schedule for this solicitation is as follows:

Release of RFP	May 13, 2016
Receipt of Proposals	June 9, 2016
Review, rate proposals & negotiate fee schedule	June 9 – 15, 2016
City Council Award	July 5, 2016
Consultant signature and documentation	July 6 – July 14, 2016

**9. POINT OF CONTACT**

Interested firms desiring additional information are asked to call the City of Monterey's Engineering Office, 580 Pacific Street, Rm. 7, Monterey, CA 93940 at (831) 646-3921 or via email [engineering-admin@monterey.org](mailto:engineering-admin@monterey.org).



Primary point of contact: Jeff Krebs, P.E., QSD, Principal Engineer.

10. GENERAL INFORMATION

The Notice to Proceed for the Master Agreement will be mutually agreed upon based on the date of the contract execution. The negotiated fee schedule shall remain in effect throughout the duration of the contract.

The aggregate not-to-exceed fee for all tasks provided during the term of the Agreement shall be \$500,000 annually (\$1,000,000 for the initial 2 year term). Subsequent extensions of the Agreement will provide an additional funding limit of \$500,000. The total Agreement shall not exceed \$2,000,000.

There is no guaranteed minimum amount of work that may be assigned under the Agreement. The proposer agrees that the offer to perform work at the various rates set forth in the proposer's fee schedule will remain in effect for all on-call tasks issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first.

Proposers should review the attached Professional Services Master Agreement for all contractual requirements, including insurance and indemnification. Proposers should consider the cost of carrying the insurance required in the Professional Services Agreement, Attachment A. City reserves the right to reject any proposer as non-responsive based on failure or inability to meet the terms and conditions in the form Agreement.

11. ADDITIONAL INFORMATION

The proposer is strongly encouraged to review the City website, [www.monterey.org](http://www.monterey.org), to view current projects and programs within the City.



**ATTACHMENT A: PROFESSIONAL SERVICES AGREEMENT**  
**for the**  
**[Name of the Project] Project**

**THIS AGREEMENT** is executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the CITY OF MONTEREY, a municipal corporation, (hereinafter "City"), and [Name of Consultant], (hereinafter "Consultant"), collectively referred to herein as the "parties".

**WHEREAS**, the City wishes to engage Consultant to perform the services required by this Agreement; and,

**WHEREAS**, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

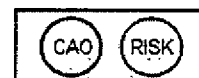
**WHEREAS**, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

**1. SERVICES**

**A. Scope of Services**. Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following services: [insert general description of the scope of work], as further described in the City's Request for Proposals ("RFP") dated [insert date of RFP] attached hereto as Exhibit "A", and Consultant's Proposal ("Proposal") dated [insert date of Proposal], attached hereto as Exhibit "B" [OPTIONAL LANGUAGE IF NEW SCOPE HAS BEEN CREATED DURING NEGOTIATIONS: and Final Negotiated Scope of Services ("Final Scope") attached hereto as Exhibit "C". In case of any conflict between these documents, it is the express intent of the parties hereto that the order of precedence and controlling language shall be in the following order: No. 1 this Agreement; No. 2 the City's Request for Proposals (Exhibit "A"); No. 3 Consultant's Proposal (Exhibit "B") [or, No. 3 Final Negotiated Scope (Exhibit "C")] [add additional items if applicable, No. 4 – X, insert Exhibits sequentially in the order controlling terms should apply]. The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services they will perform, as further set forth in this Agreement and attachments hereto.

**B. Amendment of Services**. The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written amendment to this Agreement ("Amendment"), signed by the City and Consultant, prior to commencement of any such changes of the Services, however any change in Scope or increase in compensation beyond the Scope or compensation limits amount approved by the Monterey City Council shall be authorized and approved in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without a prior written Notice to Proceed with these amended services.



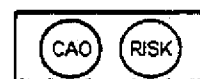
- C. **Supplemental Services.** Consultant shall, if requested in writing by the City, perform supplemental services at the hourly rates set forth in the Fee Schedule attached hereto as Exhibit "C". Consultant shall not provide any supplemental services in excess of the Scope of Services under this Agreement without a prior written Notice to Proceed with these supplemental services. All other terms of this Agreement shall apply to any authorized supplemental services.

## 2. COMPENSATION

- A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Fee Schedule (Exhibit "C"), in a total amount not-to-exceed \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until such time as the Services have been satisfactorily performed.

- B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Except as specifically authorized by the City, Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:

- i. Project Title, the City's Purchase Order number (when applicable) and City's Project Code(s) for each project;
- ii. Invoice number and date;
- iii. A brief description of services performed for each project phase and/or task;
- iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Amendments, if any;
- v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Amendments, if any;
- vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;



- viii. The amount due for the period covered by this invoice for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task and/or item for the agreed total compensation and approved Amendments, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant invoices, including hourly breakdowns when requested by City, vendor invoices and reimbursable invoices.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16<sup>th</sup>) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

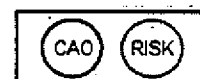
The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

**C. Adjustment of Fees.** The City may increase or decrease the Maximum Authorized Expenditure by issuing an Amendment to the Agreement in accordance with Section 1.B "Amendment of Services" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.

**D. Hourly Rates.** Unless noted elsewhere in this Agreement, payment for all authorized services, including payment for authorized supplemental and on-call, as-needed services, shall be made by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C").

**E. Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods shall be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C"). All reimbursable expenses



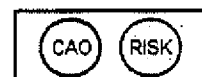
shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

**F. Audit and Examination of Accounts:**

- i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
- ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any City of the County of Monterey, the County of Monterey or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in any and all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

**3. AGREEMENT TERM**

- A. **Term.** The work under this Agreement shall commence [start date of contract] and shall be completed by [end date of contract] unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform any supplemental or on-call services as set out in Section 1.C, "Supplemental and On-Call Services", in a timely manner or in accordance with the agreed upon Project Schedule, completion dates or time periods.
- B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule.** If applicable, services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "D". The parties may, from time to time, by Amendment, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Amendment. If at any time Consultant discovers that the Project Schedule cannot be



met, Consultant shall immediately notify the City in writing and provide a revised Project Schedule for review and consideration by City.

- D. **Notice to Proceed**. Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time period specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

#### 4. **CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS**

- A. **Listed Employees and Subconsultants**. Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto as Exhibit "E".

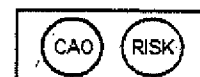
B. **Substitution of Employees or Subconsultants:**

- i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "E" without the prior written approval of the City, such approval shall not be withheld unreasonably. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
- ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
- iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.

- C. **Sub-agreements with Subconsultants**. Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.

- D. **Not an Agent of the City**. Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

E. **Independent Contractor:**



- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.
- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

**5. REPRESENTATIVES AND COMMUNICATIONS**

**A. City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**B. Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: \_\_\_\_\_

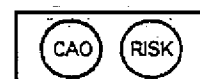
Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**C. Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.





**D. Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

## 6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

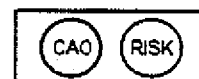
To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees, if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, and excepting such damage or loss arising out of the negligence of the City.

## 7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in



effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:

- i. All insurance required under this Agreement must be written by an insurance company either:
  - 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;
  - or
  - 2. an insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

- ii. Each insurance policy required by this Agreement shall state that coverage shall not be canceled, except with notice to the City.
- iii. The general liability and auto policies shall:
  - 1. Provide an endorsement naming the City of Monterey, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
  - 2. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance



maintained by the City of Monterey shall be excess to the Consultant's insurance and shall not contribute with it.

3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
  4. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
  - v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
  - vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
  - vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
  - viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

## 8. PERFORMANCE STANDARDS

- A. Consultant acknowledges and agrees that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, competent have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are



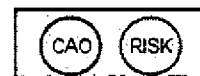
appropriately licensed to perform the work and deliver the Services required under this Agreement.

- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices, and all work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also acknowledges and agrees that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

## 9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

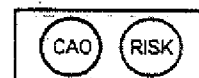
## 10. OWNERSHIP AND USE OF MATERIALS



- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

## 11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement.



Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.

- B. California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

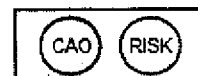
## 12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;
- E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

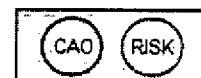
## 13. DISPUTE RESOLUTION



- A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to an Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City's Deputy City Manager of Plans and Public Works or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the Deputy City Manager of Plans and Public Works pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the City of Monterey.
- D. **Legal Action/Claims.** Consultant may not bring legal action against the City to resolve a Dispute as set forth herein until it has exhausted its administrative remedies as set forth in subsections B and C above. All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6) and, if applicable, Monterey City Code Section 1-8.2 regarding claims against the City not otherwise governed by the Government Claims Act.

#### 14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
  - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;



- iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
- iv. Fails to observe or comply with the City's reasonable instructions;
- v. Breaches the Conflict of Interest provisions of this Agreement; or
- vi. Otherwise violates any provision of this Agreement.

**B. Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.

**C. Steps after Termination:**

- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:
  - 1. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
  - 2. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
- iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

**15. LEGAL ACTION / VENUE**

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.
- B. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or

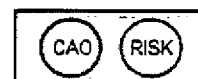




misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

## 16. MISCELLANEOUS PROVISIONS

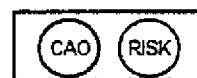
- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any cause, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any Amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is



the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.

- I. **Authority**. Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability**. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement**. This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest**. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License**. Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Monterey Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws**. Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
- O. **On-Call Agreements**. The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as shall be defined in written work requirements to be issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. No minimum dollar value of work is guaranteed by the City.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.



CITY OF MONTEREY

CONSULTANT

\_\_\_\_\_  
Mayor, City Manager, or Designee Signature

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Printed Name

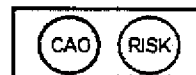
\_\_\_\_\_  
Printed Name

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Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Consultant Legal Company Name

- Exhibit "A" Request for Proposals
- Exhibit "B" Proposal
- Exhibit "C" Fee Schedule
- Exhibit "D" Project Schedule
- Exhibit "E" Key Employees and Subcontractors



# Reliable Responsive Solutions

Agreement # Ac 5637 Page 43 of 7

Best for Proposal to Provide On-Call  
Professional Engineering Design Services for  
the City of Monterey



Prepared for  
the City of Monterey  
by

Effective Implementation  
Approach and Workload

Expedient Delivery  
Timely Completion of Work

Professional Services  
Resumes of Key Personnel

Proven Performance  
Specific Projects and References

Agreement  
Jeff Krebs, PE  
Principal Engineer  
City of Monterey Engineering  
580 Pacific Street, Room #7  
Monterey, CA 93940  
637 - 3044



Subject: Request for Proposal to Provide On-Call Electrical Engineering  
Design Services for the City of Monterey

Dear Mr. Krebs:

The City of Monterey's (City) request for On-Call Electrical Engineering Design Services is a timely opportunity to find a reliable, responsive professional team. The City needs a consultant that will listen attentively, respond quickly, communicate directly, and work diligently from beginning to end on each and every project, regardless of the size or scope.

At Cannon, doing the job right the first time starts with gaining a clear understanding of your needs, and then working as an extension of your staff to help meet your project goals. We understand that on-call service agreements require a high degree of professional and technical competence, well-established work-flow standards and procedures, and the ability to respond to short timelines while working within available budgets.

We have aimed to attain these goals during the past 40 years while assisting a wide range of public and private clients throughout California. Our team is aware of the City's goals and the following contributions to the successful completion of projects:

-  sense of urgency to respond to projects quickly
-  efficient project management to keep projects on schedule
- thorough knowledge and experience designing to Title 24 energy standards
- simple and experienced staff to execute projects with precision and skill
- good working relationship with PG&E for service upgrades and new service coordination

Our in-house team of professionals has extensive knowledge and experience with electrical and power distribution systems for municipal infrastructure, including engineering and design for water and wastewater facilities; pump and lift stations; facility power, lighting, data systems; for critical and non-critical office and operations buildings; and more. In addition, Cannon is a diverse firm able to provide services potentially needed on City projects outside the scope of electrical services, such as land surveying; SCADA and automation; civil, structural, and mechanical engineering/design; and construction management.

The following response demonstrates our experience. I am available to answer any questions through the contact methods provided below or to further discuss this statement of qualifications. On behalf of the Cannon team, I appreciate this opportunity to serve the City and hope to speak in detail soon.

