

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on April 10, 2018 by and between the City of St. Helena, located in the County of Napa, State of California (City), and WRECO (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Crinella Pump Station Upgrade Project, Project No. S18-71.

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. Total compensation shall not exceed One hundred sixty-four thousand five hundred dollars (\$164,500), 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: WRECO
1243 Alpine Road, Suite 108
Walnut Creek, CA. 94596

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: HAN-BIN LIANG
Title: PRESIDENT

City:

By: 
Name: Mark T. Prestwich
Title: City Manager

Approved as to Form:

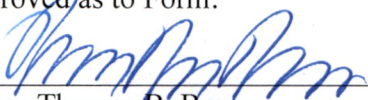
By: 
Name: Thomas B. Brown
Title: City Attorney

EXHIBIT A

CRINELLA PUMP STATION UPGRADE SCOPE OF SERVICES

Task 1 Project Management and Meetings

The Consultant will provide an agenda and attend a Project kickoff meeting and up to four (4) coordination meetings associated with the Lift Station Assessment Report. The Consultant will also participate in up to six (6) conference calls with City of St. Helena (City) staff. On a monthly basis, the Consultant will provide the City with invoices and progress reports for the Project. The Consultant anticipates the work will be completed 7 months from the Project kick-off meeting to final submission of the plans, specifications, and estimates (PS&E) bid set, allowing for a 3-week turnaround for comments from the City staff. The Consultant Team will save approximately 6 months of time from the proposed schedule in the request for proposals.

Deliverables:

- *Monthly Invoices and Progress Reports*

Task 2 Data Review

The Consultant Team will review available data, including previous studies, provided by the City. Consultant has already reviewed the new 6-inch force main plan set and will use the geometry of both this new line and the bypass 4-inch line in its analysis of the routine and emergency operations for Crinella. The Consultant will prepare an Existing Systems Memorandum summarizing findings in the data review process.

Deliverables:

- *Existing Systems Memorandum*

Task 3 Field Reconnaissance

The Consultant Team will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site. Most of the existing switchgear has been affected by the persistently high levels of hydrogen sulfide fumes within the pump station housing. New switchgear with sealed panels will be recommended for the upgraded controls. Current features such as holes in the wall of the pump station building to access extension cords and power conduits will be replaced with proper electrical connections and receptacles. The Consultant Team will also investigate the service drop for proper sizing and coordinate SCADA requirements between the Crinella pump station, Charter Oak, and the wastewater treatment plant.

While these investigations are under way, the Consultant will analyze the runtime and electrical demand records to determine the loading particular to the Crinella pump station. This information will help with the design of the final duty pump configuration and the Lift Station Assessment Report.

The Consultant will investigate the wet well structure to determine if any modifications to the existing concrete structure is warranted. Because the existing conditions of the wet well structure are unknown, the Consultant Team will conduct field testing of the reinforcement sizing and layout, concrete strength, and a cursory interior inspection of the wet well to vet the structure for the anticipated modifications to the pump station housing. If necessary, an allowance for additional wet well inspections and design modifications is reserved for Task 8.

■ **Deliverables:**

- *Structural Memorandum*
- *Electrical Memorandum*

Task 4 Lift Station Assessment Report

The Consultant Team will compile the information from the previous tasks into a comprehensive Lift Station Assessment Report in order to guide City staff in determining the best course of action for the Crinella pump station upgrade design efforts. A draft report will be circulated for comments by City staff prior to the Consultant Team finalizing the report. The report will address at a minimum:

- Site security, access, lighting, and intrusion alarm
- Generator and automatic transfer switch
- Existing pumps
- Building modifications
- Odor removal enhancements
- Bypass pumping setup
- SCADA connections
- Motor control center switchgear
- Wet well structural conditions
- Installation of flow meters and monitoring sensors

■ **Deliverables:**

- *Draft Lift Station Assessment Report*
- *Final Lift Station Assessment Report*

Task 5 Design Parameter Selection

The Consultant Team will meet with City staff to discuss the findings of the Lift Station Assessment Report and establish a memorandum of understanding for the design effort that will include operational and maintenance requirements, emergency operations, SCADA parameters, structural, mechanical, electrical, and architectural expectations, as well as integration of the upgraded pump station with the park environment.

