# PROFESSIONAL SERVICES AGREEMENT for the

#### **On-Call Electrical Engineering Design Services**

THIS AGREEMENT is executed this <u>B</u> day of <u>Avgust</u>, 201<u>6</u>, by and between the CITY OF MONTEREY, a municipal corporation, (hereinafter "City"), and TJC and Associates, Inc., (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. <u>Scope of Services</u>. 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. <u>Amendment of Services</u>. 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. <u>Supplemental Services</u>. 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. <u>Total Fee</u>. 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. <u>Invoicing</u>. 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. <u>Adjustment of Fees</u>. 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. <u>Hourly Rates</u>. 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. <u>Subconsultants and Vendors</u>. 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. <u>Term</u>. 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. <u>Timely Work</u>. 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. <u>Project Schedule</u>. 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. <u>Notice to Proceed</u>. 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. <u>Listed Employees and Subconsultants</u>. 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. <u>Sub-agreements with Subconsultants</u>. 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. <u>Not an Agent of the City</u>. 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. <u>City's Project Representative</u>. 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.

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

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

Name:Paul Giorsetto, P.E.Title:Vice PresidentAddress:1615 Broadway, 4th Floor, Oakland, CA 94612



Telephone:	<u>(510) 251-8980</u>	 
Email:	paul@tjcaa.com	 

- C. <u>Meet and Confer</u>. 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. <u>Communications and Notices</u>. 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. <u>Commercial General Liability Insurance</u> 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. <u>Professional Liability Insurance</u> 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. <u>Automobile Liability Insurance</u> Commercial automobile liability insurance ISO Form Number CA 00 01 covering any vehicle (Code 1), [or if Consultant has no owned autos, hired (Code 8) and non-owned autos (Code 9)] covering all vehicles 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 accident for bodily injury and property damage.
- D. <u>Workers' Compensation Insurance</u> 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
    - admitted to do business in California with a current A.M. Best rating of no less than A:VI;

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- 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:

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- 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 after 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.

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vili. 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. <u>Available Information</u>. 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. <u>City Resources</u>. 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. <u>Obligations of Consultant</u>. 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. <u>Ownership of the Materials</u>. 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. <u>No Patent or Copyright Infringement</u>. 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. <u>Delivery and Use of the Materials</u>. All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sconer 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. <u>Survival of Ownership and Use Provisions</u>. 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. <u>Additional Copies</u>. 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

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compensate Consultant for the actual costs related to the production of such copies by Consultant.

## 11. CONFIDENTIALITY

- A. <u>No Disclosure</u>. 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. <u>California Public Records Act</u>. 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;

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- 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. <u>Dispute Resolution Procedures</u>. 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. <u>Negotiations</u>. 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. <u>Mediation</u>. 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. <u>Termination for Cause or Default</u>. 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. <u>Termination for Convenience</u>. 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. <u>Non-discrimination</u>. 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. <u>Acceptance of Services Not a Release</u>. 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. <u>Force Majeure</u>. 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. <u>Headings</u>. 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. <u>Entire Agreement</u>. 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. <u>Conflict between Agreement and Exhibits</u>. 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. <u>Counterparts</u>. 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. <u>Multiple Copies of Agreement</u>. 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.
- <u>Authority</u>. 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. <u>Severability</u>. 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. <u>Non-exclusive Agreement</u>. 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. <u>Assignment of Interest</u>. 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. <u>City Business License</u>. 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. <u>Laws</u>. 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.

T00020-CA (v. 2:4 - 0708/2015)



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O. <u>On-Call Agreements</u>. 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 ignee Signature Mayor. Offv Manager Title

CONSULTAN Consultant Signature

Gianna C. Zappettini

Printed Name

President

Title

TJC and Associates, Inc.

Consultant Legal Company Name

Exhibit "A"Request for ProposalsExhibit "B"ProposalExhibit "C"Fee ScheduleExhibit "D"Key Employees and Subconsultants

T00020-CA (v. 2.4 - 0708/2015)

Agreement #: Ag-5642 - Page 17 of 69





# **REQUEST FOR PROPOSAL**

# TO PROVIDE ON-CALL ELECTRICAL ENGINEERING DESIGN SERVICES

# FOR THE CITY OF MONTEREY

May 12, 2016





Agreement #: Ag-5642 - Page 18 of 69

# 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.

#### <u>THE CITY WILL NOT EXPECT THE CONSULTANT TO:</u>

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. <u>MINIMUM PROPOSAL CONTENT</u>

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

# A. <u>Cover Letter</u>

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

#### B. <u>Technical Proposal</u>

- 1. Relevant public agency experience, both of the firm and the personnel assigned to this project-include resumes of key personnel.
- 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.



- 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.
- 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. <u>Féé Schedulé</u>

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. <u>SUBMITTAL REQUIREMENTS</u>

#### A. <u>Proposals</u>

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 <u>separate sealed</u> envelope or package, clearly marked as the "Fee Schedule" for this solicitation, with the name of the firm and due date/time.

#### B. <u>Due Date/Time</u>

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. <u>Evaluation Criteria</u>

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:

Criteria	Scoring
Responsive Proposal	Indicate -
	Pass/Fail
Cover letter, including firm and responsible charge contact information	
Signed proposal and acknowledgement of addenda (if applicable)	1
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	· · · · · · · · · · · · · · · · · · ·
Any item marked "Fail" will cause the proposal to be	
deemed non-responsive.	
Proposed Team Qualifications and Resumes	Points 0-1
Organizational chart of proposed team provides a clear picture of the	T OING VER
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	
Sub Total Possible Points = 20	·
Project Experience	Points 0-1
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:	
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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 Sub Total Possible Points – 30 Project Specific Components:	Points 0-10
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Describes firm's process for cost management, methods for tracking	
costs, and methods used to recover budget/estimated cost overrun	
Sub Total Possible Points - 30	
Local and Team Experience	Points 0-5
Describes relevant experience working as a team in the Monterey Peninsula	
Sub Total Possible Points=5	
Total Possible Points-85	

# B. <u>Procedures</u>

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.

- 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.
- 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. <u>Schedule</u>

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.

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, <u>www.monterey.org</u>, 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 workl, 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. <u>Amendment of Services</u>. 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. <u>Supplemental Services</u>. 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. <u>Total Fee</u>. 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. <u>Invoicing</u>. 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:
  - 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. <u>Adjustment of Fees</u>. 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. <u>Hourly Rates</u>. 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. <u>Subconsultants and Vendors</u>. 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



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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.
- 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. <u>Term</u>. 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. <u>Timely Work</u>. 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. <u>Project Schedule</u>. 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. <u>Notice to Proceed</u>. 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. <u>Listed Employees and Subconsultants</u>. 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. <u>Sub-agreements with Subconsultants</u>. 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:

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- 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. <u>City's Project Representative</u>. 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:	. <u> </u>	· . <u></u>		<u>-</u>
Email:	 	- ·	·	

B. <u>Consultant's Project Manager</u>. 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. <u>Meet and Confer</u>. 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. <u>Communications and Notices</u>. 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



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

- A. <u>Commercial General Liability Insurance</u> 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. <u>Professional Liability Insurance</u> 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. <u>Automobile. Liability. Insurance</u> 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. <u>Workers' Compensation Insurance</u>. 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:
  - 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.

- 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).
  - 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.

- Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
- 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

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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 <u>Available Information</u>. 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. <u>City Resources</u>. 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. <u>Obligations of Consultant</u>. 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



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- A. <u>Ownership of the Materials</u>. 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. <u>Delivery and Use of the Materials</u>. 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. <u>Survival of Ownership and Use Provisions</u>. 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. <u>Additional Copies</u>. 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. <u>No Disclosure</u>. 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.

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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. <u>California Public Records Act</u>. 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

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- A <u>Dispute Resolution Procedures</u>. 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. <u>Negotiations</u>. 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. <u>Mediation</u>. 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. <u>Termination for Cause or Default</u>. 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. <u>Termination for Convenience</u>. 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. <u>Non-discrimination</u>. 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, mantal 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. <u>Acceptance of Services Not a Release</u>. 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. <u>Headings</u>. 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. <u>Entire Agreement</u>. 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. <u>Conflict between Agreement and Exhibits</u>. 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. <u>Counterparts</u>. 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. <u>Multiple Copies of Agreement</u>. 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.

- <u>Authority</u>. 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. <u>Severability</u>. 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. <u>Non-exclusive Agreement</u>. 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. <u>Assignment of Interest</u>. 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. <u>City Business License</u>. 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. <u>Laws</u>. 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. <u>On-Call Agreements</u>. 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.