Sincerely,



Garrett Otto, PE  
Associate Electrical Engineer, E 20833

1050 Southwood Drive, San Luis Obispo, CA 93401  
☎ 805.503.4565, 📠 805.544.3863, ✉ GarrettO@CannonCorp.us  
🌐 CannonCorp.us

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**Section A** Firm Profile

**Section B** Technical Proposal

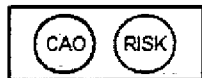
- Relevant Public Agency Experience
- Organizational Chart and Resumes of Key Personnel
- Specific Projects and References
- Approach and Workload

**Appendix** Detailed List of Cannon Services

Fee Schedule included in a separate sealed envelope

Running projects for the last 20 years, it's refreshing to work with such a professional firm. Since day one I have had no issues with Cannon.

- Brett Mullins, Project Manager, PG&E



# Firm Profile

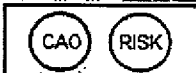
*Cannon Corporation - Providing Reliable Responsive Solutions since 1976*

As a full-service engineering, surveying, landscape architecture, and construction management firm, we take pride in our ability to offer clients a broad range of services. Our commitment to providing clients Reliable Responsive Solutions, whether the project scope is expansive or more specialized, spans 40 years. During that time, we have worked with many cities, counties, and agencies throughout California to maintain secure and dependable water and wastewater systems, make streets safer and more pedestrian and bicycle-friendly, and construct buildings and facilities that are acoustically sound. Likewise, we are dedicated to creating sustainable landscapes and providing a high-level of technical expertise in areas of low impact development (LID) design.

These qualities have been an integral part of the many projects we have completed for public and private entities, including capital improvement projects, California State Military projects, projects involving wells, treatment facilities, and pump stations serving thousands of City residents, and other general municipal projects. This experience gives us tremendous insight on electrical engineering and design improvements whether we are conducting arc flash analyses or upgrading critical systems.


Our team, which includes registered electrical engineers, automation and control systems/SCADA engineers, and a California certified general electrician, offers expertise in the following areas of service that may be needed for the City's projects:

- Power Distribution Design
- Lighting and Facility Design
- New Utility Services and Upgrades
- Multi-Agency Coordination
- Arc/Flash and Coordination Studies
- Electrical and Automation Engineering and Design
- Regulatory Requirements and Permitting Assistance
- Construction Engineering and Support Services
- Construction Management and Inspection Services
- Civil Engineering and Design
- Mechanical Engineering and Design
- Structural Engineering and Design
- Landscape Architecture



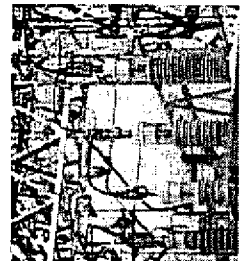
*As a private California Corporation with a staff of 120 professionals and four locations in San Luis Obispo, Bakersfield, Los Angeles, and Ontario, California, work for the City of Monterey will be fulfilled by staff from our San Luis Obispo office.*

**Firm Contact**  
 Garrett Otto, PE  
 Associate Electrical Engineer  
 1050 Southwood Drive, San Luis Obispo, CA 93401  
 805-503-4565 | Garrett@CannonCorp.us  
 CannonCorp.us



### Experience Counts

Our project team offers expertise in the following areas relevant to your request for on-call services:



Electrical Engineering & Power Distribution Design... see pages 14, 15, 16, 17



Electrical/Automation for Military Projects... see page 15



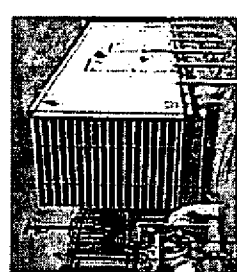
Electrical/Automation for Municipal Infrastructure... see pages 14, 15, 17



Feasibility & Arc Flash/Safety Studies... see page 16



Electrical/Automation for Water/Wastewater Systems & Facilities... see pages 16, 17



Emergency Power Generation Systems... see page 16

Please see our Specific Projects and References section to learn more about our work which involved these and other components similar in nature to those required by the City in its On-Call Electrical Engineering Design Services RFP.



# Technical Proposal

Relevant Public Agency Experience

Exhibit B

## Working with Municipalities, Public Agencies, and Institutions

Cannon is well-suited to carry out this contract because of our specialized history of performing both on-call and project-specific work for public entities. The number of repeat contract awards speaks to our reputation, competency, conscientious work practices, and high standards. We are committed to providing quality and cost-effective engineering, design, construction management, landscape architecture, and surveying services.

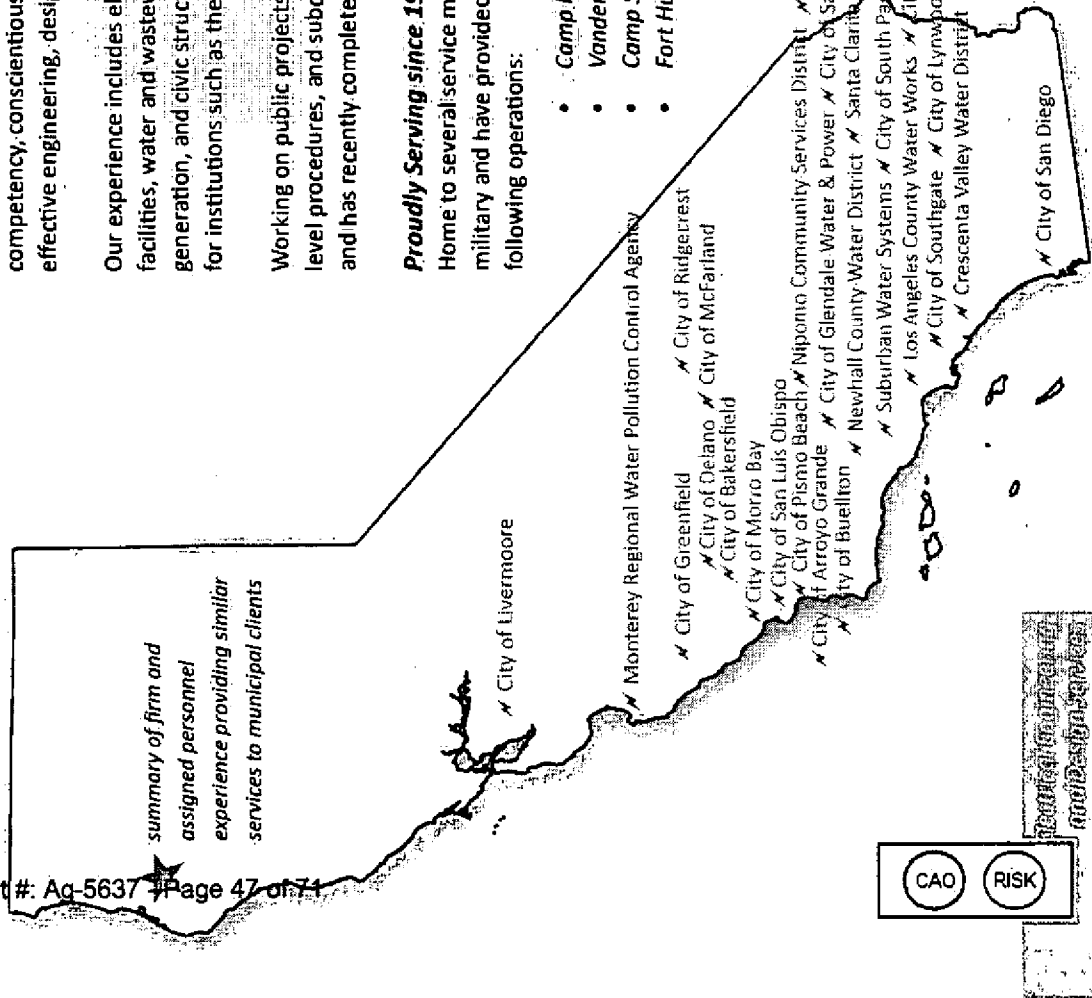
Our experience includes electrical engineering and power distribution design for commercial and industrial facilities, water and wastewater systems, street improvements, parks and recreational facilities, emergency power generation, and civic structures. Previous projects have also included work with new and existing electrical systems for institutions such as the California State Military, K-12 education and universities, and critical facilities.

Working on public projects often means managing affected utilities, regulatory agencies, Federal, State, and County-level procedures, and subcontracting firms. Cannon regularly performs work requiring multi-agency coordination, and has recently completed projects involving companies such as PG&E, the MRWPCA, and ULA.

### Proudly Serving since 1976

Home to several service men and women of our own, we maintain an excellent working relationship with our military and have provided civil, electrical, structural, or mechanical engineering services and surveying for the following operations:

- **Camp Roberts** • **Edwards Air Force Base** • **Naval Air Weapons Station - China Lake**
- **Vandenberg Air Force Base** • **Lemoore Naval Base** • **NASA Ames Research Center**
- **Camp San Luis Obispo** • **Schaffield Marine Base** • **Balboa Naval Medical Center**
- **Fort Hunter Liggett** • **Camp Pendleton** • **U.S. Navy Marine Corps - Kaneohe, Hawaii**
- **Pearl Harbor - Oahu, Hawaii**



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### Did You Know?

Cannon currently employs 12 staff members who have served or currently serve in the United States Armed Forces!





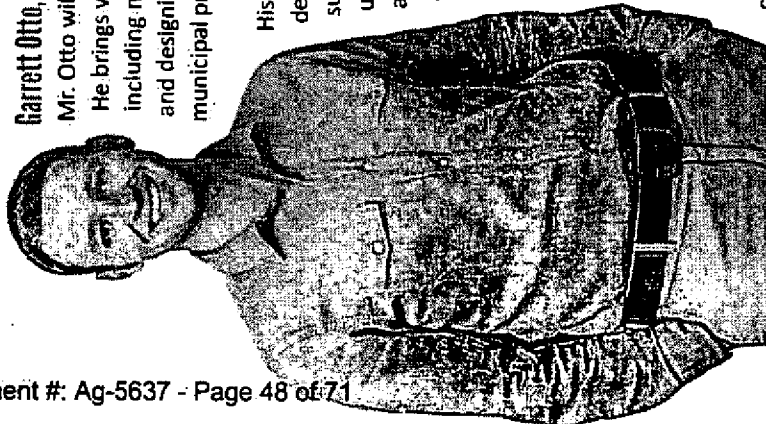
Organizational Chart and Resumes of Key Personnel

**Garrett Otto, PE, Project Manager**

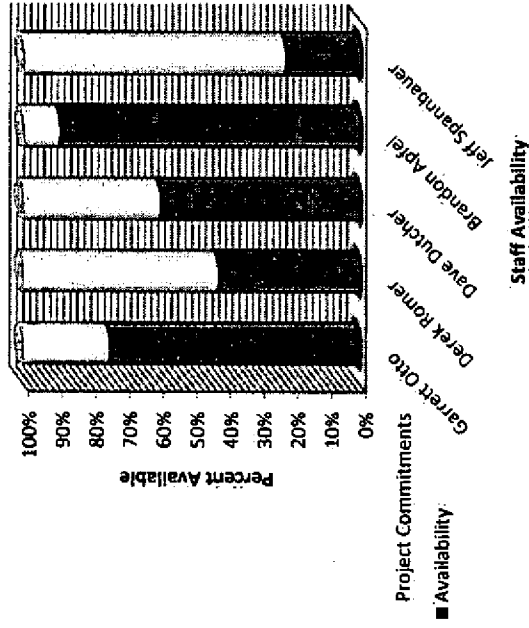
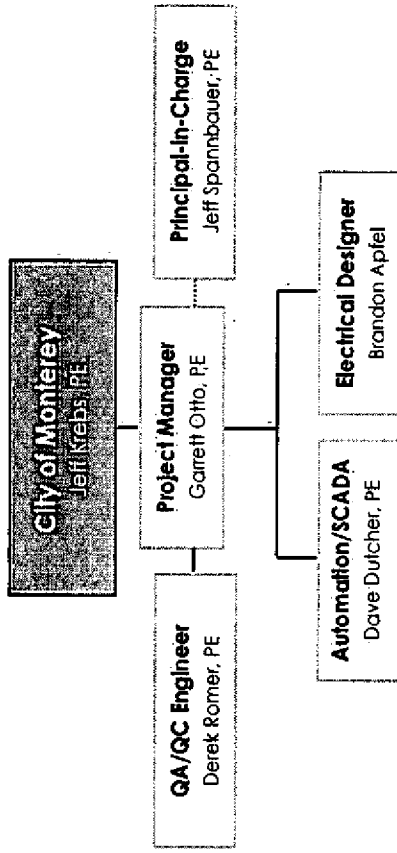
Mr. Otto will be your day-to-day point of contact. He brings valuable insight and expertise to the City, including more than 10 years of experience managing and designing electrical plans and specifications for municipal projects throughout California.