■ **Deliverables:**

- *Design Parameter Selection Memorandum*

Task 6 PS&E Construction Set

The Consultant Team will prepare the full plans, specifications, and cost estimates for the construction of the upgraded Crinella Pump Station, including a bypass pumping solution to be implemented during construction. By using the information from the

previous tasks, the Consultant expects a single round of 65% PS&E Construction Set design review followed by a final bid set.

■ **Deliverables:**

- 65% PS&E Construction Set
- 100% PS&E Construction Set
- Bid set

Task 7 Construction Engineering Services

The Consultant Team will provide engineering services during the construction phase of the pump station upgrade. This will include assistance to City staff with the review of the bids, the submittal process, and weekly observations as required during the construction phase. The Consultant anticipates that the construction process for the pump station upgrade will take approximately 12 weeks from start to finish. Should wet well structural modifications be required as part of the final design and impact the anticipated 12-week construction window, an additional allowance for engineering construction and/or special inspection services will be required.

■ **Deliverables:**

- Bid Review and Submittal Process
- Construction Site Observations

Task 8 Pump Station Wet Well Modification Allowance

The Consultant Team will provide additional services to determine the extents of any wet well modifications required by information gathered in tasks 2 and 3. If structural wet well modifications are necessary, the Consultant will incorporate those findings and determinations into the subsequent PS&E construction and bid sets.

■ **Deliverables:**

- Wet Well Modification Memorandum
- Wet Well Modifications for PS&E Construction Sets

Compensation

The Consultant will perform these services on a time and materials basis for a not to exceed amount of \$164,500. Any contingency items not outlined in this scope of work are required to be approved in writing by the Public Works Director prior to proceeding.

EXHIBIT B - COMPENSATION

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Crinella Pump Station Upgrade, City Project No. S18-71
City of St. Helena