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# CITY OF MONTEREY

# Mayor, City Manager, or Designee Signature

Printed Name

Title

CONSULTANT

Consultant Signature

Printed Name

Title

Consultant Legal Company Name

Exhibit "A"Request for ProposalsExhibit "B"ProposalExhibit "C"Fee ScheduleExhibit "D"Project ScheduleExhibit "E"Key Employees and Subcontractors

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June 9, 2016

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

RE: Proposal for On-Call Electrical Engineering Design Services

Dear Mr. Krebs:

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SCADA

Electrica

ncineerina

numentation

Controls

TJC and Associates, Inc. (TJCAA) is pleased to submit our Proposal to the City of Monterey (City) for On-Call Electrical Engineering Design Services. TJCAA will provide the City with a team experienced in instrumentation, controls and electrical (ICE) system designs and construction services. Our firm features Oakland based engineering staff with the expertise to successfully execute the projects identified in the City's Request for Proposals. Selecting TJCAA will benefit the City in a number of ways:

**Expertise:** Our team has the specific in-house technical expertise required for the full range of projects anticipated by the City, as indicated in the City's Request for Proposals. Areas of expertise related to public agency infrastructure including instrumentation, electrical power distribution, lighting, standby power systems, energy efficiency, arc flash and short circuit analyses, and fiber optic network infrastructure. Our experience in the public sector includes planning, predesign, design, and services during construction. This broad experience background provides the City with a team that can address the essential technical issues related to all aspects of the ICE disciplines.

**Responsive Performance:** Our team understands that the role of the consulting design firms selected for the on-call services are as specialists acting to support City staff. As a consulting firm focused on discipline design we are comfortable with this role and understand the importance of responding to our dients' needs. Our business model fully supports the need to be responsive to the City's needs for performing engineering design tasks.

**Relevant Experience:** Our team has demonstrated its ability to deliver high quality design projects for numerous public agencies throughout California including arc flash studies currently being performed (for Monterey Regional Water Pollution Control Agency) at City-owned wastewater and storm water lift stations. Our understanding of public sector construction contract requirements will allow our team to support City staff immediately with zero learning curve.

We are excited about this opportunity offered by the City and confident that we will provide the electrical engineering support necessary to deliver successful projects. Please review the details of our staff, related experience, and history of responsiveness. Please do not hesitate to call me at (510) 251-8980 (or e-mail at <u>paul@ticaa.com</u>) should you have any questions or require any further information. I look forward to hearing from you soon.

The Cathedral Building 1615 Broadway 4th Floor Oakland, California 94612

p 510/251 8990 f<sup>1</sup> 510/251 8981

www.tjcaa.com

Very truly yours,

dul 1

Paul J. Giorsetto, P.E. Vice President eement#and-35529519155-4406669





# Introduction

This proposal presents the capabilities and qualifications of the TJC and Associates, Inc. (TJCAA) team as well as our project approach for delivering successful On-Call Electrical Engineering Design Services for the City of Monterey (City). This proposal is divided into sections to address specific items as requested in the City's Request for Proposals (RFP). They are as follows:

- Section 1: Approach to Work (this section)
- Section 2: Firm Specialized Experience
- Section 3: Project Team

We have also provided an Appendix A containing detailed staff resumes.

# Section 1: Approach to Work

## PROJECT UNDERSTANDING AND APPROACH

The City is Seeking the services of electrical engineering consultants to provide engineering analyses, preparation of construction plans and specifications, bld period support, and construction administration assistance for capital (local, state and/or federal) projects located in the City of Monterey, Presidio of Monterey, Ord Military Community, Naval Post Graduate. School or Camp Roberts. The projects will be performed under the management of the City/s Engineering Department.

The RFP provides guidance related to the City's expectations of typical tasks required to provide engineering support services for proposed projects. Specific potential project tasks from the RFP include electrical distribution system improvements, wireless and communications enhancements, standby power systems, preparation of load calculations and Title 24 documentation, PG&E coordination, and construction support services.

The City's website also describes current projects within the City which are similar to those that could be accomplished as part of the Scope of Work. While each project is necessarily unique, a typical work plan for electrical engineering services will include the following:

- Initial project design meeting
- Field investigations, data collection and field survey
- Permits and agency approvals
- Utility (PG&E) service
- Pre-design report
- Design calculations
- Construction plans and specifications and estimate of probable construction cost at the 30%, 90%, and final design stages
- Final study report
- Title 24 Compliance Forms
- Bid support services
- Engineering Services During Construction: Contractor RFIs, submittal review, record drawings
- Quality Assurance/Quality Control (QA/QC)

To this list, TJCAA also offers control system programming support for configuration, programming, testing, and startup of programmable logic controllers (PLC) a Machine in #erfg38342HMage as progents used throughout the City water infrast (CAO) (RISH





City of Monterey On-Call Electrical Engineering Design Services

Our approach for executing the work is heavily dependent on the nature of the project assignments. The TJCAA team has extensive experience executing the types of project tasks listed in the RFP as they relate to the execution of electrical engineering customary in the public sector. Depending on the project requirements, we will assign a member of the project team to execute the work based on specific expertise (e.g., electrical system simulations, lighting design, etc.), resource availability (for general service tasks), or familiarity with the specific facility or system for which the work is to be performed (e.g., PLC programming).

As a discipline specialist consultant, TJCAA is familiar with this approach because it reflects our standard business model: working with end users such as the City or as a subconsultant to a larger civil or environmental engineering firm. In particular, TJCAA is comfortable with the typical design requirements for design submittal completion levels: preliminary, 30%, 90%, leading to delivery of final bid ready packages.

# **PROJECT MANAGEMENT TECHNIQUES**

Effective project management is necessary for the success of any engineering project. The Project Manager's role is to understand the project goals, facilitate all work activities, and keep the City informed of progress and potential issues associated with the effort. Our Project Manager, Paul Glorsetto, and other key staff members have worked with small and large municipal organizations, and are experienced in helping to define project needs and in working with disparate groups with diverse backgrounds, to facilitate reaching consensus.

Some of the tools we use include a comprehensive Project Work Plan; an earned value tracking system to track progress and performance; and succinct monthly reports that accompany each involce summarizing work completed, work to be performed, pending issues, budget status, and schedule.

The basic approach for projects is straightforward; however, some elements present technical and execution challenges. Our experience in public sector work suggests that certain conditions or issues tend to occur quite often. This section identifies some of these challenges and identifies potential approaches (depending on the final project scope) for addressing them.

## ISSUE: SCOPE OF WORK

• Scope formulation: Developing a definition of work that clearly and completely defines the task(s) to be performed and used to develop the associated task budget.

<u>TJCAA APPROACH</u>: Develop detailed scopes at project inception. Our typical format includes a detailed description, list of governing assumptions, and deliverables all prepared to establish expectations and intent. TJCAA welcomes the opportunity to provide the City with examples of our detailed work scopes for review.

 Scope changes: Proposing significant changes to the work due to unforeseen field conditions, new information or requirements (e.g., regulatory changes), or additional requirements from stakeholders not initially considered during scope formulation.

<u>TJCAA APPROACH</u>: User group or workshop process similar to the approach used by TJCAA on several recent projects. User groups offer City Project Managers a number of benefits: 1) stakeholders are given the opportunity to participate throughout the design process, 2) verbal discussions often foster participation from technical support and maintenance personnel, 3) internal organizational knowledge can be extracted informally, 4) user group minutes, prepared by TJCAA engineers, provide a written decision document useful for establishing the basis for design.

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Scope creep: Small scale scope changes, each not necessarily significant, yet in total resulting in a large impact on project budget and schedule.

<u>TJCAA APPROACH</u>: Establish strong communication (e.g., e-mail, telephone calls) between the City and TJCAA project managers briefly documenting each change and anticipated impact. The act of defining each small change helps to quantify project impacts. It then becomes the responsibility of the TJCAA PM to communicate early and clearly to the City PM when the scope changes might become a concern. Our experience has been that this approach maintains the ability of the design team to be flexible, yet provides our client's PM with an early warning system that facilitates suitable corrective action.

# **ISSUE: INFORMATION EXTRACTION**

City staff time constraints and competing priorities often affect the ability of the design team to get crucial information. In our experience, the information stored in people's heads is nearly always the most current and most useful. Getting that information to the design team in an efficient and timely manner is often difficult. Missing information leads to inefficient design cycles, rework, and poor project performance.

<u>TJCAA APPROACH</u>: The user group process can provide the mechanism to extract essential operational or maintenance information systematically and efficiently for both City staff and the design team. TJCAA has found the user group process to be a very effective tool in this regard.

## ISSUE: STAFF REVIEW TIME

Another area where staff time constraints and priorities affect project performance is in timely reviews of reports, design submittals, and other project deliverables. Reviews of project documents are essential to ensure that the design team is heading in the right direction. Operation and maintenance staff members are often subject to outside pressures from other assignments and extensive field responsibilities.