His experience includes managing and designing for major infrastructure projects such as motor control center design and upgrades, automation and controls systems, arc-flash protection, commercial lighting and power distribution design, electrical construction support on large bridges and tunnels, and critical system design for data centers and nuclear power plants.

Mr. Otto has worked closely with Architects and other consultants in preparing construction documents, bid specifications, engineers review and calculations, and Title 24 compliant design, calculations, and documentation.



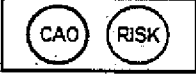
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Resumes for key personnel are included in the following pages.

The City of Pismo Beach has come to expect a high caliber of service from Cannon's team. For nearly a decade, Cannon has supported our beautiful city in the preservation of safe and steady public infrastructure, for residents and tourists alike.

- Ben Fine, Director of Public Works/City Engineer  
City of Pismo Beach



## Garrett Otto, PE Project Manager

Mr. Otto has managed and designed major infrastructure projects including motor control center design and upgrades, automation and controls systems, arc-flash protection, commercial lighting and power distribution design, electrical construction support on large bridges and tunnels, and critical system design. He has put his experience to use for projects involving water and wastewater resources, schools and institutions, commercial and health facilities, and more.

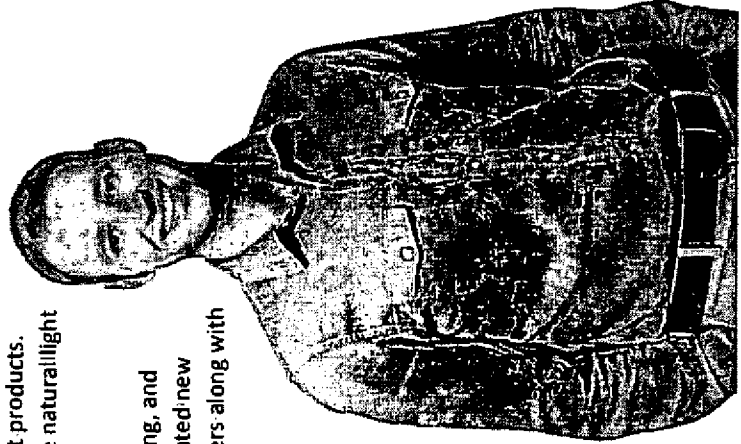
**Design and Construction Management for CVWD Well No. 16, Glendale, California:** CVWD selected Cannon to provide engineering and design services on this facility that had been built for and acquired from Glendale Water and Power (GWP), but had remained dormant due to the water quality of the well water exceeding the Maximum Containment Levels (MCLs) for nitrates. As Project Engineer, Mr. Otto assisted with the electrical design, provided QA/QC, reviewed and responded to contractor RFIs and submittals, performed an engineers' observation, and developed electrical punch lists.

**Immigration and Customs Enforcement Building, Santa Maria, California:** Mr. Otto served as the electrical engineering project manager in this design/build project for a new Immigration and Customs Enforcement (ICE) office, processing, and detention office building. The new building was designed to meet the latest California codes, including the Title 24 energy codes and requirements, along with additional federal requirements. He designed the building to balance costs with energy efficient products. Office space utilized daylight sensors to control light levels to supplement the natural light from windows, skylights, and clearstory windows.

Additional lighting controls, security and notifications systems, power metering, and emergency generators were included as part of the design. Mr. Otto coordinated new utility services for the new building from PG&E, cable, and telephone providers along with all calculation and compliance documents.

**Space Launch Complex 3 Electrical Upgrades, Vandenberg, California:** Cannon provided electrical, civil, and structural engineering as well as surveying services for this project. Electrical upgrades included new 12 KV medium voltage regulators, critical source selection solid dielectric switches, replacement of the pad substation transformers and switchgear, and control and interconnection with ULA's PLCs and launch processes.

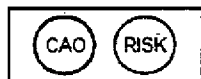
Mr. Otto was the project manager responsible for coordinating design requirements and constraints between the client and Cannon's team of engineers, surveyors, and sub-consultants. He conducted review meetings with ULA, VAFB, and other stakeholders; maintained detailed notes on decisions and actions items; developed basis for design; assisted client with sequence of operations; and electrical design of new substation equipment.



**Professional Registration:**  
Registered Electrical Engineer, California,  
No.: E20833

**Education:**  
Bachelor of Science, Bio-Resource and  
Agriculture Engineering, California Polytechnic  
State University, San Luis Obispo, California

**Professional Affiliations:**  
Institute of Electrical and Electronics Engineers



## Garrett Otto, PE Continued

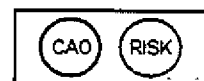
**Wastewater Treatment Plant Upgrade, City of Taft, California:** The City of Taft's wastewater treatment plant upgrade consisted of replacement of the headworks equipment, new septage receiving station, replace old pond aerators with three 75HP blowers, new blower and equipment building. Mr. Otto provided the electrical design for new headworks screen lift, septage receiving station screen lift with flow monitoring and user kiosk, three VFD controlled blowers, removal of old electrical facilities, connection to existing lift pumps. Additionally, as part of the electrical design package, Mr. Otto provided building lighting, receptacle, and equipment layout design including Title 24 compliance calculations.

**Digital West Data Center, San Luis Obispo, California:** This project involved the conceptual electrical design of a tier 3 data center. The design consisted of coordination with the local utility to deliver electrical service capable of providing 12 Megawatts of energy, seven two-megawatt generators, an automatic transfer switchgear, UPS and battery equipment, and dual feed and equipment for N+1 redundancy for maximized uptime. Mr. Otto sized the electrical service, generators, transformers, switchgear, UPS, and distribution system to accommodate a modular and expandable data center; coordinated the equipment layout with the architect and builder; determined the heating load for a mechanical HVAC system design; provided information on generator operation performance to local APCD to meet local pollution and noise regulations; worked closely with the generator manufacturer to specify appropriate EPA and noise mitigation measures for generators; and designed the on-site load bank for periodic generator cycling and testing.

**Chumash Health Clinic Emergency Back-up Generator, Santa Maria, California:** This project entailed the design of an emergency back-up generator and ATS capable of providing power to critical and life safety equipment at the Chumash medical clinic. The project also required design of segregated distribution for normal, critical, and life safety loads to OSHA standards. Mr. Otto determined the existing medical facility's electrical demand; sized the generator for existing and future demand to meet OSHA regulations; and provided the electrical system layout, design, and specification of the generator, ATS, conduits, feeders, and controls. In addition, Mr. Otto provided construction administration services including review and response of contractor submittals, RFIs, and change orders.

**Diablo Canyon Power Plant Security Building, Avila Beach, California:** This project involved demolition and removal of existing security that scanned the processing equipment of the old security processing building and the design of a new security personnel office and training building. Mr. Otto was the electrical engineering project manager responsible for design and coordination between the client, architect, other engineering disciplines, and design team. Additionally, he conducted periodic engineering observations throughout construction. Lighting design used addressable zones to allow for point of use lighting and daylight harvesting for energy savings and Title 24 compliance.

**Diablo Canyon Nuclear Power Plant Electrical System Design and Arc Flash Safety, Avila Beach, California:** Owned by PG&E, this nuclear power plant had many systems reaching the end of their serviceable design life. Mr. Otto assisted with the design and modification of several critical and non-critical electrical control systems, including the replacement of more than 50 motor control center cubicles, a reactor head polar crane replacement, and diesel generator governor and control system upgrade. Additionally, Mr. Otto was involved in the design of an arc-flash hazard mitigation solution to help protect personnel.



# Derek Romer, PE QA/QC Engineer

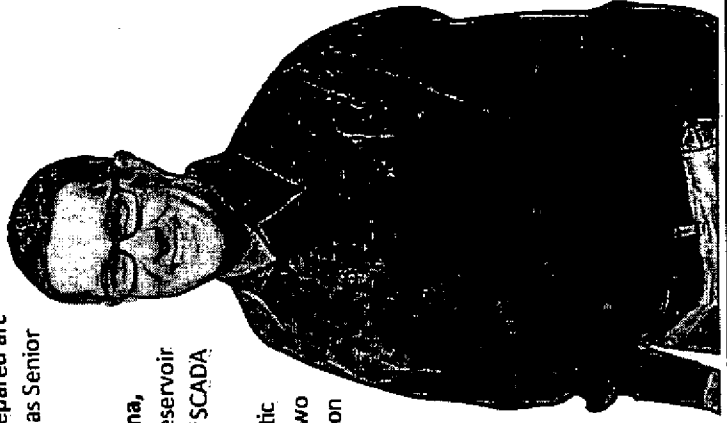
Mr. Romer has more than 20 years of experience, including electrical and controls system design, secondary power distribution, lighting, and instrumentation, including SCADA for pump stations, reservoirs, sewage lift stations, and water treatment plants. His expertise includes project management, field investigations, calculations, preparation of design drawings and specifications for bid packages, review of bid packages and construction shop drawings, and construction management, including troubleshooting during project startup and inspection.

**Pacific Arc Flash Analysis, Bakersfield, California:** Cannon was selected to provide an arc flash analysis to accomplish Pacific objectives. Objectives included determining if the potential for a hazardous arc flash existed in equipment that employees work on or near while the equipment is exposed and energized, and identifying opportunities to reduce hazardous risks for as many of the potential arc flash hazards identified in the analysis as possible. Mr. Romer was the lead electrical engineer and provided project oversight.

**Santa Maria Energy Arc Flash Protection, Santa Maria, California:** Cannon was selected to perform an arc flash study which included site visits to gather pertinent data; using SKM Power Tools to prepare the arc flash study; preparation of a report; and the printing of arc flash labels. Cannon performed the arc flash study to include "worst case" scenarios based on the utility's different fault duties, and a diesel generator that provides power in emergency situations when utility power fails. Based on the results of the study, Cannon prepared arc flash labels for the client to affix to the electrical equipment. Mr. Romer served as Senior Principal Electrical Engineer.

**Electrical Engineering for Plant 224 Pump Station and Backup Generator, Covina, California:** Suburban Water Systems (SWS) designed a new pump station and reservoir site at Plant 224. Cannon provided the electrical, controls, instrumentation and SCADA panel design of the pump stations. Cannon was also responsible for designing a backup power plan that utilized an emergency diesel generator and an automatic transfer switch. The backup power system was designed to provide power for two separate pump zones and operate one zone at a time. To accomplish this, Cannon designed a control system that would allow this single-pumping zone scheme. The low-voltage power and SCADA system was also designed to be powered by the generator. Through close consultation with SWS, the power, controls, and instrumentation requirements were determined for the new pump stations. Cannon prepared design drawings and specifications for bidding and construction.

As Project Manager, Mr. Romer provided design for the electrical, controls, instrumentation, SCADA panel, and backup power design. He also coordinated with SWS for instrumentation requirements. He provided quality assurance for drafting services provided by the project team.



### Professional Registration

- Registered Electrical Engineer, California, No. E16396
- Registered Electrical Engineer, Nevada, No. E15940
- Registered Electrical Engineer, Washington, No. 46296

### Education

- Bachelor of Science, Electrical Engineering, California Polytechnic State University, San Luis Obispo, California

### Professional Affiliations

- Institute of Electrical and Electronics Engineers
- National Fire Protection Association
- Southern California Water Utilities Association

*Personally, I find Mr. Romer to be a very competent and responsive engineer. He has a very good understanding of water systems and support electrical systems, and is a great communicator with both engineers of different disciplines and operators.*

*He produces a high quality product. I would not hesitate to recommend Mr. Romer and Cannon.*



Bill Coll, PE, Vice President of Engineering, Suburban Water Systems

## Derek Romer, PE Continued

**Elizabeth Lake Road/25th Street West Pump Station, Palmdale, California:** This pump station was designed to provide 10,000 gpm but had the capacity to provide 20,000 gpm in emergency conditions. The system was designed to serve the Ritter Ranch, Anaverde, and other developments totaling more than 12,000 units and was dedicated to Los Angeles County Water District No. 40. Mr. Romer designed the electrical, controls, and SCADA system, including an emergency backup power system using an 800-kW diesel generator and an automatic transfer switch. Mr. Romer specified premium efficient motors for a pumping system designed to meet current energy-efficient standards. He also provided utility coordination and construction phase support services.