Work-Hour and Fee Estimate for WRECO Tasks

Prepared by WRECO

TASK	DESCRIPTION	WRECO											Terra Firma Surveys						
		Principal Engineer	Supervising Engineer	Senior Engineer	Associate Engineer	Staff Engineer	Senior Biologist	Associate Biologist	Senior Technician	Clerical/Tech Editor	TOTALS BY TASK				TOTALS BY TASK				
											Hours	Fee	ODCs	Total	Fee	ODCs	Total		
Billing Rates		\$ 260	\$ 180	\$ 175	\$ 115	\$ 90	\$ -	\$ -	\$ 85	\$ 75									
1	Project Management/Coordination																		
	Kick-Off Meeting and Project Meetings	4		4									8	\$ 1,740	\$ -	\$ 1,740	\$ -	\$ -	\$ -
	Monthly Progress Reports			8									8	\$ 1,400	\$ -	\$ 1,400	\$ -	\$ -	\$ -
	Site Visits			8	16	40							64	\$ 6,840	\$ 1,200	\$ 8,040	\$ -	\$ -	\$ -
	Subtotal Hours	4	0	20	16	40	0	0	0	0	0	0	80	\$ 9,980	\$ 1,200	\$ 11,180	\$ -	\$ -	\$ -
2	Data Review																		
	Visual Site Assessment			4	4								8	\$ 1,160	\$ -	\$ 1,160	\$ -	\$ -	\$ -
	Sanitary Sewer Report Review			4	4	4					2		14	\$ 1,670	\$ -	\$ 1,670	\$ -	\$ -	\$ -
	Operational information (pump hours, treatment plant coordination, etc.)			2	4	4							10	\$ 1,170	\$ -	\$ 1,170	\$ -	\$ -	\$ -
	Subtotal Hours	0	0	10	12	8	0	0	0	0	2	0	32	\$ 4,000	\$ -	\$ 4,000	\$ -	\$ -	\$ -
3	Field Reconnaissance																		
	Team Coordination			8	8								16	\$ 2,320	\$ -	\$ 2,320	\$ -	\$ -	\$ -
	Analysis of Pump Station Efficiencies & Historical Data			4	8	16							28	\$ 3,060	\$ -	\$ 3,060	\$ -	\$ -	\$ -
	Runtime Data Analysis			4	8	8							20	\$ 2,340	\$ -	\$ 2,340	\$ -	\$ -	\$ -
	Surveying												0	\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ 4,000
	Structural Memorandum												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Electrical Memorandum												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Meetings & Consultation to Review and Discuss Report												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal Hours	0	0	16	24	24	0	0	0	0	0	0	64	\$ 7,720	\$ -	\$ 7,720	\$ 4,000	0	\$ 4,000
4	Lift Station Assessment Report																		
	Draft Lift Station Assessment Report			24	24	40					2		90	\$ 10,710	\$ -	\$ 10,710	\$ -	\$ -	\$ -
	Meetings & Consultation to Review and Discuss Report												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Final Lift Station Assessment Report	4	4	8	16	16					1		49	\$ 6,515	\$ -	\$ 6,515	\$ -	\$ -	\$ -
	Subtotal Hours	4	4	32	40	56	0	0	0	0	3	0	139	\$ 17,225	\$ -	\$ 17,225	\$ -	\$ -	\$ -
5	Design Parameter Selection																		
	Meeting with City Staff			4	4								8	\$ 1,160	\$ -	\$ 1,160	\$ -	\$ -	\$ -
	Architectural Engineering												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Design Parameter Selection Memorandum			4	8	16					1		29	\$ 3,135	\$ -	\$ 3,135	\$ -	\$ -	\$ -
	Subtotal Hours	0	0	8	12	16	0	0	0	0	1	0	37	\$ 4,295	\$ -	\$ 4,295	\$ -	\$ -	\$ -
6	Preliminary Design																		
	65% PS&E			32	64	92							188	\$ 21,240	\$ -	\$ 21,240	\$ -	\$ -	\$ -
	100% PS&E			20	40	60							120	\$ 13,500	\$ -	\$ 13,500	\$ -	\$ -	\$ -
	Bid Set			10	20								30	\$ 4,050	\$ -	\$ 4,050	\$ -	\$ -	\$ -
	Subtotal Hours	0	0	62	124	152	0	0	0	0	0	0	338	\$ 38,790	\$ -	\$ 38,790	\$ -	\$ -	\$ -
7	Construction Engineering Services																		
	Bid Review and Submittal Process			8	16	40							64	\$ 6,840	\$ -	\$ 6,840	\$ -	\$ -	\$ -
	Construction Administration												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Construction Site Observations			24	16	48							88	\$ 10,360	\$ -	\$ 10,360	\$ -	\$ -	\$ -
	Subtotal Hours	0	0	32	32	88	0	0	0	0	0	0	152	\$ 17,200	\$ -	\$ 17,200	\$ -	\$ -	\$ -
8	Pump Station Wet Well Modification Allowance																		
	Wet well interior inspection			4	4								8	\$ 1,160	\$ -	\$ 1,160	\$ -	\$ -	\$ -
	Additional testing and observations			1									1	\$ 175	\$ -	\$ 175	\$ -	\$ -	\$ -
	Wet well analysis and alternatives memorandum			2	4								6	\$ 810	\$ -	\$ 810	\$ -	\$ -	\$ -
	Wet well preferred alternative selection			2	1								3	\$ 465	\$ -	\$ 465	\$ -	\$ -	\$ -
	Wet well modifications incorporated into reports and PS&E documents			4	4	16							24	\$ 2,600	\$ -	\$ 2,600	\$ -	\$ -	\$ -
	Subtotal Hours	0	0	13	13	16	0	0	0	0	0	0	42	\$ 5,210	\$ -	\$ 5,210	\$ -	\$ -	\$ -
Total Hours by Personnel Classification		8	4	193	273	400	0	0	0	6	0	0							
Total Fee by Personnel Classification		\$ 2,080	\$ 720	\$ 33,775	\$ 31,395	\$ 36,000	\$ -	\$ -	\$ -	\$ 450	\$ -								
Subtotal													884	\$ 104,420	\$ 1,200	\$ 105,620	\$ 4,000	\$ 0	\$ 4,000

