


AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on February 13, 2018 by and between the City of St. Helena, located in the County of Napa, State of California (City), and ~~Glenmount Solutions (Consultant)~~. *Glenmount Global Solutions (Consultant)*. 

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Provide and Install Bell Canyon SCADA Enhancements.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, “Scope of Services”** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or **Exhibit A, “Scope of Services”**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Exhibit A, “Scope of Services”**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit B, “Compensation”**, attached hereto and made a part hereof. The hourly rate for services will be between \$130 and \$165. Total compensation shall not exceed \$167,750, unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the

invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance.

D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.

G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

J. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor ("design professional"), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the

liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence or willful acts or misconduct.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST

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

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the

sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 18 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager
1480 Main Street
St. Helena, California 94574

To Consultant: Thomas Johnson
Glenmount Global Solutions, Inc.
630 Airpark Road, Suite G
Napa, CA 94558

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 19 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 20 – ATTORNEY FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 23 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

SECTION 24 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 27 – SEVERABILITY


If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

By: 
Name: Thomas Johnson
Title: Executive Vice President – Western Region

City:

By: 
Name: Mark Prestwich
Title: City Manager

Approved as to Form:

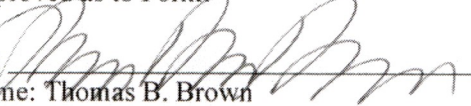
By: 
Name: Thomas B. Brown
Title: City Attorney

Exhibit A
“Scope of Services”

FIXED PRICE PROPOSAL

In Reference Cite: AIS20445Q

December 21, 2017

O'Connor Environmental, Inc
447 Hudson Street
Healdsburg, CA 95448

Attention: Matt O'Conner

Subject: Proposal to Provide and Install Bell Canyon SCADA Enhancements

Dear Matt,

Glenmount Global Solutions is pleased to present the following revised proposal per the scope of work outlined below:

Project Description

This project consists of construction of a stormwater flow diversion system including (but not limited to) a pump station and SCADA System.

Glenmount Global Solutions involvement in this project is as a Instrumentation and Control System Supplier providing engineering services, product and shop drawing submittals, fabrication and supply of control panels, supply of instrumentation, Operation and Maintenance manuals, Test plans and procedures, Factory Acceptance Tests, Training plans, Training, Field Tests, Startup and Commissioning, as follows:

1. Provide and install instrumentation and communication equipment to measure the stream level at Site B1 (as identified by previous surveys and confirmed by Matt O'Conner) and transmit the stream level back to the Louis Stralla Water Treatment Plant. Display this information on the LSWTP SCADA Operator workstation and store this information for historical trending and reporting purposes.
2. Provide and install instrumentation and communication equipment to measure the level of the Bell Canyon Reservoir at the dam face and transmit the reservoir level back to the Louis Stralla Water Treatment Plant. Display this information on the LSWTP SCADA Operator workstation and store this information for historical trending and reporting purposes.
3. Modify existing instrumentation (Low-flow Release, 10" Flow meter and Influent, 24" Flow meter) at the Bell Canyon Reservoir Valve House and transmit the low-flow release flow rate and Influent flow rate back to the Louis Stralla Water Treatment Plant. Display this information on the LSWTP SCADA Operator workstation and store this information for historical trending and reporting purposes.
4. Modify existing instrumentation (LSWTP Low Flow Release 10" Cone Valve Controller) at the Bell Canyon Reservoir Valve House to allow for remote opening and closing of the 10" Cone Valve and monitoring of the valve position at the Louis Stralla Water Treatment Plant. Display this

information on the LSWTP SCADA Operator workstation and store this information for historical trending and reporting purposes.

The five instruments (plus battery voltage) to be integrated into the LSWTP SCADA System and their respective signals are identified in the table below:

Location	Signal	Measurement
Site B1 – Upper Bell Creek	Stream Level (0.1-10.0 ft)	0-5Vdc or (4-20Ma)
Site B1 – Upper Bell Creek	Battery Voltage	0-30 Vdc
Bell Canyon Dam	Reservoir Level (0-100 ft)	0-5Vdc or (4-20Ma)
Valve House at Bell Canyon Reservoir	Low-flow Release Flow(10" Mag Meter)	4-20 ma
Valve House at Bell Canyon Reservoir	LSWTP Influent Flow (24" Mag Meter)	4-20 ma
Valve House at Bell Canyon Reservoir	Low Flow Bypass Valve Control and Monitoring	4-20Ma (0-100%) Hand-Off-Auto Open and Close



Presented below are the GPS coordinates for the locations being upgraded under this proposal:

Location	Latitude	Longitude
LSWTP Office	38° 33' 15.30" N	122° 29' 10.90" W
Tank 2	38° 33' 16.30" N	122° 29' 06.10" W
Top of Dam (Levee)	38° 33' 18.00" N	122° 28' 59.40" W
Valve House	38° 33' 14.90" N	122° 28' 58.60" W
Site B1	38° 33' 48.80" N	122° 28' 59.20" W