**Wastewater Treatment Plant, McFarland, California:** Facility modifications included migration from the existing Aerated Lagoon system to an Extended Aeration Activated Sludge Plant complete with biological nutrient removal. The project included both plant replacement and plant expansion from 1.5 mgd to 2.5 mgd. To provide a feasible approach to the \$10 million estimated project costs, the City requested the project be phased over seven years. Starting with a new headworks and comprehensive review of the process and hydraulic profile, Cannon has been retained to provide the overall preliminary engineering, design, and construction plans and specifications of major upgrades. Improvements included a new master plan, SCADA systems, clarifiers, blowers, dewatering systems, headworks, and an MCC building. As Electrical Engineer, Mr. Romer provides construction phase support services, including submittal review, electrical observations, and the preparation and supervision of startup and testing.

**Leroy Jackson Park Improvements, Ridgecrest, California:** This project consisted of design and construction services for a nearly 13 acre expansion to this community park facility located in the City of Ridgecrest. Cannon was selected to provide design services for water lines, sewer lines, storm drain lines, grading and drainage requirements, parking lot, electrical design, and coordination with local agencies including Caltrans, City of Ridgecrest, and the Community Services District. Services for Phase I were provided on a fast-track schedule in order to complete construction before the rainy season. Design for Phase II (installation of walk way, amphitheater, and landscaping) was also completed during Phase I in order to ensure continuity for the overall flow of the project. Mr. Romer provided electrical oversight and design for the park, including electrical distribution and lighting design. His other responsibilities included coordination with Southern California Edison and construction support services.

**Motor Control Replacement for Eagle Canyon Reservoir—Crescenta Valley Water District, La Crescenta, California:** The outdated motor control center (MCC) at the District's Eagle Canyon Reservoir site was modified to house variable frequency drives, consequently causing operational problems due to overheating. To remedy the problem, Crescenta Valley Water District retained Cannon to design the replacement and relocation of the MCC. The project also entailed replacing the existing SCE meter and switch. As Project Manager and Lead Electrical Engineer, Mr. Romer was responsible for managing project scope, schedule, and budget. He prepared electrical design for the replacement and relocation of the MCC, reviewed testing results, coordinated with utility providers, and provided construction support services.

## Dave Dutcher, PE Automation/SCADA

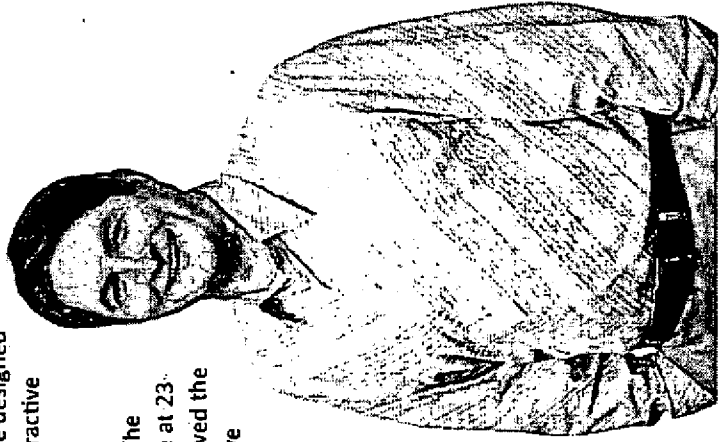
Since 2001, Mr. Dutcher has built extensive experience in designing and commissioning complex control systems for public agencies and private industries. His experience has provided clients with innovative solutions to automated processes while striving for efficiency at all levels, from design to build to operations and ongoing maintenance/support. He has a passion for delivering elegant control system solutions that "make life easier" for clients.

**Fort Hunter Liggett Water System SCADA, Salinas, California:** Anderson Burton Construction, Inc. selected Cannon to team with them on this Army Corps of Engineers project for Fort Hunter Liggett. Cannon provided a detailed design from current plans and specifications, followed by building and implementing the SCADA system modifications. This included the development of design drawings and submittal items, procurement of instruments, installation and testing of new instrumentation/SCADA system components, and the commissioning of the SCADA system. Mr. Dutcher served as Project Manager and provided SCADA system engineering and design services.

**Captain, Minuteman III Section Chief, and Launch Officer—U.S. Air Force 90th Operations Group, F.E. Warren AFB, Wyoming:** Mr. Dutcher was responsible for operations and control of 100 ICBMs "on-alert" within the 90th Operations Group. His job functions included all-weapon system operation, maintenance, security, communication, and launch operations if required. Mr. Dutcher trained more than 280 officers in the technical operations of the missile control systems. He designed and delivered technical training products ranging from O&M manuals to interactive computer simulators.

**Water and Wastewater SCADA System Upgrades, Pismo Beach, California:** The City of Pismo Beach needed to upgrade their existing PLC's and HMI software at 23 of their water distribution and wastewater collection facilities. Cannon reviewed the City's existing system during the proposal process and proposed an alternative design that significantly reduced the overall project costs.

The existing Think & Do HMI was replaced with Wonderware Archestra Platform and now houses all three systems: Water Distribution, Wastewater Collection, and the Wastewater Treatment Plant. Programming the SCADA software included developing HMI screens, alarm notifications and priorities, and reports. In addition, Cannon implemented strategies to keep the existing system in operation until the new system was accepted by the City and developed a training program for City operators. Mr. Dutcher provided SCADA system engineering and design services.



### Professional Registration

Registered Professional Engineer (Control Systems: Engineering), Oregon, No. 78629PE

### Education

Bachelor of Science, Engineering Science, U.S. Air Force Academy, Colorado Springs, Colorado

### Military Service

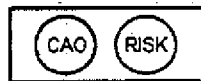
U.S. Air Force, 1992-2001, Captain, Inactive Reserve Status  
Top-Secret Clearance, 1996-2001

### Additional Training and Development

- OSHA Supervisor Safety Training
- NFPA 70E Electrical Safety Training

### Specialized Computer Skills

- PLC Software
  - Allen-Bradley ControlLogix
  - Siemens S7
  - Modicon Quantum
- HMI Software
  - WonderWare System Platform InTouch
  - FactoryTalk View ME/SE
  - Siemens WinCC
- Fieldbus Applications
  - Profibus
  - DeviceNet
  - ControlNet
  - Modbus



## Dave Dutcher, PE Continued

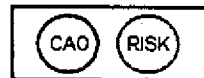
**SCADA System Upgrade, San Luis Obispo, California:** The City's Water Distribution Division installed a SCADA system to control its water conveyance and distribution systems. The conveyance system consisted of an earthen reservoir, two tank reservoir systems, and two booster station sites. The water distribution system consists of 23 distributed and remote sites. Cannon designed the new SCADA system and prepared Plans, Specifications, and Engineer's Estimate (PS&E's) for the project. The PS&E's include a radio path study, network design, IO panel design, loop drawings, single lines, site layouts, control narrative, a master tag list, GE Fanuc IFIX server and historian specification, HMI screen layout with functionality, and required reports. Mr. Dutcher provided SCADA system engineering and design services.

**1-Year Maintenance for VAFB SCADA, Vandenberg, California:** Cannon was retained by the Vandenberg Air Force Base to provide preventative maintenance of the base's water distribution system for a one-year term. Cannon met with the water distribution operator to discuss issues or recommended changes to the SCADA system and performed troubleshooting of issues related to the existing system such as communication programming, hardware, and SCADA screens. Mr. Dutcher provided SCADA system engineering and design services.

**CCWRD Solids Dewatering Facility, Las Vegas, Nevada:** Mr. Dutcher led the control system design and implementation for a new \$118 million solids dewatering facility. He integrated a new control system with the existing plant SCADA system; produced P&IDs, specifications, and all-detailed design drawings; authored control strategies for all dewatering systems; developed test procedures for system testing; and coordinated with the general contractor to complete installation and start-up of the facility. This facility is now one of the largest centrifuge dewatering facilities in the Western United States. Mr. Dutcher completed the testing, start-up, and performance testing on schedule and within budget.

**Lopez Turnouts SCADA System Project, Arroyo Grande, California:** The County of San Luis Obispo Flood Control and Water Conservation District wanted to provide monitoring, control, and communications equipment at 10 turnouts to allow for remote operation via existing Wonderware SCADA software at the Lopez Water Treatment Plant. The District selected Cannon to provide electrical and mechanical engineering and design services for the project. Mr. Dutcher provided SCADA system engineering and design services.

**Wastewater Treatment Facility Upgrades, McFarland, California:** Cannon was selected to be an on-call municipal wastewater engineer for the City of McFarland for a three-year term. While under this contract, Cannon was tasked with the development of wastewater facilities integration and SCADA programming for both the wastewater plant and 3 collection system lift stations. Beginning with the headworks construction, Cannon developed the backbone system for the ultimate wastewater facility's phased expansion. Mr. Dutcher provided SCADA system engineering and design services.



## Jeff Spannbauer, PE Principal-in-Charge

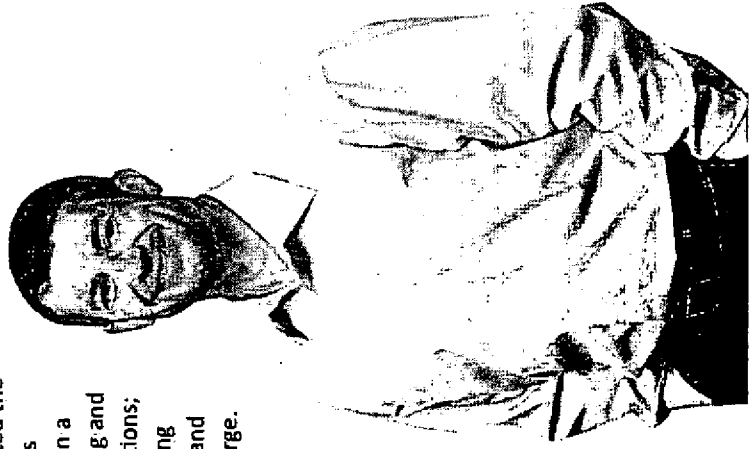
Since 1995, Mr. Spannbauer has developed expertise in preparing plans and specifications for water systems for municipal, agricultural, and subdivision projects. He brings a wealth of experience specific to SCADA system upgrades and water resource engineering, and has solid field experience and practical knowledge of operations and testing of water systems along with technical capabilities in current water modeling technologies.

**Lopez Turnouts SCADA System, Arroyo Grande, California:** The County of San Luis Obispo Flood Control and Water Conservation District wanted to provide monitoring, control, and communications equipment at 10 turnouts to allow for remote operation via existing Wonderware SCADA software at the Lopez Water Treatment Plant. The District selected Cannon to provide electrical and mechanical engineering and design services including installation of control and monitoring equipment and instrumentation, radio equipment, electrical improvements, and programming of control software. In addition, the District requested that Cannon perform a facility investigation to verify existing equipment and layout, as well as to determine the needs of each turnout. As Project Manager, Mr. Spannbauer was responsible for ensuring that the District's needs were met during the design phase. He conducted the kickoff meeting as well as a review meeting for each design.

**Agoura Road Street Sign Lighting, Westlake Village, California:** Cannon assisted the City of Westlake Village with the Agoura Road Street Sign Lighting project. This project generally consisted of providing the design of lighting for street signs in a newly landscaped median in Agoura Road. Scope of work entailed: researching and specifying light fixtures, specifically LED lights; preparing voltage drop calculations; coordinating power and controls with the irrigation controller supplier; showing conduit fill on the existing CAD drawings; preparing a light installation detail; and preparing electrical CAD drawings. Mr. Spannbauer served as Principal-in-Charge.

**SCADA System Upgrade, San Luis Obispo, California:** The City of San Luis Obispo's Water Distribution Division wished to install a SCADA system to control its water conveyance system as well as their distribution system. The conveyance system consists of an earthen reservoir, two tank reservoir systems, and two booster station sites. The Water Distribution system consists of 23 distributed and remote sites including: booster pumps, reservoirs, and pressure reducing stations.