EXHIBIT B - COMPENSATION

Page 2 of 3

Crinella Pump Station Upgrade, City Project No. S18-71
City of St. Helena

Work-Hour and Fee Estimate for WRECO Tasks

Prepared by WRECO

TASK	DESCRIPTION	Valley Architects							Various Technologies, Inc.							ZFA Structural Engineers						
		Principal Architect	Supervising Engineer	Senior Architect	TOTALS BY TASK			Engineer		TOTALS BY TASK				SG Principal Engineer	Associate	Engineer	TOTALS BY TASK					
					Hours	Fee	Total			Hours	Fee	ODCs	Total				Hours	Fee	ODCs	Total		
	Billing Rates	\$ 185	\$ -	\$ 150	Hours	Fee	Total	\$ 150	\$ -	Hours	Fee	ODCs	Total	\$ 190	\$ 135	\$ 110	Hours	Fee	ODCs	Total		
1	Project Management/Coordination																					
	Kick-Off Meeting and Project Meetings	8			8	\$ 1,480	\$ 1,880	8		8	\$ 1,200	\$ 400	\$ 1,600	8			8	\$ 1,520	\$ 400	\$ 1,920		
	Monthly Progress Reports				0	\$ -	\$ -			0	\$ -	\$ -	\$ -				0	\$ -	\$ -	\$ -		
	Site Visits				0	\$ -	\$ -			0	\$ -	\$ -	\$ -				0	\$ -	\$ -	\$ -		
	Subtotal Hours	8	0	0	8	\$ 1,480	\$ 1,880	8	0	8	\$ 1,200	\$ 400	\$ 1,600	8	0	0	8	\$ 1,520	\$ 400	\$ 1,920		
2	Data Review																					
	Visual Site Assessment	2		3	5	\$ 820	\$ 820	4		4	\$ 600	\$ -	\$ 600	4		8	8	20	\$ 2,720	\$ -	\$ 2,720	
	Sanitary Sewer Report Review				0	\$ -	\$ -			0	\$ -	\$ -	\$ -				0	\$ -	\$ -	\$ -		
	Operational information (pump hours, treatment plant coordination, etc.)				0	\$ -	\$ -			0	\$ -	\$ -	\$ -				0	\$ -	\$ -	\$ -		
	Subtotal Hours	2	0	3	5	\$ 820	\$ 820	4	0	4	\$ 600	\$ -	\$ 600	4	8	8	20	\$ 2,720	\$ -	\$ 2,720		
3	Field Reconnaissance																					
	Team Coordination				0	\$ -	\$ -			0	\$ -	\$ -	\$ -				0	\$ -	\$ -	\$ -		
	Analysis of Pump Station Efficiencies & Historical Data				0	\$ -	\$ -			0	\$ -	\$ -	\$ -				0	\$ -	\$ -	\$ -		
	Runtime Data Analysis				0	\$ -	\$ -			0	\$ -	\$ -	\$ -				0	\$ -	\$ -	\$ -		
	Surveying				0	\$ -	\$ -			0	\$ -	\$ -	\$ -				0	\$ -	\$ -	\$ -		
	Structural Memorandum				0	\$ -	\$ -			0	\$ -	\$ -	\$ -	6	16	14	36	\$ 4,840	\$ -	\$ 4,840		
	Electrical Memorandum				0	\$ -	\$ -	4		4	\$ 600	\$ -	\$ 600				0	\$ -	\$ -	\$ -		
	Meetings & Consultation to Review and Discuss Report				0	\$ -	\$ -			0	\$ -	\$ -	\$ -				0	\$ -	\$ -	\$ -		
	Subtotal Hours	0	0	0	0	\$ -	\$ -	4	0	4	\$ 600	\$ -	\$ 600	6	16	14	36	\$ 4,840	\$ -	\$ 4,840		
4	Lift Station Assessment Report																					
	Draft Lift Station Assessment Report				0	\$ -	\$ -			0	\$ -	\$ -	\$ -				0	\$ -	\$ -	\$ -		