<u>TJCAA APPROACH</u>: A method we use to assist City staff with efficient review of project deliverables is the inclusion of design workshops. TJCAA recommends scheduling these workshops midway through each of the City's review periods. The workshop forum is used by TJCAA to present the essential elements of the design approach, to allow staff to ask questions directly of the design team, and to allow the design team to obtain additional information directly in a verbal format. Workshop minutes (prepared by TJCAA staff) then provide an initial set of review considerations. The City then has additional time to finish the document reviews having a better appreciation of what areas may deserve closer scrutiny. TJCAA uses design workshops extensively and finds them to be a very effective tool of obtaining useful review comments and maintaining project schedules.

# QUALITY ASSURANCE/QUALITY CONTROL

Quality Assurance/Quality Control (QA/QC) is of critical importance to TJCAA and the City. Michael Erwin will be primarily responsible for the QA/QC processes for this Project. He will be working with Paul Giorsetto as the Project Manager to perform an independent review of the deliverables at each submittal point. This independent review provides a "second set of eyes" on all documents leaving the TJCAA offices. The QA/QC plan and execution will be included in the Project Work Plan followed by TJCAA staff.

The TJCAA team is committed to implementing a Quality Assurance and Quality Control (QA/QC) program throughout the project life. In addition to providing the City with a quality product, a well-executed QA/QC program significantly reduces costs and enhances the usefulness of the work product. Our QA/QC program will focus on three distinctive aspects: (1) cost effectively meeting the budgetary needs of the City, (2) achieving quality. Agreement (3) independent review for accuracy, practicality, and construction (CAO) (RISK)





Specific QA/QC program elements include:

- In-House OA/OC Electrical Check Lists: Michael Erwin will use our internally developed OA/OC check list for checking our design efforts. This checklist contains typical (and not so typical) reminders and issues gained over the decades of design work. The checklist includes items and reminders for the reviewer to validate key assumptions, vet the work product against the design criteria, correct common mistakes, deal with potential regulatory and code compliance issues, and verify coordination issues:
- **OA/OC Activities Planning:** QA/OC takes time and requires advance scheduling. OA/OC activities must be planned and budgeted at the outset of the project. We will plan our QA/QC activities so that the City will benefit from quality design documents and other deliverables.
- Independent Reviews: QA/QC tasks are performed by experienced engineers not involved in the day-to-day project design. The QA/QC engineers, led by Michael Erwin, will render unbiased perspectives, identify potential problems, and value-engineer project recommendations. We recognize that decisions made in a project's early stages have the greatest opportunity for significant impact, at lower cost, than decisions made during later phases of work. Our reviews will start with the setting of initial criteria and electrical TM for the project where changes can be easily accommodated without resulting in large negative impacts on the work.
- Followup Review Checks: Reviewers will document that their reviews have followed the required QA/QC plan and that they meet the intent of the QA/QC protocols.

# **CITY STANDARD AGREEMENT**

TJCAA has reviewed the City of Monterey's Standard Agreement for Consulting Services that was included with the Request for Proposals. While there may be some need for additional clarification, no prolonged discussions or major modifications will be necessary to enter into an agreement.

# FEE SCHEDULE

The TJCAA Rate Schedule for the duration of the project is included under separate cover.



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TJC and Associates, Inc.



City of Monterey On-Call Electrical Engineering Design Services Exhibit B

# Section 2: Specialized Experience

# TJC AND ASSOCIATES, INC. FIRM BACKGROUND

TJC and Associates, Inc. (TJCAA) is a small business enterprise, providing engineering services to local Bay Area clients, as well as to clients throughout the United States. Founded by Terence Cavanagh, S.E. and Gianna Zappettini as a structural engineering firm in 1998, TJCAA expanded in 2006 to offer multi-discipline design solutions in Structural Engineering, Electrical Engineering, and Instrumentation and Control.

TJCAA's head designers, Terence Cavanagh and Paul Giorsetto, each have over 30 years' experience in delivering creative solutions for special districts, municipalities, and commercial/industrial clients. The TJCAA team provides expertise in design of structural, instrumentation, controls, and electrical infrastructure for water and wastewater treatment plants, pump stations, and support facilities.

TJCAA personnel are responsive and flexible team members. Throughout our history we have consistently demonstrated our ability to provide quality service, both as a lead firm or by integrating effectively with existing design teams. Our goal is to achieve cost effective solutions that represent a coordinated technical fit with our client's specific needs and capabilities. TJCAA operates from two fully equipped Northern California design offices located in Oakland and Sacramento.

# DEMONSTRATION OF FIRM'S MANAGEMENT EXPERIENCE

The TJCAA team proposed for the On-Call Electrical Engineering Design Services has proven experience in the lead role of managing projects of comparable (or higher) complexity. Our proposed project team, including Project Manager Paul Giorsetto, Project Engineers and Staff Engineers, have worked both individually and together as a team on numerous projects in the municipal field. The team is also currently performing arc flash studies (for Monterey Regional Water Pollution Control Agency) at City-owned wastewater and storm water lift stations. Selected detailed project descriptions and references are included in Section 3 of this Proposal.

Table 1 is a partial list of projects where the TJCAA project staff have been the project manager, project engineer, or performed as the discipline task leader for the instrumentation, controls, and electrical (ICE) project elements. In all cases, the listed projects or discipline tasks were of similar or higher complexity than those described in the Request for Proposals. Our budget and schedule performance on these projects are also indicated that show our proven record of delivering our design projects on schedule and within budget.

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TJC and Associates, Inc.

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City of Monterey On-Call Electrical Engineering Design Services

TABLE 1: TJCAA PROJECT MANAGEMENT PERFORMANCE						
CLIENT	PROJECT	STAFF, ROLE	TJCAA PERFORMANCE			
Monterey Regional Water Pollution Control Agency	Arc Flash Studies	Paul Giorsetto, Project Manager Maria Aguirre, Project Engineer	In progress			
Abcana Industries, Inc.	Abcana Chemical Dispensing Facility	Paul Giorsetto, Project Manager Jacqueline Okubo, Project Engineer	In progress			
City of Benicia	WWTP Electrical Distribution Emergency Repair	Michael Erwin, Project Manager Jacqueline Okubo, Project Engineer	In progress			
Contra Costa Water District	System Integrator On-Call Services: Fiscal Year 14/15	Michael Erwin, Project Manager Paul Giorsetto: Project Manager Jacqueline Okubo, Project Engineer Lee Meyer: Project Engineer	Met Project Schedule ✓ Met budget ✓ In progress			
Dublin San Ramon Services District	WWTP Cogeneration and Primary Service Improvements Project	Paul Giorsetto, Project Manager	Met Project Schedule - Met budget -			
City of Benicia	WTP PLC Upgrade Project Design	Michaël Erwin, Project Manager Maria Aguirre, Project Engineer	Met Project Schedule - Met budget -			
Alameda County Water District	TP2 PLC Replacement Project, Phase 1	Michael Erwin, Project Manager Lee Meyer, Project Engineer	Met Project Schedule 🖌 Met budget 🖌			
Bella Vista Water District	Well No. 2 PLC Programming Upgrade Services	Michael Erwin, Project Mañager	Met Project Schedule -⁄ Met.budget -⁄			

For the specific work associated with the project tasks described in the RFP, TJCAA will be self-performing all discipline specific preliminary engineering coordination, field verification, engineering analyses, design, and construction services. CADD work will also be performed by TJCAA staff to assure complete and accurate documentation of the design.

TJCAA is typically working simultaneously on several projects at any given time. The nature of our consulting work requires us to be flexible, managing different projects, allocating resources, and responding to variations in schedule and project requirements based on client or project dynamics. The structure of our firm is designed to support this need for flexibility.

For a specific example of our responsiveness, TJCAA recently received a short notice request to perform field investigations related to failing electrical duct banks at a wastewater treatment plant. TJCAA staff were on site the next day to provide visual assessment. Shortly thereafter, we developed an engineering approach to design repairs for the client under an emergency directive. TJCAA electrical and structural engineers are presently in design of the replacement and relocation of several critical main power feeders to address the duct bank failure and improve reliability.

This quick response assisted the client's engineering management with the necessary engineering justification to expedite project approval and avoid procedural delays. Our ability to manage multiple unrelated projects is proven in that we were able to address the client's emergency needs while continuing with our other obligations on all the other projects with overlapping schedules during these periods.

Refer to Section 3 for projections of our resource availability during the anticipated project's time period.

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Exhibit B



Section 3 Project Team

Exhibit B

# Section 3: Project Team

## PROJECT TEAM

TJC and Associates, Inc. (TJCAA) has assembled a team of design professionals with proven experience designing projects similar to those described in the RFP. TJCAA is committed to allocating these resources throughout the life of the project. The following organization chart presents our proposed project team and relationships.