Cannon was selected to design the new SCADA system and prepare Plans, Specifications, and Engineer's Estimate (PS&E's) for the project. The PS&E's include a radio path study, network design, IO panel design, loop drawings, single lines, site layouts, control narrative, a master tag list, GE Fanuc iFIX server and historian specification, HMI-screen layout with functionality, and required reports. Mr. Spannbauer served as QA/QC Engineer for this project.



### Professional Registration

Registered Civil Engineer, California, No. 66131

### Education

Bachelor of Science, Agricultural Engineering,  
California Polytechnic State University, San Luis  
Obispo, California

### Additional Training and Development

Certified Master Modeling in WaterCAD and  
WaterGEMS Hydraulic Analysis Software by  
Bentley

### Professional Affiliations:

- American Society of Civil Engineers
- International Society of Automation
- Control System Integrators Association





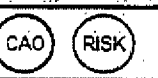
## Jeff Spannbaauer, PE Continued

**Tower Road Well and Transmission Main, Paso Robles, California:** The City of Paso Robles selected Cannon to assist with its water system improvements. The scope of this project included installation of a new well pump, electrical system, and chlorination system; connection to the City's SCADA system; and construction of new pipeline to connect the new well. As Project Engineer, Mr. Spannbaauer assisted with pre-design alternatives analysis, utility coordination, preparation of plans and specifications for water systems, and construction management services. The piping and valve design included approximately 6,300 feet of 10-inch ductile iron transmission main and associated appurtenances. Mr. Spannbaauer also provided on-site representation to ensure compliance with the project plans and specifications.

**Leroy Jackson Park Improvements, Ridgecrest, California:** This project consisted of design and construction services for a nearly 13 acre expansion to this community park facility located in the City of Ridgecrest. Cannon was selected to provide design services for water lines, sewer lines, storm drain lines, grading and drainage requirements, parking lot, electrical design, and coordination with local agencies including Caltrans, City of Ridgecrest, and the Community Services District. Services for Phase I were provided on a fast-track schedule in order to complete construction before the rainy season. Design for Phase II (installation of walk way, amphitheater, and landscaping) was also completed during Phase I in order to ensure continuity for the overall flow of the project. Mr. Spannbaauer served as Principal-in-Charge.

**Lift Station No. 5 and 13th Street Sewer Main Upgrades, Paso Robles, California:** Cannon provided electrical, surveying, and civil engineering services to improve the overall operations and maintenance of the City of Paso Robles' sewer system. The scope of work included a Preliminary Design Report as well as preparation of plans, technical specifications, and construction cost estimates for upgrading the sewer beneath 13th Street, installing a new gravity sewer in Paso Robles Street, and replacing the existing force main.

Cannon's scope of work was expanded to also include plans and specifications for Lift Station No. 5 upgrades. The new pump station site plan was restricted by its requirement to stay within the City's existing sewer easement. Design included removal of the existing wet well and dry well configuration, replacement with a new wet well with two 150-gpm submersible pumps, addition of a valve vault, redirecting existing gravity sewer flows into the new wet well, revisions to the sewer bypass piping, removal and replacement of the electrical equipment and controls, replacement of the existing force main, and the addition of a ventilation/natural-odor-scrubbing system. Mr. Spannbaauer served as Principal-in-Charge.



**VAFB Water Distribution System Upgrade Phase I, Vandenberg, California:** Cannon teamed with Specialty Construction to provide engineering and surveying services for Phase I of the Water Distribution System Upgrade. The services provided include construction staking, as-built surveys, and the preparation of drawings. Mr. Spannbaauer assisted the Project Manager in preparing a drawing of the water pipeline improvement plans using the digital computer files received from VAFB. This drawing combined the VAFB digital topographic data to show a "best fit" representation of the construction plans. He was also responsible for preparing profiles and plan checking.

## Brandon Apfel Electrical Designer

**Education**  
Associate in Arts, Liberal Studies, Allan Hancock College, Santa Maria, California

Mr. Apfel brings 11 years of experience in drafting and electrical design. As an AutoCAD Technician and Senior Electrical Designer, he is responsible for overseeing drafting work, drafting electrical drawings for large and small-scale projects, and creating receptacle plans and lighting layouts. He has worked on a variety of projects including mixed-use energy and military projects, medical facilities, and custom fabrication projects. He is especially skilled in the intricacies of AutoCAD drawings and the preparation of drawings according to specific CAD standards, including layers, Xrefs, background, updates, isometrics, scale, and viewpoints.

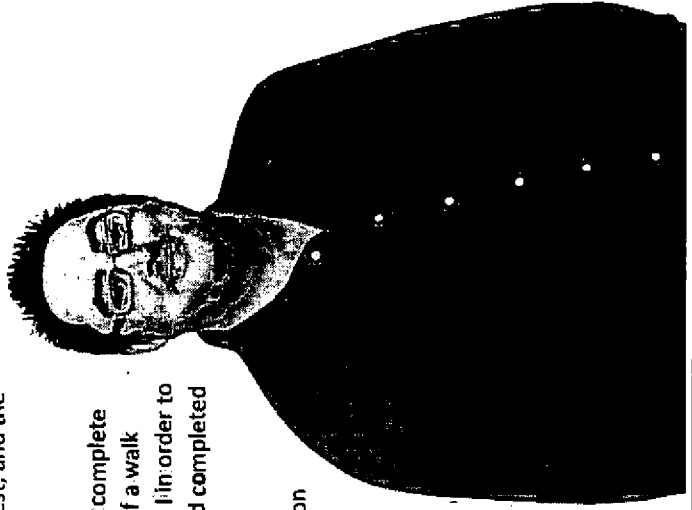
**Agoura Road Street Sign Lighting, Westlake Village, California:** This project generally consisted of providing lighting design for street signs in a newly landscaped median in Agoura Road. The scope of work entailed researching and specifying light fixtures for LED lights, preparing voltage drop calculations, coordinating power and controls with the irrigation controller supplier, showing conduit fill on the existing CAD drawings, preparing a light installation detail, and preparing electrical CAD drawings. Mr. Apfel supported the lighting design and was responsible for the AutoCAD design drawings.

**Leroy Jackson Park Improvements, Ridgecrest, California:** This project consisted of design and construction services for a nearly 13-acre expansion to a community park facility. Cannon was selected to provide design services for water lines, sewer lines, storm drain lines, grading and drainage requirements, parking lot, electrical design, and coordination with local agencies including Caltrans, the City of Ridgecrest, and the Community Services District.

Services for Phase I were provided on a fast-track schedule in order to complete construction before the rainy season. Design for Phase II (installation of a walk way, amphitheater, and landscaping) was also completed during Phase I in order to facilitate continuity. Mr. Apfel created the AutoCAD design package and completed Title 24 calculations.

**Pismo Beach Medical Center, Pismo Beach, California:** This construction job began as a basic shell building and evolved into multiple tenant-improvement projects. For these individual projects, Mr. Apfel prepared plans, completed drafting, and assisted with Title 24 compliance, lighting layout, and receptacle plans.

**Grand Street Lighting, Grover Beach, California:** This street lighting project consisted of new pole-mounted lights and palm tree receptacles. Mr. Apfel completed all necessary drafting and assisted with the voltage-drop calculations.



## Specific Projects and References

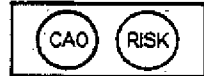


### Castroville Seawater Intrusion Project Marina, California

The Monterey Regional Water Pollution Control Agency (MRWPCA) is the regional wastewater agency for Northern Monterey County, California. The MRWPCA operates and maintains a recycled water distribution system (referred to as the Castroville Seawater Intrusion Project - CSIP) for the County of Monterey. Remote sites that comprise CSIP are located throughout the surrounding agricultural fields, which are monitored and controlled from the Agency's control room SCADA via serial radio.

In 2014, the CSIP Polling Master Modicon PLC was replaced with an Allen Bradley ControlLogix PLC with a Prosoft Modbus gateway. This project entailed a new ethernet radio network, translating the existing remote PLC code, and installing the new PLCs. The project is set up so that the existing serial radio network and new ethernet radio network will work in parallel, and the remote sites can be upgraded individually.

Canon was selected to replace the existing Modicon Compact PLCs with Allen Bradley CompactLogix PLCs at 15 well sites, 9 monitoring stations, and 3 booster stations.



**Project Owner/Client Contact**  
Foley, Utilities Supervisor, MRWPCA  
Tris Court, Building D, Monterey, CA 93940  
831.372.3367, 831.372.6178, [chris@mrwPCA.com](mailto:chris@mrwPCA.com)

### Leroy Jackson Park Improvements Ridgecrest, California

This project consisted of design and construction services for a nearly 13-acre expansion to this community park facility located in the City of Ridgecrest. Cannon was selected to provide design services for water lines, sewer lines, storm drain lines, grading and drainage requirements, parking lot, electrical design, and coordination with local agencies such as Caltrans, the City, and the Community Services District. Services for Phase I were provided on a fast-track schedule in order to complete construction before the rainy season. Design for Phase II (installation of a walkway, amphitheater, and landscaping) was also completed during Phase I in order to ensure continuity for the overall flow of the project.

Electrical changes included power outlets and area lighting at the picnic shelter area; pathway lighting; weatherproofing power outlets on the pathway light poles; lighting for the entrance monument sign; and amphitheater area power and lighting.

**Project Owner/Client Contact**  
Ramon Arredondo, WWP Supervisor, North of the River Sanitation District  
207 Universe Avenue, Bakersfield, CA 93305  
661.999.6411, 661.745.3969

### Kern County Medical Building Electrical Study Bakersfield, California

Canon provided electrical engineering services for approximately 17 new computer workstations for the Kern Medical Center Medical Records Relocation project. The scope of work included the addition of a new sub-panel fed from the existing 400-amp panel to power the new work stations and printers. In addition, Canon performed site visits and provided design, calculations, and construction support services.

**Project Owner/Client Contact**  
Michael Townsend, Project Engineer, Santa Maria Energy LLC  
2811 Airpark Drive, Santa Maria, CA 93455  
805.621.5610, 805.938.3340, [MTownsend@santamariaenergy.com](mailto:MTownsend@santamariaenergy.com)

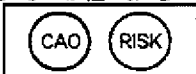


## Fort Hunter Liggett Water System SCADA Salinas, California



The U.S. Army Garrison Fort Hunter Liggett provides world class training for combat support and combat service support units of the Army Reserve, and offers excellent training opportunities to all U.S. military components and those of allied nations. It is the largest installation in the Army Reserve with more than 165,000 acres of unencroached mountains, valleys, rivers, plains, and forests.

Anderson Burton Construction, Inc. selected Cannon to team with them on this Army Corps of Engineers project for Fort Hunter Liggett. Cannon provided a detailed design from current plans and specifications, followed by building and implementing the SCADA system modifications. This included the development of design drawings and submittal items, procurement of instruments, installation and testing of new instrumentation/SCADA system components, and the commissioning of the SCADA system. Significant project accomplishments included the establishment of a new police station RTU panel and build, new fire station repeater panel design and build, and factory acceptance testing of both the police station RTU and station repeater panels and Panelview ware.



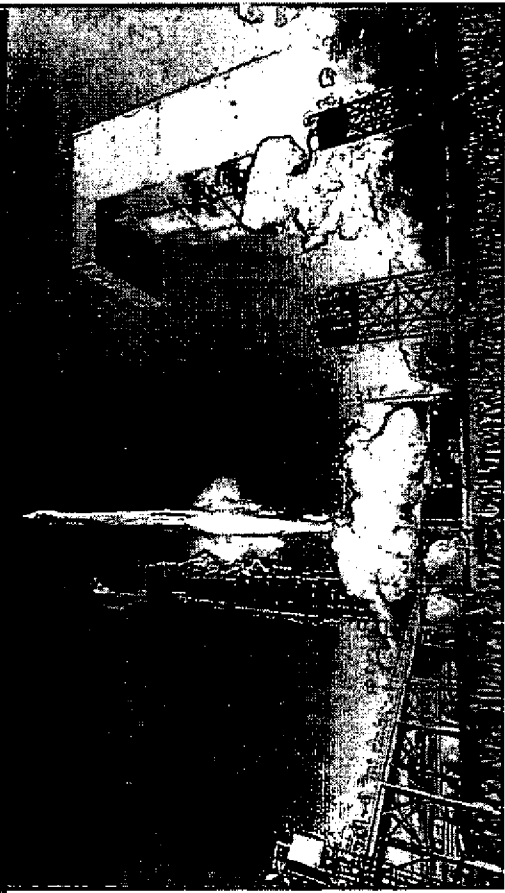
**Project Owner / Client Contact**  
Doug Dawson, Anderson Burton Construction Inc  
1131 El Camino Real, Arroyo Grande, CA 93420  
805.481.5096, doug@anderson-burton.com

## Space Launch Complex 3 Electrical Upgrades Vandenberg, California

United Launch Alliance (ULA) is a joint venture owned by Lockheed Martin and The Boeing Company. ULA provides space launch services for the U.S. government, including the Department of Defense, NASA, the National Reconnaissance Office, and other organizations. Space Launch Complex 3 (SLC-3) is a launch site at Vandenberg Air Force Base leased by ULA that has been used by Atlas and Thor rockets. In order to prepare SLC-3 to launch their future Vulcan rocket, ULA contracted Cannon to perform design engineering services to upgrade their existing electrical infrastructure, including upgrades to their medium and low voltage distribution infrastructure.