We propose the use of a pair of remote I/O radios (900 MHz Frequency Hopping Spread Spectrum) to transmit the Primary Tributary stream level to the remote Ethernet I/O located on the top of the levee. The antennas for these radios will be mounted a minimum of 30' above ground level. A solar powered submersible level transducer will be installed in a stilling well running down the face of the dam to the bottom of the reservoir. The reservoir level signal will be wired to the remote Ethernet I/O located on top of the levee. The flow signals from the two magnetic flow meters will be hard wired to a data concentrating RTU in the Valve House. The 10" Bypass Valve analog position feedback, HAND/OFF/AUTO discrete inputs and OPEN / CLOSE discrete outputs will be hard wired to the data concentrating RTU in the Valve House. It is assumed that a source of electrical power (110Vac) can be obtained from the Valve House.

The Data Concentrating RTU in the Valve House will communicate with the LSWTP using a remote Ethernet radio repeating through a remote Ethernet radio on the dam levee and a remote Ethernet radio mounted on Tank 2. Information gathered by the remote Ethernet I/O on the dam levee will be polled by the WonderWare SCADA System using the remote Ethernet radios at the dam levee and Tank 2.

SCOPE OF SUPPLY:

Bell Canyon Creek Site; Bell Creek RTU Panel and Field Equipment

- NEMA 4/4X enclosure (fiberglass) housing with padlocking provision.
- Remote I/O Radio (Slave) Non-licensed 902-928MHz
- Radio Lightning Surge Arrestor.
- DC Control distribution and termination interface wiring.
- Charge Controller, and Battery (80 AH).
- Photo Voltaic Array (Solar Panel) (45 Watt, 12 Volt), and associated pipe mounting hardware
- Submersible Level Transducer Vent Assembly, capable of measuring 0-10' with 100' of cable (accuracy is 0.05%; Range 0-10', accuracy = 0.06").
- 30' high antenna pole (Wood Utility Pole) with mast extension for mounting a 6dBd YAGI directional antenna installed close to the marked Alder tree.
- Electrical Installation of Panels, Solar panels, Antenna mast and associated labor, conduit and cable are included.
- Field Startup and commissioning testing.

Bell Canyon Dam RTU Panel and Field Equipment

- NEMA 4/4X enclosure (fiberglass) housing with padlocking provision
- Remote I/O Radio (Master) Non-licensed 902-928MHz
- Remote Ethernet Radio, Non-licensed 902-928MHz
- Radio Lightning Surge Arrestor (Qty 2)
- Ethernet I/O expansion module for Analog Inputs (Stream Level, Stream Level Radio Battery Voltage, Reservoir Level, Reservoir Level Radio Battery Voltage)
- DC Power Supply for loop powering analog signal
- DC Control distribution and termination interface wiring
- Charge Controller, and Battery (80 AH).
- Photo Voltaic Array (Solar Panel) (200 Watt, 12 Volt), and associated pipe mounting hardware
- Submersible Level Transducer Vent Assembly, capable of measuring 0-100' with 200' of cable (accuracy is 0.05%; Range 0-100', accuracy = 0.06").
- 2" SCH 80 PVC piping (100 ft) for locating and submerging reservoir level transducer
- 30' high antenna pole (2" GRC) with one 6 dBd YAGI antenna and one 6dBd OMNI antenna
- Electrical Installation of Panels, Solar panels, Antenna mast and associated labor, conduit and cable are included.
- Field Startup and commissioning testing.

Valve House RTU Panel and Field Equipment

- NEMA 12 enclosure housing with padlocking provision
- Remote Ethernet radio, Non-licensed 902-928MHz
- Radio Lightning Surge Arrestor
- Ethernet enabled Data Concentrating RTU for Analog Inputs (Valve Position; Spillway flow; Influent flow), Discrete inputs (Valve Position feedback ; HOA mode status), and Discrete Outputs (Valve Control)
 - Monitor and control Existing Pratt Bypass Control Valve utilizing existing integrated signals from valve controls. (4-20Ma) signal for valve control and position (NOTE: Valve position control may be discrete outputs or analog output), Discrete signals for "HAND-OFF-AUTO" control for providing local override control as well as future automated control based on existing Bypass Flow meter GPM. Control Strategy development is not included.
 - Monitor Influent for Flow Meter (24" Mag) (4-20Ma) Signal located within the Valve House.
 - Monitor Low-flow bypass flow meter (10" Mag) (4-20mA) signal located within the Valve House.
- DC Power Supply for loop powering analog signals
- AC and DC Control distribution and termination interface wiring
- 20' high antenna pole (2" GRC) with one 6 dBd Yagi antenna mounted to existing Valve House roof edging.
- Electrical Installation of Panels, Antenna mast and associated labor, conduit and cable is included.
- Field Startup and commissioning testing.