Detailed resumes for the project team members are included in Appendix A to these qualifications and the resources shown below are all available to be assigned to this project through all phases of assessment, design, and construction, as needed. Please also refer to Sections 1 and 2 for experience of the management team and technical expertise.



# **Electrical Engineering Team Organization Chart**

CAO RISK

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TJC and Associates, Inc.



City of Mönterey On-Call Electrical Engineering Design Services Section 3 Project Team

# KEY STAFF

## Paul J. Giorsetto, P.E. – Project Manager



Mr. Giorsetto has over 30 years of design experience in the areas of control systems, telemetry, and industrial electrical applications. For the last 20 years, he has been responsible for multi-discipline groups on a variety of projects, maintaining project schedules, tracking earned value to budgets, and overseeing the quality of the design work product. His technical capabilities and experience include electrical system instrumentation, and in-plant and remote telemetry SCADA systems.

# Michael J. Erwin, P.E. - QA & QC

Mr. Erwin has been building valuable experience since 1986 in the design, implementation, and management of electrical power, control, automation, and instrumentation systems. He performs control system and electrical design engineering for water and wastewater treatment, collection, and distribution systems, focusing on instrumentation and control system design and control system programming. Mr. Erwin has hands-on familiarity with a variety of PLC and SCADA platforms. He gained his extensive experience not only as a consultant, but also as chief engineer and project manager for a systems integrator. With this background, he provides a viewpoint that emphasizes constructability and systems featuring maximum operator usability and efficiency.



## Jacqueline N. Okubo, P.E. – Project Engineer



Ms. Okubo is an electrical engineer with a wide variety of experience in instrumentation, controls, and electrical design development and construction coordination. Her experience includes fiber optic cable allocation, electrical load studies, and P&ID layouts and development, including coordination with process engineers. She has developed equipment layouts and panel elevations, electrical plans, lighting, and detailed control loop descriptions coordinated with field wiring and documentation modifications.

Ms. Okubo has developed design documents and prepared feasibility studies and reports for several water and wastewater projects and clients. Her background also includes construction inspections and observation on international development projects in Kenya.

## Maria M. Aguirre – Project Engineer

Ms. Aguirre, is an electrical designer with design experience in the areas of electrical power distribution, electrical industrial applications, control systems, and instrumentation. Her experience includes a variety of power systems and components and she is skilled at analysis and design of new systems; as well as troubleshooting and improvement of existing installations. Ms. Aguirre is proficient at identifying and solving problems such as harmonics, transients, and under voltages in existing systems, and she has a working understanding of the National Electrical Code. She has a variety of field troubleshooting and diagnostic experience, and is familiar with providing construction services during



TJC and Associates, Inc.

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City of Monterey On-Call Electrical Engineering Design Services Section 3 Project Team

Exhibit B

# Eileen A. Nakamura, P.E. - Staff Engineer



Ms. Nakamura is an electrical engineer with design experience in the areas of electrical power distribution, electrical industrial applications, control systems, and instrumentation. Her specific experience includes: designs of medium and low-voltage electrical distribution systems for water, wastewater, and industrial waste treatment facilities; plant instrumentation; and SCADA systems for in-plant and telemetry-based systems. She also has experience in construction services during facility startup for design-build projects.

# Lee G. Meyer – Staff Engineer

Mr. Meyer is an electrical designer with experience in electrical power and control systems engineering for the water and wastewater industry. He has performed the full scope of low-voltage (under 600 V) design including control panels, motor control centers, utility metering, transformers, switchboards, load centers, variable frequency drives, programmable logic controllers, and SCADA. His design experience also includes Ethernet and fiber optic networking, radio telemetry, and relay logic. Mr. Meyer is familiar with NEC, NFPA, ISA, UL508A and UL698A standards and has provided engineering support for drafting and production teams. He has provided construction management services, including preparing and reviewing engineering drawings, submittals, engineering change orders, and requests for information.



## **RESOURCE AVAILABILITY**

Upon receipt of the Request for Proposal for the On-Call Engineering Services, TJCAA reviewed existing contractual commitments and potential availability of the key project staff identified for this project. Based on the extended duration of the projects across a 24 month period and current workload forecast for the proposed staff, TJCAA is prepared and committed to meet the required project resource needs. For the specific critical staff, the level of committed and available time is presented below.

Personnel and Role	Resource Availability	Personnel and Role	Resource Availability	
	This Project: 2%		This Project: 5%	
Paul Glorsetto, P.E. Project Manager	Committed: 75%	Jacqueline Okubo, P.E. Project Engineer	Committed: 80%	
ан алан алан алан алан алан алан алан а	Available: 23%		Available: 15%	
Maria Aguirre,	This Project: 5%	Michael Erwin, P.E.	This Project: 2%	
Project Engineer	Committed: 70%	QA/QC	Committed: 80%	
	Available: 25%	ار الجمع الم	Available: 18%	

#### REFERENCES

The following project references all had design scopes with elements that match the general requirements of the City as described in the current RFP. These projects illustrate our experience with key electrical, control, instrumentation, and SCADA design elements that could be applicable to City projects. TJCAA encourages the City to contact our references to discuss our performance on their projects.

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TJC and Associates, Inc.



City of Monterey On-Call Electrical Engineering Design Services

# Section 3 Project Team

Client Peterence	Project				
Client Reference	AA was selected by Monterey Regional Water Pollution Control Agency				
proj con the City and	WPCA) to perform comprehensive short circuit, device evaluation, tective device coordination, and arc flash hazard evaluation studies to form with the latest NFPA 70E, <u>Electrical Safety in the Workplace</u> , for existing electrical systems at 10 MRWPCA-owned pump stations, 18 -owned and MRWPCA-operated wastewater lift stations, 5 City-owned MRWPCA-operated storm water lift stations, and 3 Monterey County ter Resources Agency-owned facilities.				
	rk under this project includes:				
Pollution Control Agency Arc Flash Studies - Presently in	Comprehensive electrical inventory with licensed electricians documenting condition, settings, and circuiting details.				
Design •	With the field data in hand, preparation of SKM PowerTools® models for analyzing existing equipment ratings, protection, device coordination, and arc flash levels.				
Engineering Manager 831-883-6172 jennifer@mrwpca.com	<ul> <li>Preparation of electrical system technical memorandum with summary arc flash hazard tables, PPE requirements, remediation recommendations, and probable cost estimate as required.</li> </ul>				
•	Development of revisions to the equipment settings to improve coordination as required by the NEC.				
	<ul> <li>Provision and installation of arc-flash labels required for individual electrical equipment based on OSHA and NFPA guidelines and the arc-flash hazard levels identified.</li> </ul>				
•	Arc flash training and materials for facility operations and maintenance staff and electrical personnel.				
בנד	ÄA Staff: PJG, MMA				
Abcana Industries, Inc.	client is moving its chemical bottling facility to a new location. The ting facility will be in operation for another six months and therefore limited room for improvements. A new 13,000 sq ft chemical facility sisting of a covered slab area for cleaning, processing; bottling and ling of chemicals, will be added to the new location which has an ting building.				
Facility - Presently in Design Spe	cific design elements included within the scope of work are defined				
Elizabeth C@abcanainductrios.com	Perform updated electrical load calculations and analysis of the existing power distribution system at the new facility to very sufficient available power for the connection of the new equipment.				
	Layout and design of the lighting and electrical distribution systems.				
•	Prepare Title 24 energy calculations and certificates of compliance.				
	AA Staff: PJG; JNO				
Contra Costa Water District prep	AA was selected by the District to perform as system integrator for rict SCADA projects assisting the District with development of panel requirements, system PLC programming (Modicon Unity), HMI graphic paration (Telvent and Wonderware), coordination with construction tractors, and development of as-built documentation. Work included				
System Integrator FY 14/15 SCA and FY 15/16 inclu I/O	DA related tasks on a variety of District capital improvement projects uding new chlorination boosters, storage tank upgrades, new wireless installation at sludge drying beds at the District's Randall-Bold WTP,				
Matthew Holt         new           925-688-8381         new           mhölt@ccwater.com         Biss	control system interface to replacement ozone destruct equipment, control system interface to the UPS system installed at the District to Lane Engineering Headquarters and other Capital Improvement ects.				
	AA Staff: MJE, PJG, JNO, LGM				

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# Appendix A: TJCAA Detailed Resumes



TJC and Associates, Inc. 1615 Broadway, 4<sup>th</sup> Floor Oakland, CA 94612 (510) 251-8980 www.tjcaa.com Exhibit B

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Education MBA, University of CA, Berkeley, 1988 MS, Electrical Engineering and Computer. Science; University of CA, Berkeley; 1980 BS, Electrical Engineering and Computer Science: University of CA, Berkeley; 1978

Professional Registrations Electrical: CA, WA, NV, HI, WY, CO, OR, AZ, ID, AK PE: UT, NM; WI, OH Control Systems: CA LEED Accredited Professional

Professional Memberships Institute of Electrical and Electronics Engineers Instrumentation, Systems, and Automation Society



# *Paul Giorsetto, P.E., LEED AP* Vice President

# Experience

Paul Giorsetto has more than 30 years of design experience in the areas of electrical power distribution, electrical industrial applications, control systems, and instrumentation. His specific experience includes electrical system modeling and planning; medium and low-voltage electrical distribution designs of water, wastewater and industrial waste treatment facilities; plant instrumentation; and SCADA systems for in-plant and telemetry-based systems. He also has significant experience in construction services, as a resident engineer and inspector, and during facility startup.