	Meetings & Consultation to Review and Discuss Report				0	\$ -	\$ -			0	\$ -	\$ -	\$ -				0	\$ -	\$ -	\$ -		
	Final Lift Station Assessment Report				0	\$ -	\$ -			0	\$ -	\$ -	\$ -				0	\$ -	\$ -	\$ -		
	Subtotal Hours	0	0	0	0	\$ -	\$ -	0	0	0	\$ -	\$ -	\$ -	0	0	0	0	\$ -	\$ -	\$ -		
5	Design Parameter Selection																					
	Meeting with City Staff				0	\$ -	\$ -			0	\$ -	\$ -	\$ -				0	\$ -	\$ -	\$ -		
	Architectural Engineering	2		12	14	\$ 2,170	\$ 2,170			0	\$ -	\$ -	\$ -	3			3	\$ 570	\$ -	\$ 570		
	Design Parameter Selection Memorandum				0	\$ -	\$ -	8		8	\$ 1,200	\$ -	\$ 1,200	2	4	8	14	\$ 1,800	\$ -	\$ 1,800		
	Subtotal Hours	2	0	12	14	\$ 2,170	\$ 2,170	8	0	8	\$ 1,200	\$ -	\$ 1,200	5	4	8	17	\$ 2,370	\$ -	\$ 2,370		
6	Preliminary Design																					
	65% PS&E	2		16	18	\$ 2,770	\$ 2,770	8		8	\$ 1,200	\$ -	\$ 1,200	4	8	8	20	\$ 2,720	\$ -	\$ 2,720		
	100% PS&E	2		8	10	\$ 1,570	\$ 1,570	8		8	\$ 1,200	\$ -	\$ 1,200	2	8	8	18	\$ 2,340	\$ -	\$ 2,340		
	Bid Set	2		8	10	\$ 1,570	\$ 1,570	8		8	\$ 1,200	\$ -	\$ 1,200	2	6	6	14	\$ 1,850	\$ -	\$ 1,850		
	Subtotal Hours	6	0	32	38	\$ 5,910	\$ 5,910	24	0	24	\$ 3,600	\$ -	\$ 3,600	8	22	22	52	\$ 6,910	\$ -	\$ 6,910		
7	Construction Engineering Services																					
	Bid Review and Submittal Process	2			2	\$ 370	\$ 370			0	\$ -	\$ -	\$ -	6			6	\$ 1,140	\$ -	\$ 1,140		
	Construction Administration	2			2	\$ 370	\$ 370			0	\$ -	\$ -	\$ -	6			6	\$ 1,140	\$ -	\$ 1,140		
	Construction Site Observations	2			2	\$ 370	\$ 370			0	\$ -	\$ -	\$ -	4			4	\$ 760	\$ -	\$ 760		
	Subtotal Hours	6	0	0	6	\$ 1,110	\$ 1,110	0	0	0	\$ -	\$ -	\$ -	16	0	0	16	\$ 3,040	\$ -	\$ 3,040		
8	Pump Station Wet Well Modification Allowance																					
	Wet well interior inspection					\$ -	\$ -	0		0	\$ -	\$ -	\$ -	8		16	24	\$ 3,280	\$ -	\$ 3,280		
	Additional testing and observations					\$ -	\$ -	0		0	\$ -	\$ -	\$ -	4	2	4	10	\$ 1,470	\$ -	\$ 1,470		
	Wet well analysis and alternatives memorandum			2		\$ 300	\$ 300	0		0	\$ -	\$ -	\$ -	8	4	4	16	\$ 2,500	\$ -	\$ 2,500		
	Wet well preferred alternative selection			1		\$ 150	\$ 150	0		0	\$ -	\$ -	\$ -	8	2	4	14	\$ 2,230	\$ -	\$ 2,230		
	Wet well modifications incorporated into reports and PS&E documents			4		\$ 600	\$ 600	0		0	\$ -	\$ -	\$ -	4	4	16	24	\$ 3,060	\$ -	\$ 3,060		
	Subtotal Hours	0	0	7	0	\$ 1,050	\$ 1,050	0	0	0	\$ -	\$ -	\$ -	32	12	44	88	\$ 12,540	\$ -	\$ 12,540		