Tank 2

- NEMA 4X enclosure housing an Ethernet radio and power supply.
- 10' high antenna pole (1" rigid conduit) for mounting on top of tank with 6 dBd OMNI antenna.
- Electrical Installation of Panel, Antenna mast and associated labor, conduit and cable is included.
- Field Startup and commissioning testing.

LSWTP Main Plant RTU Field Equipment

- NEMA 12 enclosure housing with padlocking provision
- Remote Ethernet radio Non-licensed 902-928MHz
- Ethernet communication cable (25ft.) to connect to existing router
- Radio Lightning Surge Arrestor
- AC and DC Control distribution and termination interface wiring
- 20' high antenna pole (2" GRC) with one 6 dBd Yagi antenna mounted to existing main plant roof edging.
- Provide Novalynx Tipping Bucket Rain Gauge with Pulse Output
- Electrical Installation of Tipping Bucket Rain Gauge in the vicinity of the Operations Building and associated labor, conduit and cable is included.
- Provide Novalynx Evaporation Gauge with 4-20mA signal output
- Installation of Evaporation Gauge to existing Evaporation Pan and Electrical installation of 350 feet of conduit and signal wiring from Evaporation Gauge to Operations Building MicroLogix 1100 (1 Analog Input Module and 1 Discrete Input Module will be provided and installed to accept the new signals.
- Field Startup and commissioning testing.
- Electrical Installation of Panels, Antenna mast and associated labor, conduit and cable is included.
- Field Startup and commissioning testing.

Bell Canyon RTU Upgrade Hardware Design

- Design hardware and electrical controls for RTU panels.
- Design Electrical field termination to and from new RTU site panels.
- Document drawing package for Panel and electrical installation AS BUILTS.
- Prepare and document UFT test documents.
- Prepare and document FAT Documents.
- Coordination with District will be required for providing authorization for final site installation locations and proposed design configuration for the Bell Canyon Creek Stream Level measuring location and access to proposed site

LSWTP Main Plant SCADA Software Development Upgrade

- Existing WonderWare InTouch SCADA system will be re-programmed for polling data over the Local Area Network utilizing the proposed Ethernet radios to communicate with each site and associated signals.
- Update and create screen to include graphic display for site monitoring and Bypass Discharge Valve control.
 - Bypass Valve Open/ Close Status (0-100%)
 - Bypass Valve Controller Status (Hand/Off/Auto)
 - Bypass Valve Controller Output (Open/Close)

- Low flow Bypass Flow Meter (0-3000 GPM)
- Influent Flow Meter (0-4500 GPM)
- Reservoir Level (0-100 ft.)
- Bell Canyon Creek Level (0-10ft.)
- Solar Site Battery Voltages (0-30 Vdc)
- Provide WonderWare Enterprise Historian software (installed on an industrial computer) and one Historian Client License.
- Configure the Historian to archive the signals being acquired (Stream Level, Reservoir Level, Bypass Valve Discharge Flow, Influent Flow, and Battery Voltage Levels for Solar Sites)
- Coordination with District will be required for providing final ranges, set-points and control parameters along with coordinating and scheduling for SCADA development and testing at plant site.

Total Investment, including Sales Tax	\$167,750.00
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Submittals:

This proposal includes only the equipment and services listed. For the equipment listed above, we offer the following submittal documents:

Engineering Documentation:

- Product Data
- Panel hardware drawings
- HMI/SCADA Screen Updates
- Field Testing Validation Sign-off Forms

Warranty

Warranty is provided for 1 year after installation and test validation conducted by GGS. Warranty covers only the associated system that GGS is upgrading in this proposal. Defective material hardware is for replacement only and covered under the product manufacturer's standard warranty.

Spare Parts

None. GGS can provide a separate cost for providing spare hardware equipment for customer's maintenance use.

Training

- Maintenance Training: (1 day) of training will be provided for the hardware GGS intends to provide as well as general operating and maintenance of panel systems and instrumentation.
- Wonderware Historian training: (2) days of training

Documentation Final

GGS will provide electronic (PDF) and hard copies of all drawings. In addition, the documentation includes manuals to cover operation and maintenance for hardware equipment provided and all field test documents conducted during project final completion.

Delivery, Storage and Shipping

Shipment of equipment from GGS/Napa to project site is included.



Please feel free to contact me should you have any questions or need additional information.

Proposal Expiration

Proposal expires 30 days from date of transmittal

NOTE: This Proposal is valid for 30 days from the delivery date to customer. If this proposal is not accepted and a PO not received by Glenmount within those 30 days, Glenmount may elect or not elect to extend the proposed performance of said services covered by this proposal. Within or beyond the 30-day window the terms of the quotation will apply.

Sincerely,

A handwritten signature in black ink that reads "Thomas B. Johnson". The signature is written in a cursive style.

Thomas Johnson

**Executive Vice President – Western Region
Glenmount Global Solutions**

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Exhibit B
“Compensation”

The hourly rate for services will be between \$130 and \$165.