Mr. Glorsetto has been the electrical and/or discipline lead on numerous large water and wastewater design projects, and has been a project manager on stand-alone control system and electrical design projects having construction costs in excess of \$3 million. He has acted as project manager on several stand-alone electrical and instrumentation and controls (I&C) design-build projects.

- Cogeneration Electrical Improvements and Service Relocation Project; Dublin San Ramon Services District, Pleasanton CA; Project Engineer and TJCAA Project Manager. Performed preliminary and final design services for improvements to and expansion of the WWTP electrical distribution and cogeneration facility. This project relocated the WWTP existing 21-kV PG&E service, replaced existing cogeneration control/switchgear, and added a third cogeneration unit, resulting in a total internal generation capacity in excess of 2 MW. Project work included coordinating necessary facility improvements for power export capability to PG&E, new PG&E primary service, new networked engine-generator controls, and upgrades to several 480-V and 21-kV switchgear. TJCAA assisted the District with engineering services during construction.
- Rinconada Water Treatment Plant (WTP) Reliability 6 Improvement Project; Santa Clara Valley Water District; Los Gatos, CA; I&C and Electrical Discipline Lead. Oversaw the electrical engineering and control systems design work for the \$180 million water treatment plant modernization. This project incorporates capacity increases to raise plant output to 100 mgd and incorporates new ozone treatment trains, multiple new and retrofitted chemical systems, filters, and floc-sed basins. The design was developed to maintain the plant in operation throughout the estimated 5-year construction period. Design included new 12-kV distribution, arc flash protection strategies, a new 3-MW diesel standby generator, and new distributed motor control centers with smart motor starters and variable frequency drive (VFD) equipment. I&C design incorporated a new distributed programmable logic controller (PLC) architecture coordinated with construction phasing and new processes. Final design included over 400 electrical, instrumentation, and controls design drawings.

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- Residuals Management Project (RMP); Rinconada WTP, Santa Clara Valley Water District, Los Gatos, CA; I&C and Electrical Discipline Lead. TJCAA discipline task leader for I&C and electrical discipline designs for the RMP effort. The project included new solids handling processes including gravity thickeners, polymer chemical systems, centrifuges, supporting feed pump stations, and sludge conveyance systems. TJCAA prepared final design documents for project elements including a new 1,500-kVA unit substation, motor control centers, fiber optic cable allocations for control network and communication systems, new distributed (redundant) PLC, and lighting designs. The electrical design included provisions for future double-ended substation, smart motors starters and VFDs, and integration of supplier-furnished, packaged conveyor and centrifuge systems.
- Digester 1 and 2 and FOG Facility; City of Sunnyvale Water Pollution Control Plant, Sunnyvale, CA; Control System Engineer. Provided the I&C system design for rehabilitation of two existing digesters and a new fats, oils, and grease (FOG) disposal facility at the City of Sunnyvale's WWTP. Work included replacement of the existing OPTO 22-based control platform over to an existing Allen-Bradley based ControlLogix PLC.
- Graham Hill Water Treatment Plant Electrical Improvements Project; City of Santa Cruz Water Department, Santa Cruz, CA; Project Engineer and TJCAA Project Manager. Renovation, expansion, and improvements to the electrical distribution system at the City's main Graham Hill WTP. This project included verification and design validation to establish the conceptual approach. Final design for upgrades to the electrical system included a new utility 21-kV primary service, 480-V main-tie-main switchgear with source transfer logic, remote switchgear console for arc-flash considerations, 1,500-kW engine-generator set, and a dedicated electrical building.
- Arc Flash Implementation; Central Contra Costa Sanitation District, Martinez, CA; Project Manager. Prepared an arc flash implementation strategy for the District that included reviews of previous arc flash and electrical improvement studies, field verification of hazard mitigation techniques, development of standard criteria for arc flash hazard identification and field labeling, and preparation of a standardized facility graphic for communication of arc flash conditions to District electricians.
- Diemer WTP, Electrical System Reliability Analysis (Electrical Master Plan); Yorba Linda, CA. Performed reliability analysis of the existing 40-year-old electrical system at the Diemer WTP in Yorba Linda. This project included field investigations, review of existing documentation, and application of client's reliability criteria as it related to the electrical distribution system. This work also included development of a final report with recommendations for system improvements and for integrating the work with ongoing planning and design projects.
- Pacheco Pumping Plant ASD Replacement Project; Santa Clara Valley Water District, Santa Clara, CA; Lead Instrumentation Engineer, Project QA/QC, and TJCAA Project Manager. This project included replacement of 12 existing, 2,000-hp, 5-kV, wound-rotor motor speed controls with new PWM Adjustable Speed Drives. Work included analysis of drive technologies, review of prequalification and procurement delivery methods, control system interfaces to large drives, and modifications to the existing controls to support interim operation of parallel control systems for the multi-year construction cycle. TJCAA assisted SCVWD with engineering services during construction.





Education

BS, Electrical Engineering; San Diego State University; 1986

#### Professional Registration

Electrical: CA

#### Professional Memberships

Instrumentation, Systems, and Automation Society

American Water Works Association



# Michael J. Erwin, P.E. Principal

# Experience

Michael Erwin, who heads up TJCAA's Control Systems Programming group, has been building valuable experience since 1986 In the design, implementation, and management of electrical power, control, automation, and instrumentation systems. He performs electrical design engineering for water and wastewater treatment facilities, collection and distribution systems, and industrial facilities, focusing on instrumentation and control system design and programming. His specific experience includes development of power calculations, protective device coordination, equipment specification, instrument selection, and control panel fabrication design; design of SCADA systems for in-plant and telemetry-based systems; and programmable logic controller (PLC) programming.

Mr. Erwin has hands-on familiarity with a wide variety of PLC and SCADA hardware and software platforms, including Rockwell Automation, Schneider Electric, and GE Intelligent Platforms. He gained his extensive experience not only as a consultant, but also as chief engineer and project manager for a Northern California systems integrator. With this understanding of the water/wastewater, control system, and construction industries, he emphasizes constructability and focuses on systems that feature maximum operator usability and efficiency. His experience includes the following:

**Treatment Plant 2 PLC Upgrade Project; Alameda County Water District; Project Manager/Lead Programmer.** Treatment Plant 2 was built in 1993 and included four Modicon 984-785 PLC systems, three of which were hot-standby PLCs. Michael Erwin was one of the PLC programmers on the original 1993 project. The PLC upgrade project involved converting the original Modicon 984 PLC programs to the latest version of Schneider Electric's Unity software and testing and commissioning new Quantum Unity PLC systems to replace the existing PLCs. The programming work included development of new ACWD-defined function blocks, conversion of the LL984 ladder for plant control functions, and thoroughly benchtesting all aspects of the new program before installation and testing in the field.

Oro Loma Effluent Pump Station Control System Upgrade Project; East Bay Dischargers Authority, San Lorenzo, CA; Project Manager/Programmer. The Oro Loma Effluent Pump Station collects treated wastewater from Hayward, San Leandro, San Lorenzo, Castro Valley, and Union City and pumps the treated water through a dechlorination station and into San Francisco Bay. The pump station consists of two 350-hp electric pumps on variable frequency drives (VFDs) and two 1,200-hp diesel driven pumps, and has a pumping capacity of over 200 mgd. The first phase of the project involved development of a control system design package to replace three existing Automation Direct PLCs and two Woodward engine controllers with two Quantum Unity PLCs that provided parallel control to two pumps each. In the second phase of the project TJCAA developed the new Unity PLC control programs and

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# TJC and Associates, Inc.

configured the plant's existing Wonderware system to monitor the control of the pump station.