Total Hours by Personnel Classification	24	0	54
Total Fee by Personnel Classification	\$ 4,440	\$ -	\$ 8,100
Subtotal	71	\$ 12,540	\$ 400 \$ 12,940

48	0		
\$ 7,200	\$ -		
48	\$ 7,200	\$ 400	\$ 7,600

79	62	96		
\$ 15,010	\$ 8,370	\$ 10,560		
	237	\$ 33,940	\$ 400	\$ 34,340

EXHIBIT B - COMPENSATION

Page 3 of 3

Crinella Pump Station Upgrade, City Project No. S18-71
City of St. Helena

Work-Hour and Fee Estimate for WRECO Tasks

Prepared by WRECO

TASK	DESCRIPTION	Billing Rates	TEAM TOTAL			
			Hours	Fee	ODCs	Total
1	Project Management/Coordination					
	Kick-Off Meeting and Project Meetings		32	\$ 5,940	\$ 1,200	\$ 7,140
	Monthly Progress Reports		8	\$ 1,400	\$ -	\$ 1,400
	Site Visits		64	\$ 6,840	\$ 1,200	\$ 8,040
	Subtotal Hours		104	\$ 14,180	\$ 2,400	\$ 16,580
2	Data Review					
	Visual Site Assessment		37	\$ 5,300	\$ -	\$ 5,300
	Sanitary Sewer Report Review		14	\$ 1,670	\$ -	\$ 1,670
	Operational Information (pump hours, treatment plant coordination, etc.)		10	\$ 1,170	\$ -	\$ 1,170
	Subtotal Hours		61	\$ 8,140	\$ -	\$ 8,140
3	Field Reconnaissance					
	Team Coordination		16	\$ 2,320	\$ -	\$ 2,320
	Analysis of Pump Station Efficiencies & Historical Data		28	\$ 3,060	\$ -	\$ 3,060
	Runtime Data Analysis		20	\$ 2,340	\$ -	\$ 2,340
	Surveying		0	\$ 4,000	\$ -	\$ 4,000
	Structural Memorandum		36	\$ 4,840	\$ -	\$ 4,840
	Electrical Memorandum		4	\$ 600	\$ -	\$ 600
	Meetings & Consultation to Review and Discuss Report		0	\$ -	\$ -	\$ -
	Subtotal Hours		104	\$ 17,160	\$ -	\$ 17,160
4	Lift Station Assessment Report					
	Draft Lift Station Assessment Report		90	\$ 10,710	\$ -	\$ 10,710
	Meetings & Consultation to Review and Discuss Report		0	\$ -	\$ -	\$ -
	Final Lift Station Assessment Report		49	\$ 6,515	\$ -	\$ 6,515
	Subtotal Hours		139	\$ 17,225	\$ -	\$ 17,225
5	Design Parameter Selection					
	Meeting with City Staff		8	\$ 1,160	\$ -	\$ 1,160
	Architectural Engineering		17	\$ 2,740	\$ -	\$ 2,740
	Design Parameter Selection Memorandum		51	\$ 6,135	\$ -	\$ 6,135
	Subtotal Hours		76	\$ 10,035	\$ -	\$ 10,035
6	Preliminary Design					
	65% PS&E		234	\$ 27,930	\$ -	\$ 27,930
	100% PS&E		156	\$ 18,610	\$ -	\$ 18,610
	Bid Set		62	\$ 8,670	\$ -	\$ 8,670
	Subtotal Hours		452	\$ 55,210	\$ -	\$ 55,210
7	Construction Engineering Services					
	Bid Review and Submittal Process		72	\$ 8,350	\$ -	\$ 8,350
	Construction Administration		8	\$ 1,510	\$ -	\$ 1,510
	Construction Site Observations		94	\$ 11,490	\$ -	\$ 11,490
	Subtotal Hours		174	\$ 21,350	\$ -	\$ 21,350
8	Pump Station Wet Well Modification Allowance					
	Wet well interior inspection		32	\$ 4,440	\$ -	\$ 4,440
	Additional testing and observations		11	\$ 1,645	\$ -	\$ 1,645
	Wet well analysis and alternatives memorandum		22	\$ 3,610	\$ -	\$ 3,610
	Wet well preferred alternative selection		17	\$ 2,845	\$ -	\$ 2,845
	Wet well modifications incorporated into reports and PS&E documents		48	\$ 6,260	\$ -	\$ 6,260
	Subtotal Hours		130	\$ 18,800	\$ -	\$ 18,800

WRECO TEAM TOTAL 1240 \$ 162,100 \$ 2,400 \$ 164,500

Client#: 8664

WRECO

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090		CONTACT NAME: Elise Fisher PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS: efisher@dealeyrenton.com															
INSURED WRECO 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596-4431		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Casualty Insurance Co.</td> <td>29424</td> </tr> <tr> <td>INSURER B: Sentinel Insurance Co. LTD</td> <td>11000</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Co.	29424	INSURER B: Sentinel Insurance Co. LTD	11000	INSURER C: XL Specialty Insurance Co.	37885	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Hartford Casualty Insurance Co.	29424																
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INSURER C: XL Specialty Insurance Co.	37885																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBWAS9470	06/27/2017	06/27/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	57UEGUP6164	06/27/2017	06/27/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	57SBWAS9470	06/27/2017	06/27/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	57WEGPH0477	06/27/2017	06/27/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			DPR9913265	05/01/2017	05/01/2018	\$3,000,000 per Claim \$3,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Crinella Pump Station Upgrade Project, Project No. S18-71. The City of St. Helena, its Agents, Officers, Officials, Employees, and Volunteers are named as Additional Insureds as respects General and Automobile Liability for claims arising from the operations of the named insured. General and Automobile Liability insurance is Primary/Non-Contributory per policy form wording. Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation. 30 Days Notice of Cancellation. Professional Liability Deductible: \$25,000 per claim.