Cannon provided electrical, civil, and structural engineering, as well as surveying services for this project. Electrical upgrades included new 12 kV medium voltage regulators, critical source selection solid dielectric switches, replacement of the pad substation transformers and switchgear, and control and interconnection with ULA's PLC's and launch processes.

**Project Owner / Client Contact**  
Duane Nevitt, Engineering Manager, ULA  
10th and Utah Streets, Vandenberg AFB, CA 93437  
805.605.4725, duane.nevitt@ulalaunch.com



## NORSD As-Built SCADA and Arc Flash Analysis Bakersfield, California

Cannon assisted North of the River Sanitary District with services to better document their existing SCADA system, including additions, modifications, and deletions that had occurred over multiple years. Cannon's scope of work included a field investigation to update as-built drawings, an electrical evaluation for lock-out/tag-out, and arc flash and electrical studies.

### Project Owner/Client Contact

Ramon Arreola, WVP Supervisor, North of the River Sanitation District  
204 Universe Avenue, Bakersfield, CA 93308  
☎: 661-395-6411 | 📧: ramon@norsd.com

## SME Arc Flash Protection Santa Maria, California

Santa Maria Energy required a consultant to perform an arc flash analysis for the equipment in their oil production facilities at their Careaga Oil Lease. The facilities in the study included all of the electrical equipment in their Oil Plant, Gas Compressor Plant, and Steam Generator Plant.

Cannon was selected to perform the arc flash study, which included site visits to gather pertinent data; using SKM Power Tools to prepare the arc flash study; preparation of a report; and printing arc flash labels. Cannon performed the arc flash study to include "worst case" scenarios based on the utility's different fault duties, and a diesel generator that provides power in emergency situations when utility power fails. Based on the results of the study, Cannon prepared arc flash labels for the client to affix to the electrical equipment.

### Project Owner/Client Contact

Michael Townsend, Project Engineer, Santa Maria Energy LLC  
2811 Airpark Drive, Santa Maria, CA 93455  
☎: 805-621-5610 | 📧: mtownsend@santamariaenergy.com

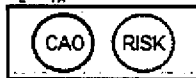
## Electrical Engineering Services for Plant 224 Pump Station and Back-up Generator Covina, California

Suburban Water Systems (SWS) designed a new pump station and reservoir site at Plant 224 and requested Cannon's aid to provide the electrical, controls, instrumentation, and SCADA panel design of the pump stations. Cannon was also responsible for designing a back-up power plan that utilized an emergency diesel generator and an automatic transfer switch.

The back-up power system was designed to provide power for two separate pump zones and operate one zone at a time. To accomplish this, a control system was designed that would allow this single-pumping zone scheme. The low voltage power and SCADA system was also designed to be powered by the generator. Through close consultation with SWS, the power, controls, and instrumentation requirements were determined for the pump stations. Cannon prepared design drawings and specifications for bidding and construction.

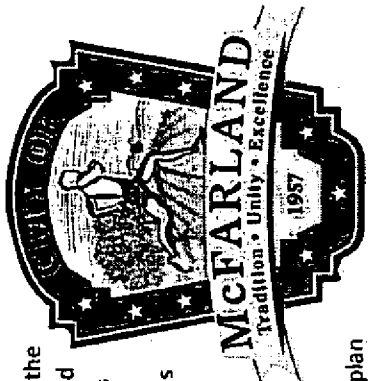
### Project Owner/Client Contact

Jorge Lopez, Director of Engineering, Suburban Water Systems  
1325 North Grand Avenue, Suite 100, Covina, CA 91724  
☎: 626-543-2518 | 📧: jlopez@swwc.com

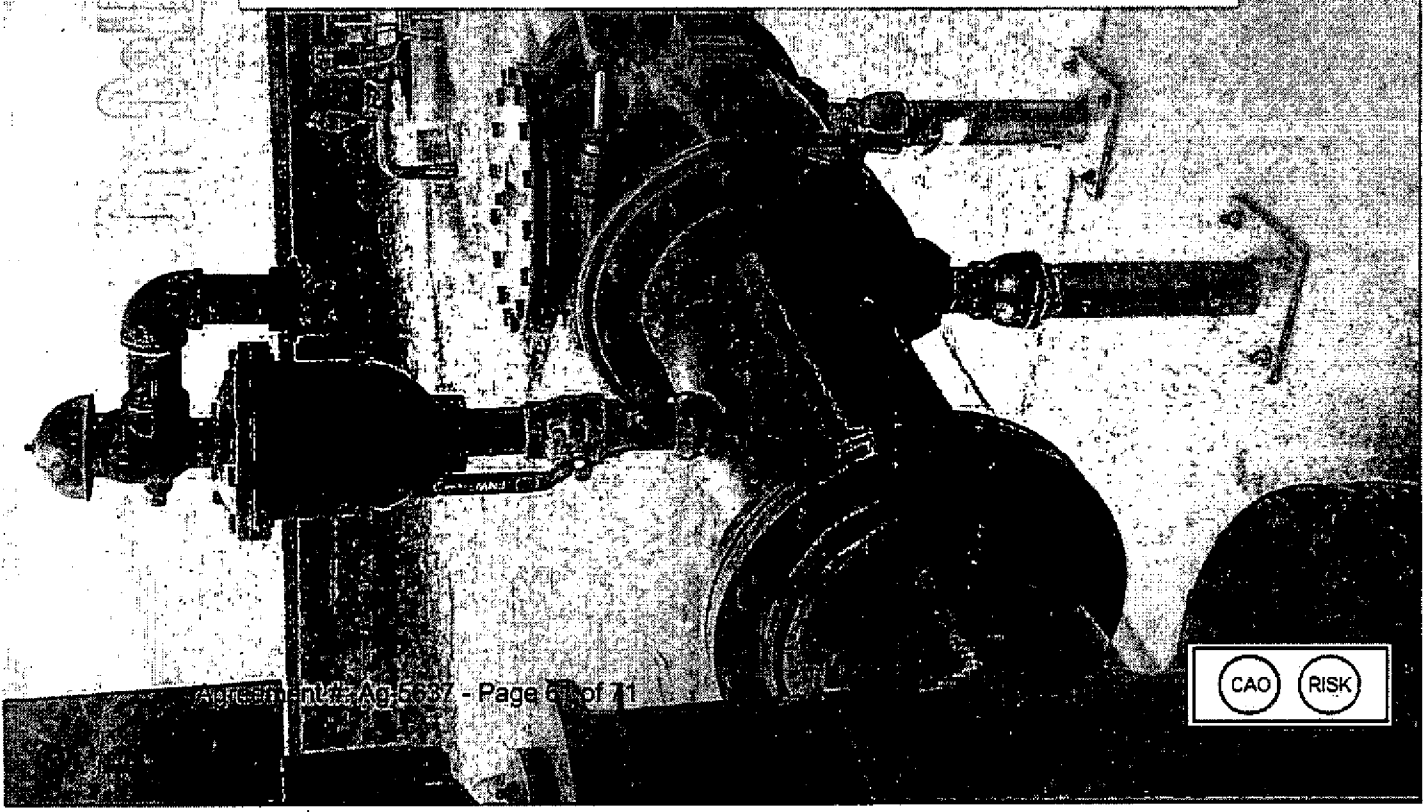


# McFarland Municipal Wastewater Engineer

Cannon was selected to be an on-call municipal wastewater engineer for the City of McFarland (City) for a three-year term. Services included water and nitrogen balances, irrigation system design, groundwater impact analysis, plans and specification preparation, collection system upgrades, facility master planning, regulatory compliance, and topographic surveys. Various project work included:



- **Energy Efficiency Study:** Cannon completed a preliminary energy efficiency plan for the facilities. This study identified a \$1.5 million capital plan for energy efficiency measures.
- **Solar Array Engineering Services:** Cannon has assisted the City with plan checking of electrical facilities for a Power Purchase Agreement established with a premier solar firm that installs complete systems. The solar array is exclusively for servicing the wastewater facilities.
- **Wastewater Facilities, Collection System Integration, and SCADA Programming:** Cannon has been tasked with the development of a wastewater facilities integration and SCADA programming of both the wastewater plant and three collection system lift stations. Beginning with the headworks construction, Cannon will develop the backbone system for the ultimate wastewater facility's phased expansion.
- **Wastewater Treatment Master Plan:** Cannon has completed a Wastewater Facilities Master Plan for the City's 20 year growth projection. This plan included a phased approach to a facility plant expansion from 1.1 mgd to 2.5 mgd. The initial headworks design has been completed and is currently being advertised to contractors. The next design phase will include a new aeration system with high efficiency blowers.
- **Sewer System Management Plan:** Cannon prepared a 12-chapter management plan per the SWRCB requirements for an SSMP. This involved a schedule for CCTV and cleaning of the entire collection system. The plan includes a critical Cast-in-Place pipe retrofit. A two-year audit has been performed on the SSMP.



**Project Owner/Client Contact**  
 Mario Gonzales, Public Works Director, City of McFarland  
 401 West Kern Avenue, McFarland, CA 93250  
 ☎ 661.792.3091, 📠 661.792.3093, ✉ [mgonzales@mcfarlandcity.org](mailto:mgonzales@mcfarlandcity.org)

### Approach and Workload

At Cannon, we take a proactive approach to project management, with an emphasis on project familiarity, open communication, quality and cost control, and efficient project scheduling. We value these components as being equally important in the successful execution and completion of our clients' projects.

Typically, all projects start with project research and reconnaissance in order to confirm the needs of our client, and to become completely familiar with site specifics, the scope of work, and the individual roles of the project team members. Open communication with the involved parties and agencies extends through each phase of a project. We use a comprehensive internal quality and cost control program based on peer review and weekly progress reporting to confirm that projects are meeting the established design guidelines, are within budget, and stay on schedule.

*These project components are discussed in further detail to the right and on the following pages.*

We understand that the City seeks a consultant firm to assist with various on-call electrical engineering design services. Projects may involve work within the City, Presidio of Monterey, Ord Military Community, Naval Post Graduate School, or Camp Roberts. Cannon can provide the full range of services you are requesting in the RFP, which include the following:

- Preparation of plans, specifications, cost estimates, calculations, studies, etc.
- Upgrades, replacements, and reconfigurations of building electrical, lighting, communications, data network cables, fire alarm systems, emergency power generation systems, and various other municipal electrical engineering projects
- electrical engineering services for various capital (local, State, and/or Federal) improvement projects

to the City achieve the completion of its projects; we are offering fully-in-scope services for all electrical engineering tasks as well as instrumentation and SCADA.

**Familiarity with Project Type**  
Knowledge and experience designing to Title 24 energy standards and close coordination with PG&E are prerequisites for the selected firm(s). Our project team has a successful history of collaborating with PG&E on numerous projects and specializes in energy-efficient designs to reduce energy costs, including design in compliance with Title 24. We have provided automation and electrical services for a diverse range of project types and are able to effectively address the City's needs as previously listed to the left.

#### Communication

We maintain open communication with all involved parties and agencies so that the City's expectations for design, construction, and future maintenance are understood and taken into consideration. Defined lines of communication between specifically named individuals will be established from the project onset.