- Water Treatment Plant (WTP) PLC Upgrade Project; City of Benicia, CA; Project Manager/Programmer. The Main PLC at the City's WTP had become obsolete and difficult to maintain. In addition, multiple undocumented changes had been made over the past 15 years while the City's maintenance staff was keeping the system operating reliably. The project included field verifying and "as-building" the existing PLC control panel, developing a bid set of documents for replacement of the PLC control panel, and programming the new GE RX3i PLC to improve performance of some treatment processes and a fully documented PLC control program. Because the plant was in operation, the installation team had only 24 hours to remove the existing PLC panel, install the new panel, and bring the plant's primary processes back into operation. Not only was the installation completed on time, the plant was back in full automated operation within 32 hours of the initial plant shutdown.
- Rinconada WTP Reliability Improvement Project; Santa Clara Valley Water District; Los Gatos, CA; Lead I&C Engineer. Oversaw the electrical engineering and control systems design work for the \$180 million WTP modernization. This project incorporates capacity increases to raise plant output to 100 mgd and incorporates new ozone treatment trains, multiple new and retrofitted chemical systems, filters, and floc-sed basins. The design was developed to maintain the plant in operation throughout the estimated 5-year construction period. Design included new 12-kV distribution, arc flash protection strategies, a new 3-MW diesel standby generator, and new distributed motor control centers with smart motor starters and VFD equipment. I&C design incorporated a new distributed PLC architecture coordinated with construction phasing and new processes. Final design included over 400 electrical, instrumentation, and controls design drawings.
- Wastewater Treatment Plant (WWTP); City of Malibu, CA; I&C and Electrical Discipline Lead. Lead I&C and electrical engineer for new greenfield WWTP and collection system pump stations for City of Malibu. This project included new SCE service, secondary selective 480-V distribution for reliability, standby generation, and local motor controls. The I&C design incorporated distributed controls based on PLCs and integration of control platforms provided by process package suppliers.
- Montclair Lift Station; Inland Empire Utilities Agency, Chino Hills, CA; Lead I&C and Electrical Engineer. Design of an electrical system replacement, including distribution equipment, VFDs, and PLC control panel, with a new system using redundant ControlLogix PLCs. The project design required a phased installation sequence to maintain continuous operation during construction.

## **Publications and Presentations**

"Planning for the Replacement of Your Obsolete PLC System," American Water Works Association Water Education Seminar, August 2015.

"Diplomacy – Dealing with Customers, Owners, Engineers, and Vendors," presented quarterly at MCC Control Systems, 2004–2010.

"The Specifics – Reading, Understanding, and Implementing Specifications," presented quarterly at MCC Control Systems, 2004–2010.





#### Education

BS, Electrical Engineering; University of CA, Davis; 2012

Professional Registration

Electrical: CA

#### Professional Memberships

- Institute of Electrical and Electronics Engineers
- National Society of Black Engineers



# Jacqueline N. Okubo, P.E. Electrical Engineer

# Experience

**Jacqueline Okubo, P.E.** is an electrical engineer with a wide variety of experience in instrumentation and controls (I&C) and electrical design development and construction coordination. Her experience includes fiber optic cable allocation, electrical load studies, and piping and instrumentation diagram (P&ID) layouts and development, including coordination with process engineers. She has developed equipment layouts and panel elevations, electrical plans, lighting, and detailed control loop descriptions.

Ms. Okubo has developed design documents and prepared feasibility studies and reports for several water and wastewater projects and clients. Her background also includes construction inspections and observation on international development projects in Kenya.

- **Treatment Plant 2 Programmable Logic Controller (PLC) Upgrade Project; Alameda County Water District; Fremont, CA; Project Engineer.** Developed programming for an upgrade of the 21-mgd Water Treatment Plant (WTP) 2 PLC from an obsolete 984-series ProWorx PLC system to a modern Quantum Unity PLC system. Field-verified and updated PLC-related documentation including PLC wiring diagrams, system design narratives, and coordination spreadsheet. This project included programming and bench-testing the new system, which involved I/O testing, SCADA testing, and function testing.
- Wastewater Facilities Rehabilitation Project Phase 1; St. Helena Hospital; St. Helena, CA; Electrical Engineer. I&C and electrical project engineer for installation of headworks, lift station, and associated controls at a wastewater treatment plant (WWTP). This project includes electrical load, voltage drop, and electrical power distribution design, as well as the design of remote monitoring of the lift station pump controls to be incorporated into existing wireless communication.
- WWTP Electrical System Modeling; Dublin San Ramon Services District; Dublin, CA; Electrical Designer. Field-verified plant conditions (fuse sizes, relay settings, and equipment ratings), and made final updates to the WWTP electrical system model. Performed modeling and power system studies using SKM PowerTools©, culminating in updated load flow, short circuit coordination, and arc flash analyses. This project included recommending additional equipment to improve electrical safety and establishing requirements for operation of plant in island mode to determine the conceptual feasibility of participation in Demand Reduction Programs.
- Sobrante and USL WTP Electrical Studies, East Bay Municipal Utilities District, Oakland, CA. Electrical System Modeler.
   Performing electrical system modeling using SKM PowerTools© at two existing WTPs in the San Francisco Bay Area. This work is part of EBMUD's Ozone Replacement Project at these two sites. Performing modeling and simulations to address several issues of concern. Updating the existing facility's arc flash study to meet requirements

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## TJC and Associates, Inc.

of NFPA 70E, identifying potential methods to reduce arc flash hazards to category 2 or lower, and developing harmonic distortion models that can be used to mitigate power quality concerns related to the new ozone equipment.

- Rinconada WTP Reliability Improvement Project; Santa Clara Valley Water District; Los Gatos, CA; Electrical Designer. Performed electrical engineering and control systems design as part of a \$135-million water treatment plant modernization. Provided services including field investigation and load analysis. Facilitated coordination and tracking of over 400 electrical, instrumentation, and controls design drawings. This project involves demolition and phased expansion of an 80-mgd plant while maintaining plant operations.
- Electrical Reliability Study; Sewer Authority of Mid-Coastside (SAM); Half Moon Bay, CA; Electrical Designer. Prepared feasibility study for reliability improvements to the existing electrical distribution system at SAM's main WWTP, where existing electrical service and major electrical distribution equipment is in an area potentially subject to flooding, and is configured in a way that could result in a single point of failure of the electrical supply. Work included investigation of existing field conditions, site evaluations, development of alternatives, identification of new distribution strategies to eliminate single points of failure of the main service equipment, and preparation of a comprehensive report.
- Rinconada WTP Residuals Management Project; Santa Clara Valley Water District; Los Gatos, CA; Electrical Designer. Developed and assisted in the preparation of final design documents for project elements including fiber optic cable allocations for control network and communication systems, input/output (I/O) lists for programmable logic controllers, lighting designs, and conduit and cable schedules. Assisted in the preparation of detailed control loop descriptions for the control logic details incorporated into the design documents. Project included installation of new solids handling systems, including centrifuges, waste conveyor systems, gravity thickeners, and chemical coagulant feed systems at the main WTP serving the western service area of Santa Clara Valley Water District.
- Digester 1 and 2 and FOG Facility, Water Pollution Control Plant; City of Sunnyvale, CA; Electrical Designer. Assisted with the I&C system design for rehabilitation of two existing digesters and a new fats, oils, and grease (FOG) disposal facility at the City of Sunnyvale's WWTP. Work included transfer of the existing OPTO 22-based control platform over to an existing Allen-Bradley based ControlLogix programmable logic controller. Ms. Okubo prepared and maintained the design P&IDs and system architecture diagrams throughout the design process, coordinating with process engineers to maintain the drawings through the various revisions stages of the project. Her responsibilities also included coordinating the project electrical control requirements, including coordination with site wiring and motor control schematics with the I&C documentation.
- System Integrator Support; Contra Costa Water District; Concord, CA; Electrical Designer. This project included performing control system integration for a variety of design projects. System integration tasks included field verification and documentation of existing SCADA Remote Telemetry Unit (RTU) panels and development of necessary upgrades to support specific project design modifications. Ms. Okubo developed new panel internal elevations detailing the components and equipment required. Panel layouts included internal power and signal distribution, component mounting locations, device designations, and RTU I/O requirements. Specific work at the Randall-Bold WTP Sludge Lagoon facility included incorporation of wireless I/O in a new panel layout for routing process information to the plant's central control location.



#### Education

MS, Electrical Engineering; Wichita State University, Wichita, KS; 2013

BS, Electrical Engineering; Wichita State University; Wichita, KS; 2010

Memberships

Eta Kappa Nu

IEEE

# *Maria M. Aguirre* Electrical Designer

# Experience

Maria Aguirre is an electrical designer with design experience in the areas of electrical power distribution, electrical industrial applications, control systems, and instrumentation. Her experience includes a variety of power systems and components and she is skilled at analysis and design of new systems, as well as troubleshooting and improvement of existing installations. Ms. Aguirre is proficient at identifying and solving problems such as harmonics, transients, and undervoltages in existing systems, and she has a working understanding of National Electrical Code. She has a variety of field troubleshooting and diagnostic experience, and is familiar with providing construction services during start-up.

Cucamonga Valley Water District, Electrical Renovations of Reservoirs 5 and 5B Booster Pump Stations; Rancho Cucamonga, CA; Electrical Designer. Designed new electrical service, transfer switch, and motor control equipment for two existing pump stations being upgraded by CVWD. Existing electrical equipment was 30-40 years old and had reached the end of its useful life. Design approach included series connection of switchboard and circuit breaker style transfer switches to eliminate operator exposure to high arc flash hazards.

**City of Mailbu Wastewater Treatment Plant and Recycled Water Facility; Malibu, CA; Designer.** Designing installation of explosion-proof equipment for injection wells, and power plants for the pump station and injection wells. Preparing singleline diagrams and sizing breakers, wires, and conduit. Preparing conduit schedule. This project includes all electrical, instrumentation, and controls for the wastewater treatment plant, collection facilities; and recycled water injection system, as well as coordination with the utility for power use.

Residuals Management Project; Santa Clara Valley Water District; Los Gatos, CA; Designer. Providing engineering services during construction of sludge handling facility improvements at the Rinconada Water Treatment Plant. Performing shop drawing reviews, responding to Contactor requests for information, and coordinating field changes.

 Rinconada Water Treatment Plant Reliability Improvement Project; Santa Clara Valley Water District; Los Gatos, CA; Designer. Performing electrical engineering and control systems design as part of a \$135-million water treatment plant modernization. Providing services including field investigation and load analysis. This project involves demolition and phased expansion of an 80-migd plant while maintaining plant operations.

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Recycled Water Pump Station; Pajaro Valley Water Management Agency (PVWMA); Watsonville, CA; Designer. Performing electrical engineering services as part of the PVWMA's Watsonville Area Water Recycling Project. This project is a partnership between the PVWMA and the City of Watsonville, and is being implemented to help the area meet its long-term regional water needs. This project includes analysis and design for pumping facility expansion associated with the Watsonville Recycled Water Treatment Facility.

# January 2014 to July 2014

# **NuStar Energy - Electrical Engineer**

- Performed engineering functions in the development, design, and execution of capital and maintenance of electrical instrumentation and control (EIC) projects.
- Supervised the electrical aspect of projects, single-line diagrams, switchgear layouts, and site plan designs.
- Managed multiple projects simultaneously.

# August 2011 to January 2014

# Spirit AeroSystems - Power Distribution Engineer/Electrical Plant Engineer

- Supervised the power and energy monitoring system.
- Performed continuous research of undervoltage mitigation in the power system.
- Recommended solutions for power quality problems such as harmonics, transients, and undervoltages.
- Developed calculations, designs, and analysis for the installation of capacitors.
- Performed analysis to improve the power factor in the facility to prevent utility company monetary penalties.
- Developed and updated specifications, design criteria, and design standards.
- Engineered and designed in-house electrical installations including machines, buildings, and lighting.

# Proficiencies

- Software: ETAP, Catia V5, c, Power Logic, Flukeview Power Quality Analyzer, Windmill, Power World, Arduino, SPICE, Visio, Minitab, Matlab, and AutoCAD.
- Programming: C, C++, Visual Basic
- Communication: Fluent in written and spoken Spanish

# Specialized Training and Educational Certifications

- AutoCAD Certificate of Completion
- ETAP 115, Power Systems Engineer 1
- National Electrical Code Essentials
- Hazardous (Classified) Locations
- Illumination Engineering Society of North America Certificate





#### Education

BS, Electrical Engineering; California Polytechnic State University San Luis Obispo; 1994

Professional Registration

Electrical in CA

# Eileen A. Nakamura, P.E. Electrical Engineer

# Experience

Elleen Nakamura is an electrical engineer with design experience in the areas of electrical power distribution, electrical industrial applications, control systems, and instrumentation. Her specific experience includes design of medium and low-voltage electrical distribution systems for water, wastewater, and industrial waste treatment facilities; plant instrumentation; and SCADA systems for in-plant and telemetry-based systems. She also has experience in construction services during facility startup for design-build projects.

- Storm Drain Pump Station Project; The Cannery, City of Davis, CA; Electrical Designer. Performed electrical and instrumentation and control (I&C) system design for a new pump station. The project involved power distribution equipment design, lighting design, control panel design and integration with the City's SCADA system. Provided plans, specifications, and engineering support during construction services.
- Agricultural Well Project; The Cannery, City of Davis, CA; Electrical Designer. Performed electrical and I&C system design for a new well site. The project involved power distribution equipment design, lighting design, control panel design and integration with the City's SCADA system. Provided plans, specifications, and engineering support during construction services.
- Rehabilitation of Anaerobic Digesters No. 1 and No. 2 and Improvements to No. 3 Project; Water Pollution Control Plant; Sunnyvale, CA; Electrical Designer. Performed control system design as part of the plant upgrade. The project involved connecting existing I/O points to a new control panel. Provided specification development, and programmable logic controller (PLC) remote I/O control and instrumentation schedules.
- **Rinconada Water Treatment Plant (WTP) Reliability Improvement Project; Santa Clara Valley Water District; Los Gatos, CA; Electrical Designer**. Performed electrical engineering and control systems design as part of a \$135 million WTP modernization. Provided services including electrical design of motor control schematics, circuiting, specification development, and I/O and instrumentation schedules. This project involves demolition and phased expansion of an 80-mgd plant while maintaining plant operations.
- **Residuals Management Project; Rinconada WTP, Santa Clara Valley Water District, San Jose, CA; Electrical Designer.** Assisted in the preparation of final design documents for project elements including design drawings, specifications, schedules, and QA/QC verification. Assisted in the preparation of detailed control loop descriptions for the control logic details incorporated into the design documents. This project included installation of new solids handling systems, including centrifuges, waste conveyor systems,

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gravity thickeners, and chemical coagulant feed systems at the main WTP serving the western service area for the District.

- Wastewater Treatment Plant; City of Malibu, CA; Electrical Designer. Design and engineering support for construction services for wastewater treatment plant and collection system pump stations for City of Malibu. This project includes new SCE service, secondary selective 480-V distribution for reliability, standby generation, and local motor controls. The I&C design incorporates distributed controls based on PLCs and integration of control platforms provided by process package suppliers.
- Diemer WTP, Electrical Power and Reliability Improvements, Preliminary Design; Metropolitan Water District (MWD), Yorba Linda, CA; Staff Engineer. Performed load analysis and evaluation of the original (1960 vintage) electrical distribution system. The intent of this study was to determine an approach for reallocation of existing loads to a split bus unit substation configuration matching current MWD standards. The goal of the upgrades was to improve plant reliability by removing single points of failure within the existing distribution system.
- Pump Stations for Zones 2 and 3 Renovation Project; Dublin San Ramon Services District, Pleasanton, CA; Staff Engineer. Performed construction support services for electrical, I&C, and mechanical renovations at six drinking water pump stations. This work included review of I&C and electrical shop drawings and responding to contractor-generated field requests for Information. I&C shop drawing review included verification of conformance with DSRSD standard system integration requirements.
- Groundwater Replenishment System; Orange County Water District, Fountain Valley, CA. Completed electrical power system modeling studies. These studies included short circuit, load flow, coordination, and harmonic analyses. Electrical aspects of the project included a new 66-kV substation, 12-kV in-plant distribution, and large-scale variable frequency drives.
- Wainut Creek WTP Upgrades; East Bay Municipal Utility District, Wainut Creek, CA; Project Engineer for Operations and Filter Facilities. Developed project tracking system for the extended design team to manage budget and schedule. Designed electrical elements for plant expansion, including medium and low-voltage plant distribution and facility/building electrical designs.
- West Basin Water Recycling Plant Expansion; West Basin Municipal Water District, El Segundo, CA. Completed electrical system design for design-build project. This project included plant expansion of reverse osmosis and high-pressure boiler feed clearwell. Electrical aspects of the project included 12-kV in-plant distribution and large-scale variable frequency drives. Provided support during construction.
- Sunoi Valley WTP Upgrades; San Francisco Public Utilities Commission, Sunoi, CA. Completed preliminary analysis and summary technical memorandum for recommended electrical system upgrades. Completed electrical final design for filter areas and renovated operations building.
- Glendale Groundwater Treatment Plant; Glendale Respondents Group, Glendale, CA: Developed PLC and SCADA system software programming for controlling the WTP and eight wellhead sites. This design-build project included procurement of all I&C system devices, fabrication of the control panels, applications engineering, integration, factory testing, field calibration and startup. Performed factory testing and field checkout, trained system operators, and developed Operations and Maintenance Manuals for new system as part of plant startup.



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- Sparks Denitrification Project; Vista Canyon Group, Reno, NV. Completed a plant upgrade of the control system including PLC programming and SCADA configuration. This design-build project included integrating a new PLC and adding new SCADA monitoring screens to the existing system. Provided field support, startup, and training through project completion.
- Fresno Sanitary Landfill Groundwater Remediation Project; City of Fresno, CA; Electrical and Instrumentation Design Engineer. Completed electrical and I&C design of a groundwater treatment plant for monitoring and testing at the Fresno Sanitary Landfill. The design included extraction wells and maintained compliance with the requirements of the Environmental Protection Agency and The City of Fresno. Provided construction support services through project completion.



Education

BS, Materials Science and Engineering; University of CA, Los Angeles; 2014

Professional Registration

EIT No. 154234: 2014

#### Professional Memberships

Institute of Electrical and Electronics Engineers



# *Lee G. Meyer* Electrical Designer

# Experience

**Lee Meyer** is an electrical designer with experience in electrical power and control systems engineering for the water and wastewater industry. He has performed the full scope of low-voltage (under 600 V) design including control panels, motor control centers, utility metering, transformers, switchboards, load centers, variable frequency drives, programmable logic controllers, and SCADA. His design experience also includes Ethernet and fiber optic networking, radio telemetry, and relay logic.

Mr. Meyer is familiar with NEC, NFPA, ISA, UL508A and UL698A standards and has provided engineering support for drafting and production teams. He has provided construction management services, including preparing and reviewing engineering drawings, submittals, engineering change orders, and requests for information.

His specific experience includes the following:

- Treatment Plant 2 Programmable Logic Controller (PLC) Upgrade Project; Alameda County Water District; Fremont, CA; Control Systems Programmer. Developed programming for an upgrade of the 21-mgd Water Treatment Plant (WTP) 2 PLC from an obsolete 984-series ProWorx PLC system to a modern Quantum Unity PLC system. Performed programming and bench-testing the new system, which involved I/O testing, SCADA testing, and function testing. This project also included field-verification and maintenance of PLC-related as-built documentation including PLC wiring diagrams, system design narratives, and coordination spreadsheet.
- Rinconada WTP Reliability Improvement Project; Santa Clara Valley Water District; Los Gatos, CA; Electrical Designer.
   Performed electrical engineering and control systems design as part of a \$135-million water treatment plant modernization. Performed a change order design for converting all PLCs and instrumentation from 120 V AC to 24 V DC. This project involves demolition and phased expansion of an 80-mgd plant while maintaining plant operations.

His previous experience at MCC Control Systems includes the following:

- Wastewater Treatment Plant (WWTP) Expansion & Upgrade Project; City of Redding, CA; Electrical Designer. Performed electrical power and controls design of multiple motor control centers, transformers, load centers, PLC control panels, and local control panels for a WWTP capacity expansion. Developed loop diagrams per ISA S5.4 standards and developed interconnection diagrams. Supported production and CAD drafting teams during fabrication.
- Thermal Energy Storage PLC Upgrade Project; University of California - Davis; Davis, CA; Electrical Designer. Facilitated thermal energy storage control system upgrade from Siemens Apogee I/O banks to Allen-Bradley ControlLogix system. Performed field investigation to document existing system, developed interconnection check and diagrams, created I/O list and PLC rack design.

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# Schedule of Hourly Rates and Costs

# TJC AND ASSOCIATES, INC.

Engineer         2010 $1 \pm 001$ 2018           Level 10 (E10)         \$ 229,00         \$ 244,00         \$ 259,00           Level 8 (E8)         \$ 209,00         \$ 2221,00         \$ 246,00           Level 7 (F7)         \$ 199,00         \$ 2221,00         \$ 223,00           Level 6 (E6)         \$ 189,00         \$ 197,00         \$ 205,00           Level 3 (E5)         \$ 179,00         \$ 185,00         \$ 192,00           Level 3 (E2)         \$ 167,00         \$ 185,00         \$ 192,00           Level 3 (E3)         \$ 150,00         \$ 155,00         \$ 192,00           Level 3 (E3)         \$ 150,00         \$ 137,00         \$ 141,00           Level 7 (C7)         \$ 164,00         \$ 169,00         \$ 174,00           Level 7 (C7)         \$ 164,00         \$ 169,00         \$ 132,00           Level 7 (C7)         \$ 164,00         \$ 169,00         \$ 132,00           Level 4 (C4)         \$ 119,00         \$ 123,00         \$ 136,00           Level 4 (C4)         \$ 119,00         \$ 123,00         \$ 136,00           Level 5 (C5)         \$ 142,00         \$ 142,00         \$ 136,00           Level 4 (C4)         \$ 119,00         \$ 123,00         \$ 136,00           <	Labor		2016		2017		2018
Level 9 (E9)       \$ 219.00       \$ 232.00       \$ 246.00         Level 7 (E7)       \$ 199.00       \$ 222.00       \$ 222.00         Level 7 (E7)       \$ 199.00       \$ 209.00       \$ 221.00         Level 6 (E6)       \$ 189.00       \$ 197.00       \$ 205.00         Level 5 (E5)       \$ 179.00       \$ 185.00       \$ 192.00         Level 4 (E4)       \$ 167.00       \$ 172.00       \$ 177.00         Level 3 (E3)       \$ 150.00       \$ 137.00       \$ 141.00         Level 4 (E4)       \$ 164.00       \$ 120.00       \$ 123.00         Level 5 (C5)       \$ 128.00       \$ 123.00       \$ 132.00         Level 5 (C5)       \$ 128.00       \$ 123.00       \$ 132.00         Level 5 (C5)       \$ 128.00       \$ 123.00       \$ 136.00         Level 5 (C5)       \$ 128.00       \$ 122.00       \$ 136.00         Level 5 (C5)       \$ 128.00       \$ 122.00       \$ 136.00         Level 6 (A6)       \$ 103.00       \$ 106.00       \$ 109.00         Level 7 (C7)       \$ 164.00       \$ 122.00       \$ 136.00         Level 6 (A6)       \$ 103.00       \$ 106.00       \$ 126.00         Level 9 (A9)       \$ 173.00       \$ 178.00       \$ 126.00	Engineer						2016
Level 9 (E9)       \$ 219.00       \$ 232.00       \$ 246.00         Level 8 (E8)       \$ 209.00       \$ 221.00       \$ 232.00         Level 7 (E7)       \$ 199.00       \$ 209.00       \$ 222.00         Level 5 (E5)       \$ 177.00       \$ 205.00       \$ 205.00         Level 4 (E4)       \$ 167.00       \$ 185.00       \$ 192.00         Level 3 (E3)       \$ 150.00       \$ 155.00       \$ 137.00         Level 2 (E2)       \$ 133.00       \$ 137.00       \$ 123.00         Level 7 (C7)       \$ 164.00       \$ 169.00       \$ 174.00         Level 7 (C7)       \$ 164.00       \$ 169.00       \$ 174.00         Level 7 (C7)       \$ 164.00       \$ 169.00       \$ 174.00         Level 5 (C5)       \$ 128.00       \$ 132.00       \$ 136.00         Level 5 (C5)       \$ 128.00       \$ 132.00       \$ 136.00         Level 5 (C2)       \$ 85.00       \$ 109.00       \$ 136.00         Level 2 (C2)       \$ 85.00       \$ 70.00       \$ 136.00         Level 2 (C2)       \$ 85.00       \$ 70.00       \$ 184.00         Level 10 (A10)       \$ 206.00       \$ 212.00       \$ 219.00         Level 9 (A9)       \$ 173.00       \$ 178.00       \$ 184.00	Level 10 (E10)	\$	229.00	¢	244 00		259.00
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Drafting         Image: Constraint of the constrain	Lével 1 (E1)					<b>P</b>	•
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	materials/Other Expenses:	Cost					

#### <u>Notes</u>

1. All hourly rates and costs are subject to change without notice.

2. Schedule shall be subject to adjustments annually to reflect current staff salaries and escalation.



# Section 3 Project Team

Exhibit D

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# Section 3: Project Team

# PROJECT TEAM

TJC and Associates, Inc. (TJCAA) has assembled a team of design professionals with proven experience designing projects similar to those described in the RFP. TJCAA is committed to allocating these resources throughout the life of the project. The following organization chart presents our proposed project team and relationships.

Detailed resumes for the project team members are included in Appendix A to these qualifications and the resources shown below are all available to be assigned to this project through all phases of assessment, design, and construction, as needed. Please also refer to Sections 1 and 2 for experience of the management team and technical expertise.



# **Electrical Engineering Team Organization Chart**

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TJC and Associates, Inc.

CAO

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