CERTIFICATE HOLDER City of St. Helena 1572 Railroad Avenue St. Helena, CA 94574	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Elise Fisher</i>
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Insured: WRECO
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBWAS9470
Policy Effective Date: 06/27/2017
Additional Insured:

The City of St. Helena, its Agents, Officers, Officials, Employees, and Volunteers.

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

EXCERPTS FROM CA 0001 (1013)
HARTFORD BUSINESS AUTO COVERAGE

Insured: WRECO

Policy Number: 57UEGUP6164

Policy Effective Date: 06/27/2017

Additional Insured:

The City of St. Helena, its Agents, Officers, Officials, Employees, and Volunteers.

Additional Insured: SECTION II – COVERED AUTO LIABILITY COVERAGE

A.1. WHO IS AN INSURED: The following are “insureds”

c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

a. For any covered “auto” you own, this Coverage Form provides primary insurance.

For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Covered Auto Liability Coverage is primary for any liability assumed under an “insured contract”.

Cross Liability Clause: SECTION V – DEFINITIONS

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

EXCERPTS FROM HA9916 (0312)
HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

Insured: WRECO
Policy Number: 57WEGPH0477
Effective Date: 06/27/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

City of St. Helena
1572 Railroad Avenue
St. Helena, CA 94574

Job Description

Re: Crinella Pump Station Upgrade Project, Project No. S18-71. PERSON OR ORGANIZATION,
CONT.: The City of St. Helena, its Agents, Officers, Officials, Employees, and Volunteers.

Countersigned by



Authorized Representative



1243 Alpine Road, Suite 108
Walnut Creek, CA 94596
Phone: 925.941.0017
Fax: 925.941.0018
www.wreco.com

Transmittal

Date: March 26, 2018

To: **Erica Ahmann Smithies, PE** – City of Saint Helena
1572 Railroad Avenue
Saint Helena, CA 94574

From: Stefan Vallecillo – WRECO

Subject: Crinella Pump Station Upgrade

Erica,

Please find enclosed two wet-signed copies of the agreement for the abovementioned project, as well as WRECO's COI. Please let me know if you have any additional questions or concerns.

Sincerely,

Stefan Vallecillo
Project Coordinator
WRECO
Stefan_Vallecillo@wreco.com
(925) 941-0017, Ext. 235

CITY OF ST. HELENA

RESOLUTION No. 2018-36

Resolution approving a Professional Services Agreement with WRECO for design of the Crinella Pump Station Upgrade Project in an amount not to exceed \$164,500

RECITALS

- A. On December 12, 2017, City Council adopted Goals that included the beginning of design of the Crinella Pump Station Upgrade Project in spring 2018.
- B. The City of St. Helena requires engineering services in order to provide plans, specifications, and construction estimates for the Crinella Pump Station Upgrade Project; and
- C. On January 3, 2018, the City issued a Request for Proposals inviting consultants to submit proposals for the Crinella Pump Station Upgrade Project; and
- D. On February 8, 2018, City staff received and reviewed four (4) proposals; and
- E. City staff found that WRECO provided the best combination of qualifications, experience, and local knowledge for the project; and
- F. WRECO will meet the City's insurance requirements; and
- G. The project is included in the City Council adopted five-year Capital Improvement Program (CIP) for Fiscal Year 2018/2019 and recently adopted rate study; and
- H. The City's Fiscal Year 2017/2018 Wastewater Capital Improvement budget has sufficient funding for this work to begin now.

RESOLUTION

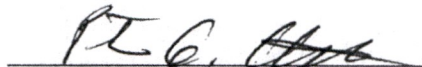
The City Council of the City of St. Helena hereby resolves as follows:

- 1. The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines section 15301, Existing Facilities, which exempts minor alterations of existing facilities; and
- 2. Approves the Professional Services Agreement with WRECO, Inc. for engineering services in an amount not to exceed \$164,500, and authorizes the City Manager to execute the Professional Services Agreement.


Approved at a Regular Meeting of the St. Helena City Council on April 10, 2018, by the following vote:

Mayor Galbraith:	Yes
Vice Mayor White:	Yes
Councilmember Dohring:	Yes
Councilmember Koberstein:	Yes
Councilmember Ellsworth:	Yes

APPROVED:


Peter White, Vice Mayor

ATTEST:


Cindy Tzafopoulos, City Clerk