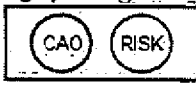
#### Quality Assurance/Quality Control

With your project's main objectives in mind, our Project Manager will implement Cannon's Quality Control Program. We have built and continue to develop internal control processes that incorporate peer review and progress reporting to help make sure projects meet established design guidelines, are within budget, and stay on schedule.

Processes include a Work Product Review Program (WPRP), Project "Look Backs," Project Progress Reviews, and an Earned Value Analysis (EVA) program.

In addition, we employ cost savings strategies that have been effective in managing projects for public and private industry clients. These strategies may include the following: cost benefit analysis and value engineering reviews, alternative technologies review, or an innovative approach analysis.

Our work flow incorporates quality review processes to confirm compliance with required standards and that our engineering services are accurate, efficient, and meet our clients' needs.





**Project Management**

We understand the importance of meeting project schedules and deliverable deadlines. To assist in this area, we use Deltek Vision Management System as our accounting and project management database. With this system, we have detailed records of labor, subcontractant, and other direct costs and breakdowns by task and project milestones. The records are organized by project.

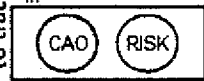
This software allows Cannon's project managers to employ an Earned Value Analysis (EVA) program for many of our more complex projects. Budgets and progress are reviewed monthly, and EVA's are performed as required by the project schedule: monthly, bi-weekly, or weekly. EVA is a method for managing projects based on the regular comparison of actual project costs to planned costs and to completed work. The phrase "earned value" comes from the concept that when a deliverable is completed, its value has been earned.

We will conduct monthly or bi-monthly conference call meetings with the appropriate City personnel to facilitate clear communication on upcoming tasks, and to make sure the project remains on schedule and within budget. We will prepare, update, and provide City staff with an agenda prior to each meeting. Our Project Manager will prepare a weekly progress report and send it to the City's Project Manager. The progress report will detail the following tasks:

- Items accomplished the previous week
- Items scheduled for the upcoming week
- Scope changes
- Budget status
- Schedule status/deliverable status
- Other issues/concerns

**Project Scheduling**

We are committed to completing the City's projects in accordance with the proposed schedules. We use MS Project to prepare an initial project schedule and to track it as the project progresses. If the City wishes, we can provide schedule as at various times during the project.



*CVWD was impressed by Cannon's insight to the details of maintaining operations and consistent communication with all parties involved.*

- David S. Gould, PE, Crescenta Valley Water District

**Experience with Current Technology**

Consultants highly trained in the latest technologies and who are familiar with current engineering standards is critical. Our team is proficient in the following software programs and resources:

- AutoCAD
- SKM Power Tools
- Deltek Vision
- MS Outlook
- Land-Desktop
- Geo. Office SKI-Pro
- FlexCAD
- StormCAD
- Civil Design
- Sketchup-6
- HEC-HMS
- Culvert Master
- Raster Design
- Autoplant
- HEC-RAS
- Flow Master
- Civil 3D
- Microstation
- SewerGEMS
- Hydraflow
- ArcGIS
- PlantFlow
- PondPAK
- Hydrographs
- ArcMap
- Promis.e
- WaterGEMS
- Hydraflow Storm
- ArcForm
- Plant ISOGEN
- SewerCAD
- Sewers
- Retain Pro
- CAESARII
- WaterCAD
- Revit Architecture
- MSPProject
- RISA:3D
- Enercalc
- 3D Modeling

Specific training programs completed by our automation and electrical engineering team members include the following:

- NFPA 70E-2015: Electrical Safety in the Workplace
- SKM Arc Flash (including IEEE 1584-2002)
- Knowledgeable of 2011 National Electrical Code
- Knowledgeable of IEEE 1584-2002 and IEEE 1584-2004 Guidelines
- Mysonicwall.com - SonicWall Network Security Essentials
- Naval E-Learning Center, Online Training - Comp TIA A+
- Siemens Step 7 Programming I and II
- Allen Bradley PanelView Applications
- GE Fanuc Simplicity Programming
- Allen Bradley Advance Programming: PLC5/SLC5
- Allen Bradley Maintenance and Troubleshooting
- GE Fanuc 9030 Logicmaster Programming

**Cannon is a C-10 Electrical Contractor and is able to provide the services of an in-house California State-Certified Electrician in conformance with applicable City, County, and State electrical codes as needed. Team members also maintain the following registrations:**

- UPLSBA (Listed Panel Shop)
- ISA Certification Automation Professional (CAP)
- Rockwell Registered System Integrator (Only in Within California)
- Wonderware Registered System Integrator



In addition, the City can feel safe knowing that our computer system is protected via multiple layers of security. We employ comprehensive Anti-Virus and Anti-Malware solutions:

All projects are backed up to tape and stored in a separate secure area for additional security and safety from disaster. We maintain multiple versions of files through our Wide Area File Services, Shadow Copy, and via our nightly tape back-ups. Our Network is primarily Gigabit; production staff is typically on Gigabit connections.

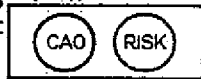
Our San Luis Obispo office has a synchronous ethernet WAN connection, and our internet connections are bridged to allow load balancing and failover capabilities. This allows for always on, fast web access and reliable data transfers.

Email and scheduling can be accessed from any computer with an internet connection and a Web Browser.

#### Staff Availability

We are committed to meeting project schedules and deliverable deadlines. In addition to our proposed Key Personnel (please see page 3 for a detailed availability chart) for this contract, Cannon's team of 120 professionals will be capable of providing reliable, responsive service to the City as needed.

*My experience with Cannon has been excellent. They provided proactive solutions, have been responsive in their communications, and are diligent in providing their work product complete and on-time. Most importantly, they deliver friendly and reliable customer service, and high quality engineering plans. I'd recommend Cannon to anyone in need of Electrical Engineering services.*

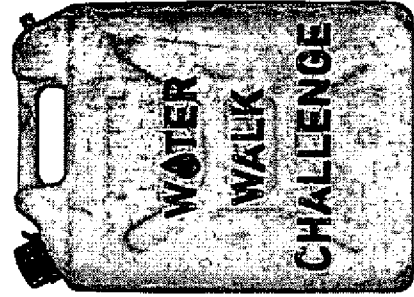


John Knipo, PE, City Engineer, City of Westlake Village



## WELL WORTH IT

Sustainable planning and design for current and future water systems is one of many ways we endeavor to support our communities. Serving local water needs fostered global awareness, and in 2010 Cannon began the Well Worth It campaign in an effort to address worldwide water crises by funding new wells and providing clean, reliable water sources to thousands in need. To learn more about our campaign or find out how you can help, visit our Global Community Partnership webpage at [CannonCorpus/about](http://CannonCorpus/about).



On average, women and girls in developing countries walk 4 miles a day carrying 40 pounds of water. This daily task prevents educational opportunities and keeps women from earning income. Often, contaminants in the water source can also cause illness and death. Cannon began the Water Walk Challenge as a way to raise awareness and experience what millions deal with daily. Carry a full Jerry Can of water at the next Water Walk Challenge and Cannon will donate \$5 to help fund additional clean water projects!

# Appendix

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Work Area	Services	Work Area	Services
<p><b>Water, Wastewater, and Storm Drain Systems</b></p> <div data-bbox="1209 1915 1404 1990"> </div>	<ul style="list-style-type: none"> <li>Piping and Valve Design</li> <li>Assessment District Engineering</li> <li>System Master Planning</li> <li>Computer Modeling</li> <li>Fire Flow Analysis</li> <li>Pump/Lift Station Design</li> <li>Reservoirs/Water Storage</li> <li>Fire Flow and Pressure Testing</li> <li>Well/Pump Design</li> <li>System Mapping</li> <li>Field Operations</li> <li>Operations and Maintenance Studies</li> <li>Watershed Studies</li> <li>Capital Improvement Programs</li> <li>Cost-Benefit Analysis</li> <li>Cost Estimates</li> </ul> 	<p><b>Sustainable Design</b></p>	<ul style="list-style-type: none"> <li>Energy Efficient Lighting</li> <li>LEED Certification Expertise and Coordination</li> <li>Storm Water Management Plans (SWMP), Reports, and Monitoring</li> <li>NPDES Permit Compliance/SWPPP Preparation</li> <li>BMP Identification</li> <li>Post-Construction Water Quality Measures</li> <li>Reclaimed Water Systems</li> <li>Drainage and Flood Control</li> <li>Low Impact Development (LID)</li> <li>Constructed Wetlands</li> <li>Constraints Analysis</li> <li>CEQA/NEPA Compliance Processing</li> <li>LEED Neighborhood Design</li> <li>Habitat Restoration</li> <li>Green Materials Expertise/Selection</li> <li>Open Space Planning</li> <li>Low Water Use Irrigation Systems</li> </ul>   

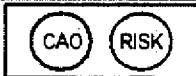
# Detailed List of Cannon Services, Continued

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## Work Area

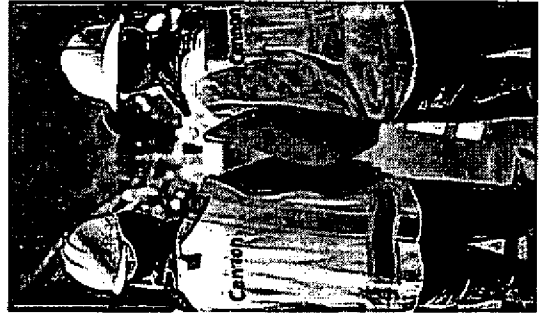
# Construction Management

- Project Design**
  - Permitting and Compliance
  - Design
  - Owner Agent
- Pre-Construction Activities**
  - Construction Management Process Plans
  - Preparation of Contractor List
  - Pre-Bid Solicitation
  - Design Document Review
  - Bidders Evaluation
  - Contract Submittal - Review
  - Purchasing Oversight
- Contract Administration**
  - Contract Management Plans
  - Modification Management
  - Authority to Secure Costs
- Progress Documentation**
  - Still Photos and Video Documentation
  - Progress Reports
- Inspection and Testing**
  - Management
- Quality Review**
- Site Visits and Meetings**
- Surveying**
  - Quantities
  - Horizontal and Vertical Controls
- Payment Applications**
  - Compliance Reports
  - Progress Payment Reports
  - Certification of Payments



## Services

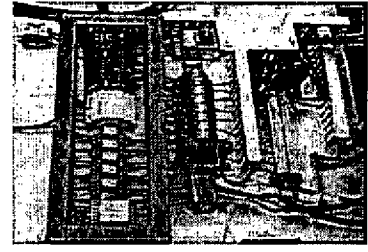
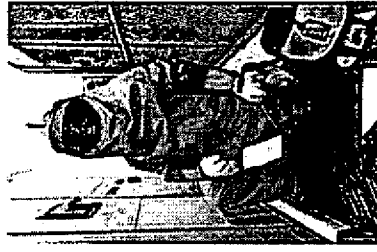
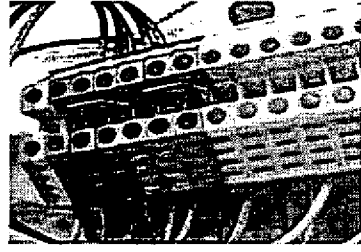
- Schedules**
  - Tracking
  - Evaluation
  - Reporting
  - Change Request
  - Master Scheduling
- Claims Management**
  - Claims Review, Processing, and Discussions
- Forensics**
- Project Close-out**
  - Submittal Review
  - Substantial Completion
  - Final Inspection of Work
  - Final Project Report
- Warranty Close-out**



## Work Area

# Instrumentation and Electrical

- Distributed Control Systems**
- Programmable Logic Controls**
- Man-Machine Interface**
- SCADA**
- Low, Medium, and High Voltage Systems**
- Electrical Distribution**
- Power Systems Analysis and Modeling**
- Electrical Coordination Studies**
- Motor Control Systems**
- Emergency Standby Power Systems**
- Lighting**
- Startup Support and System Design**
- Instrumentation and Electrical Specification**
- Procedure Development and Review**
- Arc Flash Studies**
- Process Control Troubleshooting and Analysis**
- Motor Control System Troubleshooting and Analysis**
- Control System Training**
- System Documentation**
- Dry Utility Coordination**
- Project Close-out/As-builts/Documentation**
- Panel Design and Fabrication**



# Detailed List of Cannon Services, Continued

Ag

## Work Area

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## Street Improvements

### Services

- **Planning and Preliminary Engineering**
  - Route/Corridor Studies
  - Feasibility Studies
- **Rural Highways**
  - Intersections
  - Lane Additions
  - Widening Projects
  - Turn Lanes
  - Pavement Design, Analysis, and Rehabilitation
  - Roadside Safety Design
- **Urban Streets**
  - Intersections
  - Lane Additions
  - Widening Projects
  - Turn Lanes
  - Utility Design and Coordination - Water and Sanitary
  - Storm-Sewer Systems
  - Traffic Calming
- **Complete Streets**
  - Landscape Architecture
  - Placemaking - Parks and Public Spaces
  - Placemaking - Commercial and Retail
  - Recreational Trails and Bikeways
  - Pedestrian Facilities
- **Bridges, Culverts, and Retaining Walls**
  - Post-Tensioned and Heavy Timber Bridges
  - Pedestrian Bridges



## Work Area

## Traffic Engineering and Design

### Services

- **Design - Please see the Street Improvements section to the left for a complete list of our transportation design services**
- **Traffic Control**
  - Signings and Pavement Markings
  - Traffic Control During Construction
  - Intersection Conflict Analysis
  - Turn Lane Capacity Analysis
  - Access Management Planning and Design
- **Traffic Calming Design and Implementation**
- **Plan Checking**
- **NPDES Services**
- **ADA Compliance**
- **Street Lighting Design**
- **Signing and Striping Plans**
- **Pedestrian and Bikeway Design**



# Reliable Responsive Solutions

**Cannon**  
1050 Southwood Drive  
San Luis Obispo, CA 93401  
805.544.7407





**FEE SCHEDULE**

**2016 FEE SCHEDULE**

**Engineering/Design Staff: Civil, Mechanical, Electrical, Structural, Planning, Landscape**

Sr. Consultant / Director .....	163.00 - 225.00	Administrative/Clerical .....	65.00 - 85.00
Sr. Principal Engineer .....	160.00 - 195.00	Sr. Principal Designer .....	105.00 - 135.00
Principal Engineer .....	145.00 - 185.00	Principal Designer .....	100.00 - 125.00
Sr. Associate Engineer .....	135.00 - 165.00	Sr. Project Designer .....	95.00 - 120.00
Associate Engineer .....	125.00 - 150.00	Lead Designer .....	90.00 - 115.00
Sr. Project Engineer .....	115.00 - 140.00	Project Designer .....	80.00 - 110.00
Project Engineer .....	105.00 - 130.00	Sr. CAD Tech / CAD Tech .....	80.00 - 95.00
Design Engineer .....	95.00 - 120.00	Technical Writer I, II, III .....	85.00 - 116.00
Engineering Assistant I, II .....	70.00 - 90.00	Planner / Landscape Arch .....	70.00 - 115.00
Project Coordinator I, II, III, IV .....	85.00 - 115.00	Associate Planner / Land Arch .....	125.00 - 150.00
Grant Funding Manager I, II .....	125.00 - 140.00	Sr. / Chief Planner .....	145.00 - 165.00

**Automation Staff**

Sr. Automation Specialist .....	165.00 - 174.00	Lead Automation Technician .....	100.00 - 110.00
Lead Automation Specialist .....	140.00 - 147.00	Automation Technician .....	90.00 - 100.00
Automation Specialist .....	130.00 - 137.00	Sr. Automation Analyst .....	115.00 - 130.00
Sr. Automation Technician .....	120.00 - 126.00	Lead Automation Analyst .....	110.00 - 120.00
Automation Const. Coord I, II .....	85.00 - 110.00	Automation Analyst .....	100.00 - 105.00
IE Services Coordinator .....	70.00 - 80.00		

**Prevailing Wage**

Inside Wireman, Communications & System Technician / Installer .....	110.00 - 130.00
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**Construction Management Staff**

Principal Construction Manager .....	160.00 - 190.00	Structures Representative .....	130.00 - 150.00
Sr. Construction Manager .....	165.00 - 180.00	Associate Construction Engineer .....	100.00 - 125.00
Construction Manager .....	130.00 - 165.00	Construction Inspector I, II .....	90.00 - 120.00
Sr. Resident Engineer .....	155.00 - 165.00	Office Engineer .....	105.00 - 125.00
Resident Engineer .....	140.00 - 155.00	Construction Coordinator I, II .....	85.00 - 110.00
Assistant Resident Engineer .....	125.00 - 140.00		

**Forensics/Expert Testimony Staff**

Expert Testimony (Deposition/Trial) .....	450.00	Technical Support .....	230.00 - 280.00
Office Administrator .....	150.00	Research & Investigation .....	200.00 - 300.00

**Survey Office Staff**

Chief Surveyor / Sr. Consultant .....	160.00 - 175.00	Land Surveyor I-V .....	120.00 - 160.00
Sr. Land Surveyor .....	160.00 - 175.00	Survey Technician I-VI .....	85.00 - 145.00
Survey Manager .....	150.00 - 175.00	GIS Specialist / Tech .....	110.00 - 140.00

*This schedule provides ranges for various staff classifications. The actual rate may differ depending on the discipline; however, it will not be higher than the given range.*

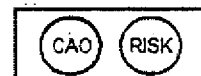
**Survey Field Staff**

Three-Man Crew .....	275.00 - 350.00	Three-Man HDS Crew .....	350.00
Two-Man Crew .....	230.00 - 275.00	Two-Man HDS Crew .....	285.00
One-Man Crew .....	150.00 - 200.00	One-Man HDS Crew .....	220.00
One-Man Crew (no robot) .....	130.00	Two-Man UMO Crew .....	150.00 - 230.00
3D HDS Data Modeling .....	90.00 - 110.00	One-Man UMO Crew .....	100.00 - 150.00

**Prevailing Wage**

Three-Man Crew .....	375.00	Three-Man HDS Crew .....	375.00
Two-Man Crew .....	285.00 - 290.00	Two-Man HDS Crew .....	285.00
One-Man Crew .....	190.00 - 205.00	One-Man HDS Crew .....	220.00
Two-Man UMO Crew .....	285.00	One-Man Crew (no robot) .....	160.00
One-Man UMO Crew .....	200.00		

*All of the above hourly rates include all direct labor costs and labor overhead, general and administrative expenses and profit. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the above rates for weekdays and 2.0 for weekends and holidays.*







FEE SCHEDULE

Other Direct Charges

In-House Reproduction	
Printing/Copies 8 1/2 x 11 .....	\$0.05 per page
Printing/Copies 11 x 17 .....	\$1.00 per page
Black Line Plots .....	\$2.00 per page
Color Plots .....	\$5.00 per page
Outside Reproduction .....	Cost + 15%
Travel and Related Subsistence .....	Cost + 15%
Truck or Field Vehicle .....	\$80.00 per day
CAD and Simulation Software .....	\$15.00 per day
Mileage Reimbursement (or IRS allowable rate) .....	IRS Rate per mile
Automation & Electrical Materials .....	Cost + 25% (+tax)
Subconsultant Fees .....	Cost + 10%

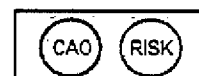
All direct expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%.

If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays.

If the client requests field services to be provided outside of normal working hours (between 6:00 p.m. and 6:00 a.m.), a multiplier of 1.5 will be applied to the stated rates.

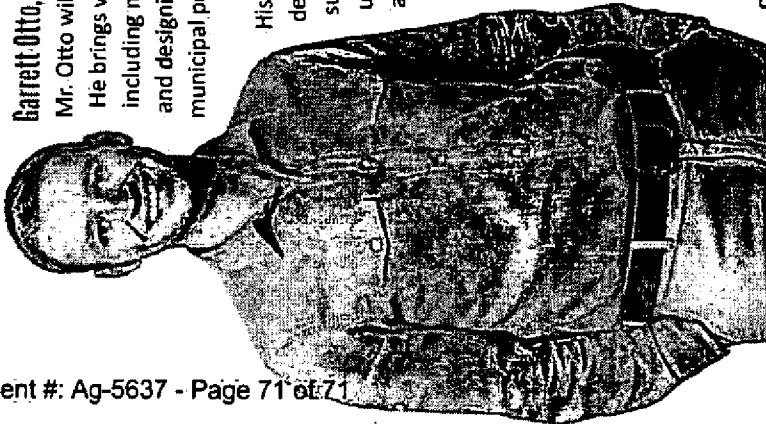
Survey Crews and Automation Field staff are billed portal to portal, and mileage charges are included in the hourly rate. A minimum charge of 4 hours will be charged for any Automation Field Service calls outside of normal working hours (between 6:00 p.m. and 6:00 a.m.).

The stated rates are subject to change, typically on an annual basis.



Organizational Chart and Resumes of Key Personnel

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**Garrett Otto, PE - Project Manager**

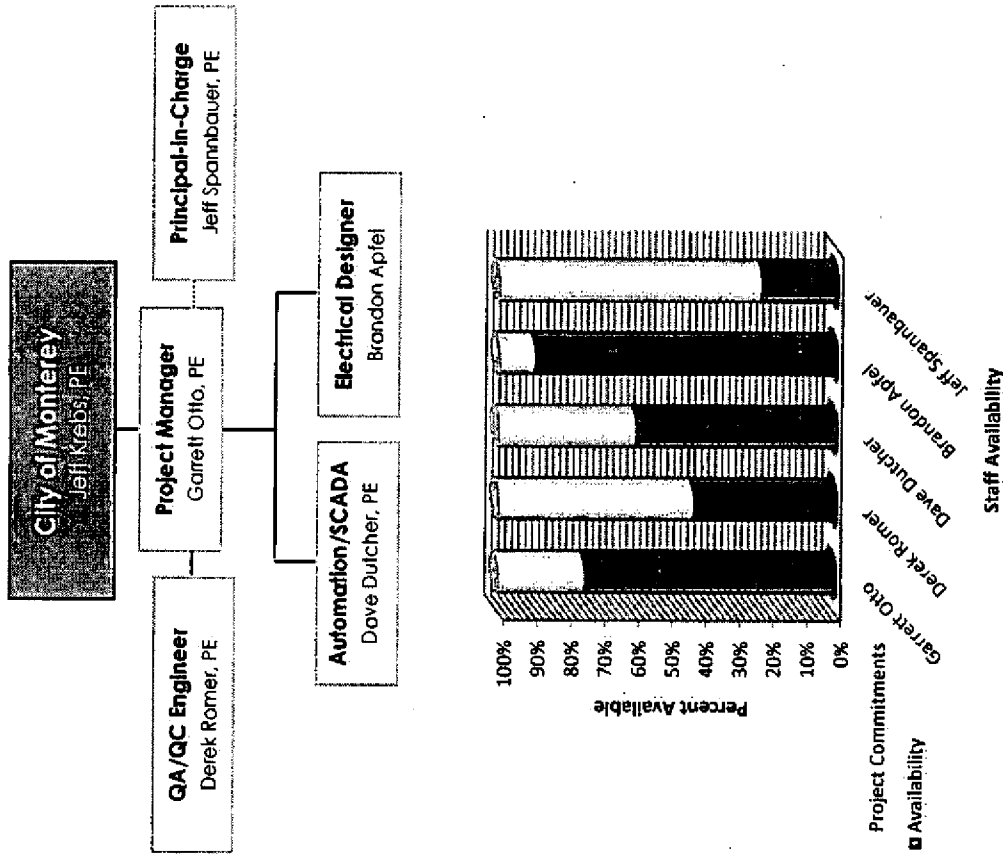
Mr. Otto will be your day-to-day point of contact. He brings valuable insight and expertise to the City, including more than 10 years of experience managing and designing electrical plans and specifications for municipal projects throughout California.

His experience includes managing and designing for major infrastructure projects such as motor control center design and upgrades, automation and controls systems, arc-flash protection, commercial lighting and power distribution design; electrical construction support on large bridges and tunnels; and critical system design for data centers and nuclear power plants.

Mr. Otto has worked closely with Architects and other consultants in preparing construction documents, bid specifications; engineers review and calculations, and Title 24 compliant design; calculations; and documentation.

*The City of Pismo Beach has come to expect a high caliber of service from Cannon's team. For nearly a decade, Cannon has supported our beautiful city in the preservation of safe and steady public infrastructure, for residents and tourists alike.*

- Ben Fine, Director of Public Works/City Engineer  
City of Pismo Beach



Resumes for key personnel are included in the following pages: