

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on October 24, 2017 by and between the City of St. Helena, located in the County of Napa, State of California (City), and EMG (Consultant).

RECITALS:

- A. City desires to employ Consultant to furnish professional services in connection with the project described as Facilities Condition and Needs Assessment services.
- 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 \$80,869.20, unless additional compensation is approved in accordance with Section 2.

B. 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, except Worker's Compensation and Professional Liability, 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 \$50,000 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, except Worker's Compensation and Professional Liability, 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), to the extent 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 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 the extent that all matters (including tort claims) arising out of 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: EMG
2121 North California Boulevard, Suite 290
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 – EXCLUDED

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:

City:

By: _____
Name: Erik Piller
Title: Senior Vice President

By:  _____
Name: Mark Prestwich
Title: City Manager

Approved as to Form:

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

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.

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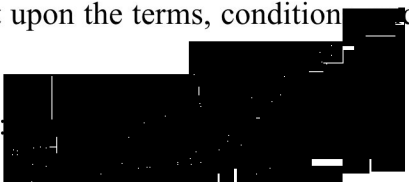
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This Agreement is subject to the following special provisions: none.

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: Erik Piller
Title: Senior Vice President

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”

The scope of services to be provided by EMG is detailed in the proposal submit by EMG in response to the City’s request for proposals, which has been included, and is incorporated herein, as Exhibit C to this agreement.



City of St. Helena

Facilities Condition & Needs Assessment

October 2, 2017



Erik Piller

2121 North California Blvd., Suite 290 | Walnut Creek, CA 94596

t 800 733 0660 | f 410 785 6220

epiller@emgcorp.com

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COVER LETTER/ EXECUTIVE SUMMARY

1

George and Elsie Wood
PUBLIC LIBRARY
Napa Valley Wine Library
ROBERT LOUIS STEVENSON
SILVERADO MUSEUM



October 2, 2017

Cindy Tzafopoulos
City of St. Helena
Office of the City Clerk
1480 Main Street
St. Helena, CA 94574

RE: RFP Facility Condition & Needs Assessment

Dear Ms. Tzafopoulos:

EMG is pleased to provide the City of St. Helena with the enclosed proposal in response to the RFP for Facility Condition & Needs Assessment services.

Proven Experience | Property Condition Assessments are a core service of EMG. We have completed thousands of projects with more than 700 million square feet of space in the last five (5) years for State and Local Government clients. EMG has completed more than 8,400 assessment and project management projects in California.

Highly Qualified Team | EMG is an architecture and engineering firm focused solely on building lifecycle and capital planning studies, with more than 580 building professionals nationwide including 60 California-based professionals. The key members for this project are Erik Piller, Matthew Anderson, RA, Mark Surdam, RA, Shannon Vogt, Bhaskar Ale, Bryan McGuinness, and Paul Sanders. Our Assessment teams have performed similar services nationwide, including:

- County of Napa – FCA / Inventory
- Hayward Area Recreation and Parks District – FCA / ADA / Energy Audit
- City of South San Francisco – FCA, Security Assessments
- City of Redwood City – FCA
- City of Santa Clara – FCA / Structural
- City of Concord – FCA / Inventory
- City of San Leandro – FCA / Inventory
- City of San Ramon – FCA / Inventory
- City of Novato – FCA
- City of Goleta – FCA
- City of Monterey – FCA, BOMA, and ADA CASp
- City of Fresno – FCA
- City of Waterford – FCA / Inventory
- City of Oakland - Housing – PCAs
- City of Livermore – Housing – FCA
- County of Solano – FCA, CMMS Software
- County of Monterey - ADA
- County of Kern – FCA
- Ambrose Parks & Recreation (Baypoint) – FCA and ADA Transition Plan
- Truckee-Donner Parks & Recreation – FCA and Energy Audit
- San Francisco Municipal Transportation Agency - FCA
- Sacramento Municipal Utility District (SMUD), Sacramento – PCA
- State of California DGS (17MM SF) - Statewide

The following pages detail our history, similar project experience, our key personnel and team, and our approach to your unique project. EMG is committed to working with the City of St. Helena to provide the highest possible quality of service and is dedicated to providing services with only the most qualified professionals.

EMG has not received any addenda regarding the RFP for Facilities Condition & Needs Assessment.

We appreciate the opportunity to present our qualifications for this project and look forward to working with the City of St. Helena. I am fully available at 800.733.0660, ext. 2704 or epiller@emgcorp.com to further discuss our qualifications.

Sincerely,



Erik Piller, Senior Vice President

HISTORY OF EMG

Founded in 1986, Clampett Industries, LLC d/b/a EMG (EMG) is an Architectural, Engineering, and Environmental consulting services Partnership firm employing 543 professionals nationwide. EMG is licensed to do business in the State of California and has a qualified team ready and available to complete the requested services for the City of St. Helena.

Annually, EMG assesses thousands of facilities for governing agencies similar to the City of St. Helena and has developed a proven and efficient methodology for our assessments and data collection, considering knowledge of property conditions, federal and ASHRAE regulations, local codes, and client objectives, while conducting services and making recommendations.

EMG is financially sound with average revenues of \$40.2M over the past five years – more than \$60M last year alone. With the depth and resources to complete this project, EMG is committed to providing quality services to the City’s satisfaction.

SERVICES

- Condition Assessments
- Capital Planning
- Feasibility Studies
- Energy Studies
- Project Management
- ADA Accessibility Compliance
- Construction Monitoring
- Plan and Document Review

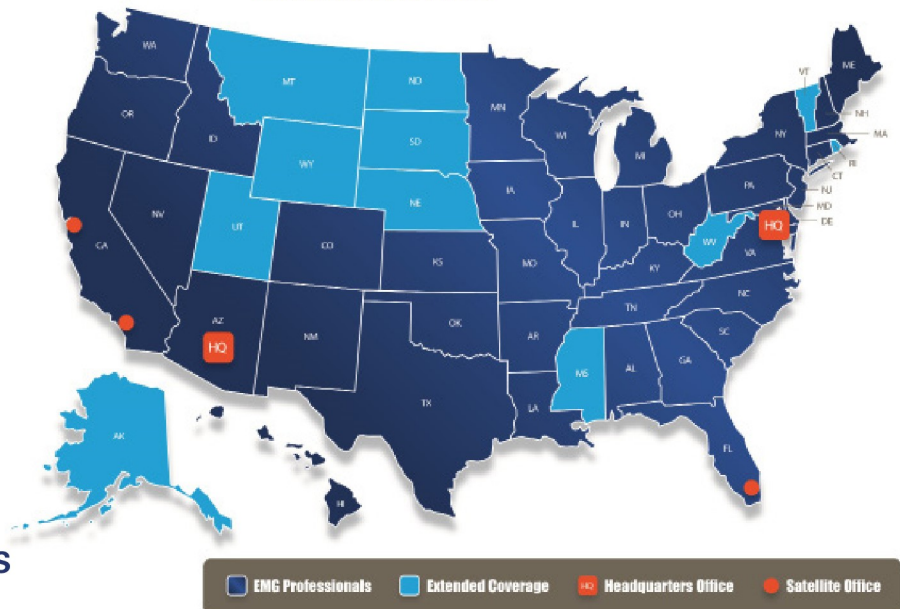
WHAT WE DO



COMPANY INFORMATION

Name of Company: EMG
 Year Founded: 1986
 Ownership: Limited Liability Company
 Local Address: 2121 North California Blvd, Ste. 290
 Walnut Creek, CA 94596
 Primary Contact: Erik Piller, Sr. Vice President
 Telephone: (800) 733-0660, ext. 2704
 Mobile: (408) 505-6117
 Fax: (410) 785-6220
 Email: EPiller@emgcorp.com
 Website: www.emgcorp.com

WHERE WE ARE



EXPERIENCE AND QUALIFICATIONS OF CONSULTANT/TEAM MEMBERS

2



KEY PERSONNEL

Erik Piller | Project Executive

Mr. Piller will oversee all contractual aspects of the project and will be available to meet with the City of St. Helena for the duration of the project on an as-needed basis. He will be responsible for defining the scope of engagement, and will meet regularly with EMG's Program Manager and Assessment Team to assure the City of St. Helena's needs are met, and that the project is adequately staffed, running smoothly, and on schedule. Mr. Piller will serve as the lead person who can respond to the City of St. Helena's questions.

Matthew Anderson, RA | Program Manager

Mr. Anderson will manage the Assessment Team and will meet with the City of St. Helena on an agreed-upon basis to ensure project success. Mr. Anderson will be accountable for the overall EMG Team performance and will be responsible for delivering the assessment results, and for working with the City of St. Helena to develop the implementation plan based on the results. He will have full responsibility for the delivery of the overall project.

Mark Surdam, RA | Quality Assurance Manager

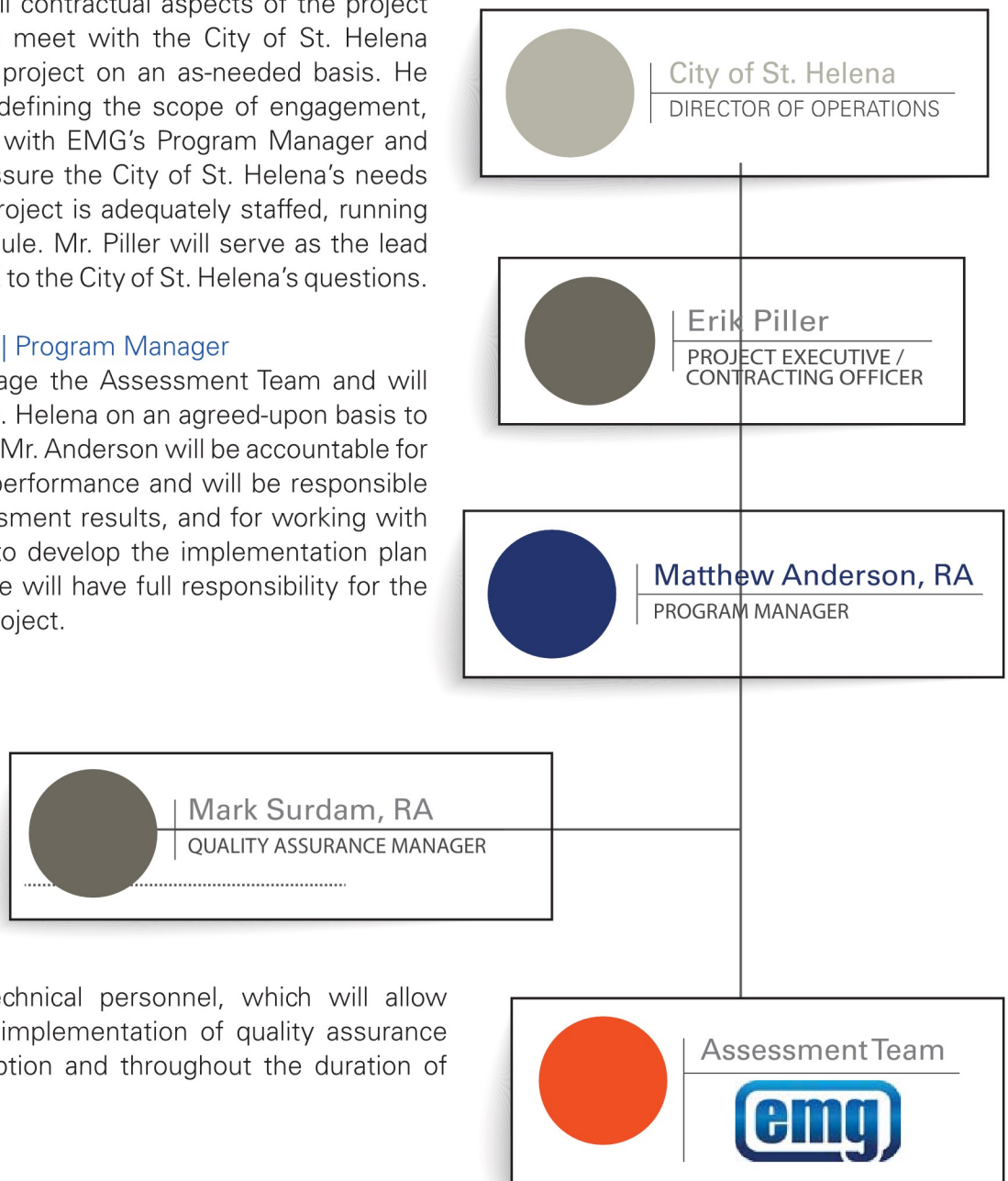
Mr. Surdam will oversee the project, assuring technical, process, and content quality. He will have direct management responsibility for all technical personnel, which will allow for quick and effective implementation of quality assurance measures both at inception and throughout the duration of the project.

Assessment Team

The Assessment Team will observe, measure, record, and describe the deficiencies observed through the Assessment process, interview staff, and formulate recommendations to remedy the deficiencies. They will coordinate the logistics and document collection for each assessment, as well as develop the assessment report.

Individual resumes are included on the following pages.

ORGANIZATION CHART



Erik Piller

PROJECT EXECUTIVE / CONTRACTING OFFICER



RELEVANT EXPERIENCE

City of Fresno, Facility Condition Assessment – CA
City of South San Francisco, Facility Condition Assessment – CA
County of Kern, Facility Condition Assessment – CA
City of Redwood City, Facility Condition Assessment & Energy Audit – CA
State of New Mexico, Facility Condition Assessment – CA
City of Concord, Facility Condition Assessment / Inventory – CA
City of San Leandro, Facility Condition Assessment / Inventory – CA
City of San Ramon, Facility Condition Assessment / Inventory – CA
City of Orange, Facility Condition Assessment and ADA Transition Plan – CA
City of Ambrose Parks District, Facility Condition Assessment / ADA – CA
City of Poway, Facility Condition Assessment – CA
Truckee / Donner Parks and Recreation, Facility Condition Assess / Energy Audit – CA
City of Huntington Beach, Facility Condition Assessment – CA
San Jose City College, Comprehensive Roofing Assessment – CA
San Jose Evergreen Community College District, Facility Condition Assessment – CA
San Francisco MTA, Facility Condition Assessment - CA
County of Solano, Facility Condition Assessment - CA
County of Monterey, Facility Condition Assessment - CA
City of Goleta, Facility Condition Assessment - CA
City of Novato – Fire District, Facility Condition Assessments – CA
City of Laguna Hills, Facility Condition Assessment / Reserve Study – CA
County of Los Angeles (CDC), Physical Needs Assessments / Energy Audits – CA
State of California DGS, Facility Condition Assessment (58 Buildings) – CA
City of San Jose, Environmental Services Building – CA
County of San Mateo, Facility Condition Assessment – CA
San Manuel Band of Mission Indians, Facility Condition Assessment – CA
State of New Mexico, Facility Condition Assessment – Statewide
Evergreen USD, Facility Condition Assessment and Energy Audit (Prop 39)– CA
Manhattan Beach USD, Facility Condition Assessment and Energy Audit (Prop 39) – CA

INDUSTRY TENURE

A/E: 2002
EMG: 2013

INDUSTRY EXPERIENCE

Government
Parks/Rec
Education
Industrial
Office
Retail
Hospitality
Housing

Matthew Anderson, RA

PROGRAM MANAGER



RELEVANT EXPERIENCE

City of Fresno, Facility Condition Assessment – CA
City of Novato, Fire District, Facility Condition Assessments – CA
City of Monterey, Facility Condition Assessment – CA
City of Poway, Facility Condition Assessment – CA
City of Orange, Facility Condition Assessment – CA
County of Kern, Facility Condition Assessment – CA
State of New Mexico, Facility Condition Assessment – CA
State of California DGS - 17MM SF of Buildings including 34 buildings in Sacramento
Sacramento Municipal Utility District, Property Condition Assessment – CA
Truckee / Donner Parks and Recreation, Facility Condition Assessment / Energy Audit – CA
City of South San Francisco, Facility Condition Assessment – CA
San Jose Evergreen Community College District, Facility Condition Assessment – CA

INDUSTRY TENURE

A/E: 1999
EMG: 1981

EDUCATION

Bachelor of Architecture,
Architecture, California
Polytechnic State University,
1982.

Denmark's International
Studies Program,
Copenhagen, Denmark,
1981.

LICENSES

Registered Architect,
California (#C15753).

Mark Surdam, RA

PROGRAM MANAGER



RELEVANT EXPERIENCE

Napa County (Facility Dude), Facility Condition Assessment – CA
City of Orange, Facility Condition Assessment, ADA Transition Plan & Capital Plan – CA (8 Fire Stations)
City of Huntington Beach, Facility Condition Assessment & Capital Plan – CA (7 Fire Stations)
City of Laguna Hills, Facility Reserve Study – CA
City of Fresno, Facility Condition Assessment – CA
City of South San Francisco, Facility Condition Assessment – CA
Solano County, Facility Condition Assessment – CA
City of Concord (Facility Dude), Facility Condition Assessment – CA
City of Quincy (Facility Dude), Facility Condition Assessment – CA
City of San Ramon (Facility Dude), Facility Condition Assessment – CA
City of San Leandro (Facility Dude), Facility Condition Assessment – CA
State of California DGS, Facility Condition Assessment (58 Buildings) – CA
City of Ellensburg, Facility Condition Assessment – WA
San Jose City College, Roof Assessment – CA
San Jose Evergreen Community College, Facility Condition Assessment – CA
Los Angeles Department of Water and Power - Facility Condition Assessment and Reserve Study – CA

INDUSTRY TENURE

A/E: 1976
EMG: 2014

EDUCATION

Bachelor of Science,
Architecture, University of
Southern California, 1976.

LICENSES

Registered Architect,
California, (#C26835).

Shannon Vogt

COST ESTIMATOR / ASSESSMENT TEAM



RELEVANT EXPERIENCE

City of Novato Fire District, Facility Condition Assessments – CA (6 Fire Stations)
City of Monterey, Building Condition Assessments – CA (1 Fire Station)
City of Columbus, Facility Condition Assessment – OH (Fire Stations)
Arlington County, Facility Condition Assessment - VA (Fire Stations)
City of Fresno, Facility Condition Assessment – CA
State of California DGS, Facility Condition Assessment – Statewide
San Diego County, Facility Condition Assessment – CA
Rhode Island Department of Administration, Facility Condition Assessment - RI
North County Transit District, Facility Condition Assessment – CA
Bureau of Indian Affairs, Facility Condition Assessment – Nationwide including CA
Montebello Bus Lines, Facility Condition Assessment – CA
County of San Bernardino, Facility Condition Assessment – CA
Government Services Administration, Building Engineering Reports - Nationwide
City of Dallas, Facility Condition Assessment – TX
City of Casa Grande, Facility Condition Assessment – AZ

INDUSTRYTENURE

A/E: 1993
EMG: 2003

EDUCATION

Master of Science,
Construction Engineering
and Management,
University of California,
1999.

Bachelor of Science,
Mechanical Engineering,
Penn State University, 1993.

Bhaskar Ale, CEM, LEED AP

ASSESSMENTTEAM LEAD



RELEVANT EXPERIENCE

City of Redwood City, Facility Condition Assessment & Energy Audit – CA
City of South San Francisco, Facility Condition Assessment – CA
County of Kern, Facility Condition Assessment – CA
Truckee Donner Recreation and Park District – CA
State of California DGS, Facility Condition Assessment – Statewide
County of Solano, Facility Condition Assessment – CA
City of Monterey, Facility Condition Assessment – CA
City of Fresno, Facility Condition Assessment – CA
Bureau of Indian Affairs, Facility Condition Assessment – CA
Los Angeles Unified School District, Facility Condition Assessment – CA
State of Vermont, Facility Condition Assessment – VT

INDUSTRYTENURE

A/E: 2007
EMG: 2014

EDUCATION

Masters, Mechanical
Engineering, University of
Rhode Island, RI, 2011

Bachelors of Science,
Mechanical Engineering,
Institute of Engineering,
Nepal, 2007

Note: Local Lead Assessor,
Lives in San Jose

Paul Sanders, PE, SE

ASSESSMENT TEAM



RELEVANT EXPERIENCE

High Tech Manufacturing Retrofit, CA – Lead engineer on the design of the seismic retrofit of a 165,000 square feet manufacturing facility with an immediate occupancy performance objective. The project utilized ASCE 41-06. The building remained occupied and in use throughout the design and construction phases.

Retail Retrofit, San Francisco, CA – served as the project engineer on the retrofit design of a retail building.

Retail Retrofit, CA – served as the project engineer on the retrofit design of a multiple low rise office buildings.

Seismic Assessments, – served as the project engineer on the seismic assessment of multiple public and private buildings over the western US and internationally. Assessments were performed using the ASCE 31 and 41 methodologies for Tiers 1, 2, and 3.

New Hospital Design, CA – served as an engineer on several new hospital design projects. Projects included moment frame, concentric braced frame, and eccentric braced frame lateral systems.

New Design of High Tech Manufacturing Facility, CA – served as the project engineer on the design of a state of the art manufacturing facility.

INDUSTRY TENURE

A/E: 2004

EMG: 2016

EDUCATION

Master of Science,
Structural Engineering,
University of California at
San Diego, 2005.

Bachelor of Science, Civil
Engineering, Oregon State
University, 2004.

LICENSES

California licensed Structural
Engineer, License No.

S5813 California licensed
Civil Engineer, License No.

C71880 Oregon licensed
Civil/Structural Engineer,
License No. 74339PE

Washington licensed Civil/
Structural Engineer, license
No. 51773

Bryan McGuinness

ASSESSMENT TEAM



RELEVANT EXPERIENCE

City of San Ramon, Facility Condition Assessments / Inventory – CA

Simi Valley Unified School District, Facility Condition Assessments / Inventory – CA

Shasta Hotel, Physical Needs Assessment – CA

Casa Quezada Hotel, Physical Needs Assessments – CA

Sacramento Housing and Redevelopment Agency, Green Physical Needs
Assessment, ADA Assessment, Energy Audit – CA

Seattle Housing Authority, Capital Needs Assessments – CA

Westfield Retail Portfolio, Facility Condition Assessments – CA

Drawbridge Office Buildings, Facility Condition Assessments – CA

Frontier Communications, Property Management – CA, TX & FL

INDUSTRY TENURE

A/E: 1996

EMG: 2017

EDUCATION

Bachelor of Arts, Business
Administration, Pace
University.

Associate of Science,
Emergency Management,
Davenport College.

LICENSES

National Certified UST
Operator, Certified Facility
Manager

UNDERSTANDING OF PROJECT SCOPE

3



PROJECT UNDERSTANDING

EMG understands that the Facilities Condition and Needs Assessment for the City of St. Helena ("Client") will:

- Include a facilities condition and needs assessment of all buildings, building systems, and infrastructure.
- Determine the present condition and estimated life expectancy of various building systems and components.
- Result in strategic plan for capital repairs, lifecycle component replacement, and building modernization.
- Establish anticipated renewal and replacement costs for the various systems and components.
- Identify and document present condition of all physical assets including grounds, facilities, and infrastructure.
- Recommend corrections for all deficiencies and provide cost estimates for corrections.
- Prioritize and categorize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
- Calculate the Current Replacement Value (CRV) and Facility Condition Index (FCI) for each facility and site.
- Space utilization to identify whether each of the buildings are serving their intended role, and if they are under or over-utilized in their current capacity. Include assessing the ability of each building to serve current needs and accommodate the number of employees housed in each facility.
- Provide current market values of City-owned properties based on current zoning as well as highest-and-best use.
- Provide a Maintenance Management assessment of maintenance efforts to-date as compared to industry standards and include preventive maintenance recommendations.

We understand that a key factor to performing facilities condition and needs assessments is the evaluation of physical needs and accurate forecasting for capital repair and replacement budgets. Pre-emptive measures to manage maintenance budgets and programs are essential in ensuring the elimination of potential issues, which can range from deferred maintenance, or premature replacement of building systems that can prove costly.

With each identified replacement or repair, the assessment results include estimates of cost and a numerical ranking of importance based upon the City of St. Helena's priorities and estimated useful lives of the building systems and components. Also reflected in the assessment's results is the incorporation of any previously collected information in the City of St. Helena's possession. EMG reviews all information collected to ensure accuracy.

In summary, EMG's Project Approach has been developed to address the specific requirements of City of St. Helena. EMG has demonstrated experience in the assessment

of various types of facilities similar to those at City of St. Helena and understands the special implementation, sensitivities, management and communication associated with each.

TECHNICAL APPROACH

Prior to assessments beginning, EMG will conduct a **Kickoff** session to review requirements and to consolidate exhibits such as drawings and prior completed reports.

During the term of the project, EMG will conduct regular **Progress Meetings** to maintain open communication with the entire project team and City of St. Helena. In these meetings, EMG will lead with an agenda that includes a focus on work plan, schedule, and project needs. This will permit the opportunity to proactively address challenges encountered, so that course adjustments may be made. Each meeting will conclude with task assignments, schedules, and goals to be met. EMG will provide City of St. Helena with a weekly written status report that tracks and monitors the progress of the assessments against the schedule submitted. EMG has allocated the following in-person meetings: Kick Off Meeting, and a Final Findings Presentation meeting. Any additional in-person meetings will be on a time and expense basis.

The assessment team will conduct a walk-through survey of the facility and site in order to observe systems and components, identify physical deficiencies and formulate recommendations to remedy the physical deficiencies.

- As a part of the walk-through survey, the assessment team will survey 100% of the facility. In addition, EMG will survey the exterior and grounds, including the building exterior, roofs, sidewalk/ pavement, and other areas as applicable.
- The assessment team will interview the building maintenance staff about the subject property's historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements.
- The assessment team will develop opinions based on their site assessment, interviews with City of St. Helena's building maintenance staff, and interviews with relevant maintenance contractors, municipal authorities, and experience gained on similar properties previously evaluated. The assessment team may also question others who are knowledgeable of the subject property's physical condition and operation or knowledgeable of similar systems to gain comparative information to use in evaluation of the subject property.
- The assessment team will review documents and information provided by City of St. Helena's maintenance staff that could also aid the knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

Pilot Program

To begin the work EMG proposes a **Pilot Program** where we will perform an assessment of a single building and prepare a written Draft Report for review. A meeting will be held with Client staff to review the draft report before assessing the remaining buildings. The assessment team will visit the building to evaluate the general condition of the buildings and site improvements, review available construction documents in order to become familiar with, and be able to comment on the in-place construction systems, life safety, mechanical, electrical and plumbing systems, and the general built environment.

The assessment team will conduct a walk-through survey of the facility and site in order to observe systems and components, identify physical deficiencies and formulate recommendations to remedy the physical deficiencies.

- As a part of the walk-through survey, the assessment team will survey 100% of each facility. In addition, EMG will survey the exterior and grounds, including the building exterior, roofs, sidewalk/ pavement, and recreational/other areas as applicable.
- The assessment team will interview the building maintenance staff about the subject property's historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements.
- The assessment team will develop opinions based on their site assessment, interviews with Client's building maintenance staff, and interviews with relevant maintenance contractors, municipal authorities, and experience gained on similar properties previously evaluated. The assessment team may also question others who are knowledgeable of the subject property's physical condition and operation or knowledgeable of similar systems to gain comparative information to use in evaluation of the subject property.
- The assessment team will review documents and information provided by Client's maintenance staff that could also aid the knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

SITE ASSESSMENTS

The facility condition assessment will focus on the following facility system components:

Site + Infrastructure

- Topography: Observe the general topography and note any unusual or problematic features or conditions observed or reported.
- Ingress and Egress: Identify the major means of access and egress at the facility. Note the locations of the major means of access and egress, and note any unusual or restraining conditions observed or reported.

- Flatwork: Identify the material flatwork at the subject property (sidewalks, plazas, patios, etc.).
- Landscaping and Appurtenances: Identify the material landscaping features, material types of landscaping (fences, retaining walls, etc.), and site appurtenances (irrigation systems, fountains, lighting, signage, ponds, etc.).
- Utilities: Identify the type and provider of the material utilities provided to the property (water, electricity, natural gas, etc.). EMG will assess condition, physical deficiencies, life cycle repair, and replacement issues.

Structural Frame + Building Envelope

- Identify the material elements of the structural frame and exterior walls, including the foundation system, floor framing system, roof framing system, facade or curtain-wall system, glazing system, exterior sealant, doors, and stairways, etc.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Observations may be subject to grade, and rooftop vantage points.
- Visual inspection of observable areas for cracking and moisture infiltration as well as areas of apparent foundation settlement and displacement.
- In the event more information or exploratory testing is required, in order to provide remedial measures, the report may include recommendation for additional investigative testing.

Curtain Wall

- Review curtain wall condition and a sampling of fixed panels on facades to assess hardware and visually review exterior conditions and the condition of waterproofing seals, where accessible without the use of lifts, ladders, scaffolding, suspension devices, or the like; this may include observations from internal and external vantage points, as well as from adjacent structures. Observations are limited to grade and may include accessible balconies or rooftop vantage points.
- Review provided drawings and records of repair, replacement, and maintenance of framing and glazing

Wall Evaluation

- Photograph elevations and details both from internal and external vantage points, as well as from adjacent structures where possible.
- Observe representative operable and fixed panels on all facades, operating a representative sample of units to assess hardware, and to visually inspect exterior conditions and the condition of waterproofing seals.
- Assess curtain wall condition to determine water infiltration, damage, caulk degradation, metal panel degradation, stone degradation and anchoring, and other related curtain wall issues.

Roofing (Non-Invasive Visual)

- Identify the material roof systems including roof type, reported age, slope, drainage, etc. Also identify any unusual roofing conditions or rooftop equipment.
- Observe the general conditions of the roof system such as membranes, attachment methods, flashings, counter flashings, pitch pans, gravel stops, parapets, miscellaneous appurtenances, insulation, etc.
- Observe for evidence of material repairs, significant ponding, or evidence of material roof leaks. Note if a roof warranty is in effect. Note any physical deficiencies identified or any unusual items observed or reported.
- Identify the material rooftop equipment or accessories including antennas, lightning protection, HVAC equipment, solar equipment, etc. Include any material problems reported.

Plumbing

- Identify the material plumbing systems at the subject property including domestic water supply, sanitary sewer, or any special or unusual plumbing systems (such as water features, fuel systems, gas systems, etc.).
- Identify the type and condition of restroom fixtures, drinking fountains and/or other miscellaneous plumbing equipment.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Include any reported material system inadequacies.

Heating

- Identify the material heat generating systems at the subject property.
- Observe the general conditions, identify the reported age of the equipment, note past material component replacements/ upgrades, note the apparent level of maintenance, and identify if a maintenance contract is in place. If heating equipment is not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Identify and observe any special or unusual heating systems or equipment present (such as fireplaces, solar heat, etc.) and note any reported material problems or inadequacies.

Air-Conditioning + Ventilation

- Identify the material air-conditioning and ventilation systems at the subject property. Include material equipment such as cooling towers, chillers (include type of refrigerant used), package units, split systems, air handlers, thermal storage equipment, etc.
- Identify the material distribution systems (supply and return, make-up air, exhaust, etc.) at the subject property.

- Observe the general conditions, identify the reported age of the equipment, note past material component upgrades/ replacements, note the apparent level of maintenance, and identify if a maintenance contract is in place (and the name of the contractor). If air-conditioning and ventilation systems are not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Additionally, include any material reported system inadequacies or operating deficiencies.
- Identify and observe any special or unusual air-conditioning and ventilation systems or equipment (cold storage systems, special computer cooling equipment, etc.) and note any material reported problems or system inadequacies.

Electrical

- Identify the electrical service provided and distribution system at the subject property. Include material switchgear disconnects, circuit breakers, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems.
- Observe general electrical items such as distribution panels, type of wiring, energy management systems, emergency power, lightning protection, etc.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Also note the presence of any special or unusual electrical equipment, systems, or devices at the subject property, and include reported material problems or system inadequacies.

Elevators + Vertical Transportation

- Identify the vertical transportation systems at the subject property. Include the equipment manufacturer, equipment type, location, number, capacity, etc.
- Observe elevator cabs, finishes, call and communication equipment, etc.
- Identify the company that provides elevator/ escalator maintenance at the subject property. Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed or reported including any reported material system inadequacies.
- Out of Scope Issues: Performing any calculations, examination of operating system components such as cables, controller, motors, etc. Entering elevator/ escalator pits or shafts.

Life Safety + Fire Protection

- EMG will identify the material life safety/fire protection systems at the subject property, including sprinklers and stand pipes (wet or dry), fire hydrants, fire alarm systems, water storage, smoke detectors,

fire extinguishers, emergency lighting, stairwell pressurization, smoke evacuation, etc.

- Observe the general conditions and note any material physical deficiencies identified or any unusual items or conditions observed or reported including any reported system inadequacies.

Interior Elements

- EMG will identify offices, special use areas and building standard finishes, including flooring, ceilings, walls, etc. Furnishings and fixed components will be reviewed and included in the cost estimate tables for replacements. Additionally, EMG will identify material building amenities or special features.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed or reported.

Food Service Spaces and Equipment

- Assess all Food Service equipment and spaces including kitchen, cafeteria, and dining and serving areas. Food service equipment (fixed equipment) will be evaluated for adherence to life/ safety code and ventilation requirements as well for condition and capital replacement.

Special Systems and Equipment

- Include all special systems and equipment, such as Emergency Medical Systems (EMC), chillers, radio towers, equipment lifts, chair lifts, chemical storage or treatment areas, storage tanks, dumbwaiters, vaults, public address systems, and telephone systems.

Accessibility Compliance

- EMG will provide a general statement of the subject building's compliance to the Americans with Disabilities Act to help identify whether City of St. Helena may be exposed to issues and whether there is the need for further review.
- EMG will evaluate interior and exterior elements that could present external or internal barriers to accessibility by disabled persons.

Moisture Affected Materials (Mold)

- EMG will perform a limited assessment of accessible areas for the presence of mold, conditions conducive to mold growth, and/or evidence of moisture. We will also interview project personnel regarding the presence of any known or suspected mold, elevated relative humidity, water intrusion, or mildew-like odors. Potentially affected areas will be photographed and recommendations for any additional moisture intrusion studies will be made.

Environmental Features

- EMG will review environmental features of the property, to include appearance, cleanliness, acoustics, ventilation, and humidity.

Lead-based Paint

- A review of existing testing data and other documentation regarding lead-based paint that is available onsite is included in the cost of the Facilities Condition Assessment. EMG will evaluate physical condition and will develop cost estimates for remediation of paint necessitated by pending renovations.
- EMG has the capability to provide a licensed lead-based paint inspector to conduct testing using an x-ray fluorescence analyzer at the Project as an additional service. The instrument is completely non-destructive and yields instantaneous results.

Asbestos

- A review of existing testing data and other documentation regarding asbestos that is available onsite is included in the cost of the Facilities Condition Assessment. EMG will evaluate physical condition and will develop cost estimates for remediation of asbestos likely to be disturbed by renovations.
- If asbestos testing is requested, EMG will provide a licensed asbestos inspector to collect samples of suspect asbestos-containing materials at the Project as an additional service. Scope of this sampling will be determined after review of existing data, costs will be based on daily rate plus the cost of analysis.

Energy Conservation Analysis

- As part of the analysis of all evaluated systems mentioned above, EMG will consider energy conservation savings when making repair or replace recommendations and include these projects in the project prioritization.
- EMG can provide as additional services an Energy Audit (ASHRAE Level I, II, or III) or Benchmarking (EnergyStar) services.

RANKING AND CLASSIFICATION

Based upon our observations, research and judgment, along with consulting commonly accepted empirical Expected Useful Life (EUL) tables; EMG will render our opinion as to when a system or component will most probably necessitate replacement.

Accurate historical replacement records provided by the facility manager are typically the best source for this data. Exposure to the weather elements, initial system quality and installation, extent of use, the quality and amount of preventive maintenance exercised are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age.

The analysis will include all cost observations be ranked by Priority Classes. **The five classes below are typical but can be altered to meet your specifications and needs:**

Priority 1: Currently Critical (Immediate): Requiring immediate action including a cited safety hazard and areas of accelerated deterioration, returning a building component to normal.

Priority 2: Potentially Critical (Year 1): Requiring action in the next year including components experiencing intermittent operations, potential life safety issues, and rapid deterioration, returning a building component to normal operation.

Priority 3: Necessary – Not Yet Critical (Years 2-3): Requiring appropriate attention to preclude predictable deterioration, potential downtime, additional damage, and higher costs to remediation if deferred further.

Priority 4: Recommended (Years 4-5): Representing a sensible improvement to the existing conditions (not required for the most basic function of the facility; however, will improve overall usability and/or reduce long-term maintenance costs).

Priority 5: Does Not Meet Current Code but “Grandfathered”: No Action required at this time but should substantial work be undertaken correction would be required.

The deficiencies observed will be classified into categories such as those below using the Uniformat System (up to 8 levels).

- Site
- Architectural
- Exterior Systems
- Exterior Finishes
- Life Safety Systems
- Heating, Ventilation and Air Conditioning
- Systems
- Plumbing Systems
- Electrical and Service Distribution Systems
- Special Electrical Systems
- Fire Suppression Systems
- Special Construction
- Interior Systems
- Interior Finishes
- Vertical Transportation
- Telephone infrastructure and systems
- Data Infrastructure and server rooms



COST ESTIMATING

Each report will include a Capital Needs Analysis including an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The report narrative will discuss options for repair of the deficiency, and the capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item.

A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings. In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair, but may, at City of St. Helena’s option, also include project management costs, construction fees, and design fees. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects. After determining these costs, we will confirm these costs with City of St. Helena’s staff.

EMG’s cost estimating database is comprised of both Whitestone Research and RS Means data, and further customized with proprietary cost tables developed by EMG, based on historical and localized actual costs. EMG maintains and updates our cost estimating system with information received from the field. Through construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows us to calculate costs based on local conditions to maintain a cost database that is typically more current than Whitestone Research and RS Means’ models.

REPORT DELIVERABLES

EMG will provide a report including a description of each of the building components and systems as described in the approach sections above. Each report is organized by building system and will include digital photos of major systems and components and of all deficiencies identified. Reports will include discussion

of current and anticipated repairs and deficiencies, and applicable options for repair or maintenance of building components.

The Capital Needs analysis will include a cost database sorted by building system and ranked by priority for repair. The format of the database will allow for the customization of reporting by building, by system, or by priority for repair, and a year-by-year analysis of capital needs.

A report will be generated for each building that includes discussion of recommended repairs and component life cycle replacements. A **Facility Condition Index** will be calculated for each building. This index will be a function of required repairs compared to building replacement costs. The Facility Condition Index will be generated from the data collection/capital planning database and will be updated as components age or are replaced.

Reports will reflect a 5-10-15-20 or 25 year capital plan based on EMG's 20-year building system evaluation. The analysis will include a cost table sorted by building and system and ranked by priority for repair. Tables will allow for the customization of reporting and a year-by-year capital needs analysis. The report will include:

- A 5-10-15-20 or 25 Year Capital Plan with an Executive Summary with graphic presentation of results to provide a quick, user-friendly summary of the property's observed condition and estimated costs assigned by category. These estimated costs shall be cross-referenced to report sections where an elaboration of cost issues will be presented.
- Components observed that are exhibiting deferred maintenance issues and provide estimates for immediate and capital repair costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last five-year periods, or currently under contract. EMG shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- Recommended schedule for replacement or repairs (schedule of priorities).
- Digital photographs for the buildings including photos of deficiencies.
- General description of the property and improvements and comment generally on observed conditions.
- Critical repairs and life safety issues separately from repairs anticipated over the term of the analysis.
- Facility Condition Index (FCI) number for the building.

EMG will provide draft reports electronically via an Adobe Acrobat PDF. EMG can deliver bound hard copy final reports (per the contract requirements) and CDs with complete reports on each. All electronic copies of the report will include all text, deficiency tables, digital photos, and supporting documentation and report appendices. EMG regularly takes measures to minimize impacts to the environment in the delivery of services. In lieu of printing reports and meeting minutes, EMG makes an effort to be stewards of the environment by using digital distribution for materials. When appropriate, we suggest that in-person

meetings be done by teleconference or video conference – in order to save on fossil fuels.

APPRAISALS

EMG welcomes Ward Levy Appraisal Group to our team to provide current market values of City-owned properties based on current zoning as well as highest-and best use. They have done appraisals for the City of St. Helena and other local municipalities before.

MAINTENANCE MANAGEMENT PLAN

EMG will provide an assessment of the City's current maintenance efforts as compared to industry standards. EMG will provide recommendations for preventive maintenance sufficient to keep building equipment and systems in safe, reliable and efficient condition. EMG will also provide recommendations for regular cleaning and periodic deep cleaning required to maintain safe and sanitary conditions in all facilities. Recommendations will be based on industry standards and will include associated costs.

RECOMMENDED ASSET MANAGEMENT PROTOCOL

Many agencies that have instituted facility condition assessment programs have set protocol to re-inspect facilities on a cycle of every 3 to 5 years or longer depending on what industry they are in. Best practice is to have your facility condition assessments updated every 5 years.

We suggest that you include in your contract the option to have EMG revisit your sites on an annual basis with the goal of assessing 20% of your properties each year. This allows you strategically budget for updates without a large single expenditure every 5 years and keep your facility condition assessment program updated continually.

ADDITIONAL SERVICES AVAILABLE

Many of our services can be combined with our Facilities Condition and Needs Assessment field mobilization. By having our assessors collect additional data while we are in the field, this can save you money on other planning and risk management endeavors you may have scheduled for in the future. These services include:

- Energy Audit – ASHRAE Level II
- ADA – Measured Study
- Equipment Inventory
- Barcoding or QR Codes
- Space Utilization Planning
- Security Threat Assessment
- Environmental Assessments
- Roof Coring and Testing
- Routine Preventative Maintenance Plans
- CAD Drawing Updates
- Seismic / Structural Studies
- CMMS Consultation
- Construction Monitoring (QA/QC)
- Project Management

COMMITMENT TO PROJECT BUDGET

4



COST PROPOSAL

EMG can effectively complete this project within the budget indicated below.

Facilities Condition and Needs Assessments

Total Base Fee \$80,869.20

Additional Buildings \$0.20 / SF

Minimum \$3300.00 per trip

Minimum \$2200.00 per building

Hourly Fee Schedule*

Team Role	Hourly Rate
Project Executive	\$175
Program Manager	\$135
Assessment Team PE/RA	\$115
Quality Control Manager	\$125
Administrative	\$60

*No overtime charges, Rates will increase up to 5% annually.

ABILITY TO COMPLETE THE PROJECT WITHIN BUDGET

EMG's pricing structure is based upon the principle of payment for quality and value. We have developed practices and processes to minimize project costs and maximize quality. Through our years of experience and management of numerous similar projects, we have developed methods to create an effective pricing strategy for our clients. EMG has a great track record for not issuing change orders – unless it is for additional services. Below, we have listed examples of our efforts to control costs:

Project Kick-Off

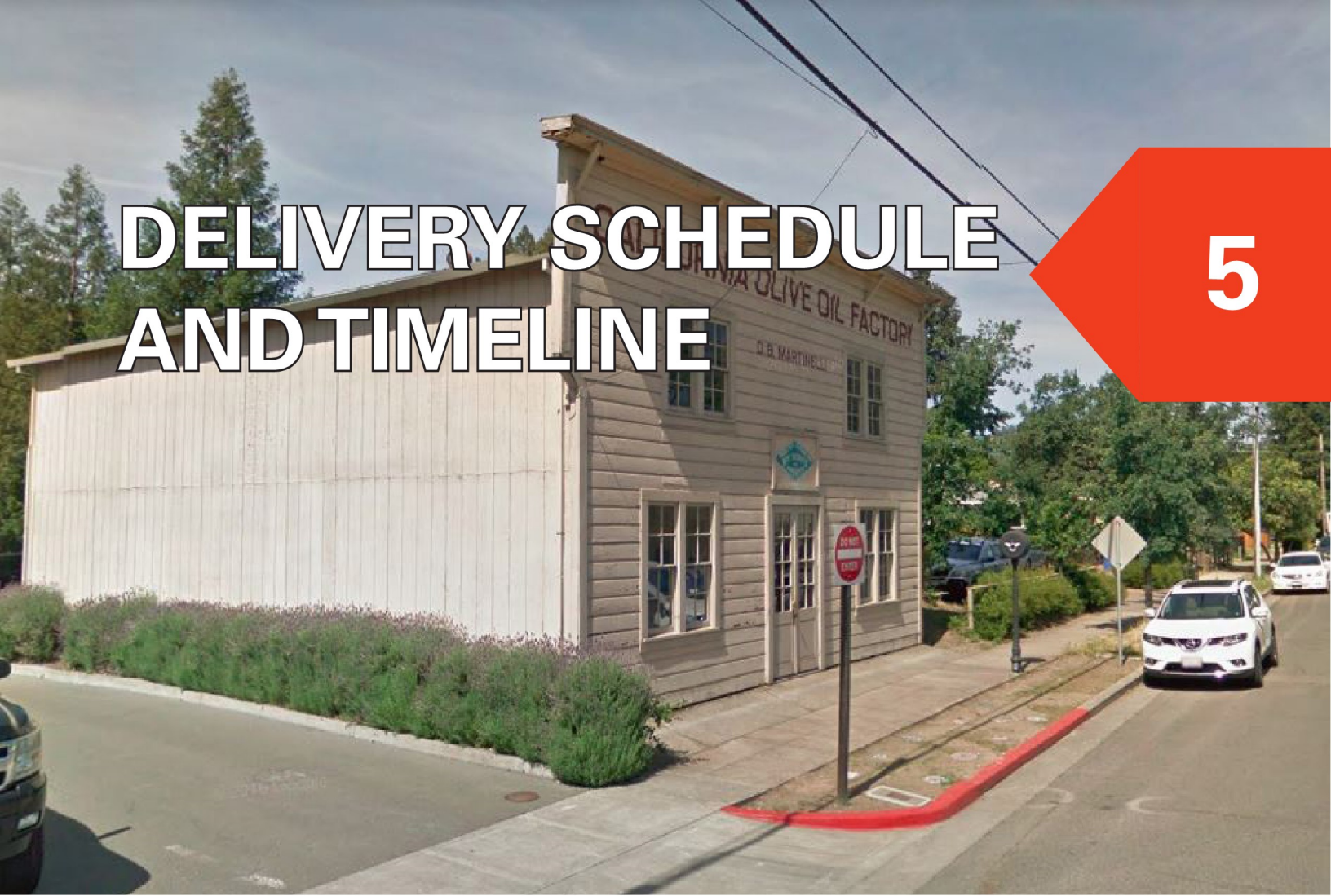
EMG conducts a project kick-off meeting within 24 hours of the engagement. Each member of the task force attends, and the client is connected via audio-conference, along with the lender or other appropriate parties. The purpose of this kick-off meeting is to open the lines of communication between the necessary parties and to gain a consistent understanding of the client's goals and objectives, scope of work, and sensitivities. The client participates by providing an overview of the transaction and answers questions posed by each of the task force members. Each task force member leaves the meeting with an understanding of the project and the information required to deliver the services and resolve issues that may arise. This part of the process is significant to cost control because the initial the coordination with the client establishes the appropriate level of environmental due diligence expectations, resulting in effective management and scheduling of in-house personnel and quality control, ensuring all expectations are expectations are understood and met, first-hand.

Coordination of On-Site Efforts

Another difficulty that can jeopardize the project involves adequate access to the buildings. We expect that a representative from the City will be present during the onsite assessment observations. This is, in many cases, a logistics challenge, as there are competing priorities for the City's representative's time. EMG will utilize the skills of its Field Management staff and Program Manager in working with City staff in scheduling on site observations. In addition, the EMG field staff is skilled and trained in performing on-site evaluation and are prepared to be flexible in working with the City staff in the coordination of the on-site visits. We plan to use Microsoft Project as our scheduling and project management software for this project. Our project schedule is included in Section 5 and will be presented at kick-off. We find that by presenting a building-by-building schedule as early as possible in the project, the City will be able to respond and arrange access, and EMG will work around any identified schedule conflicts. This positively impacts cost and punctual delivery. Furthermore, we plan to curtail travel costs by utilizing members of the nationwide staff with the closest geographic proximity to the sites.

DELIVERY SCHEDULE AND TIMELINE

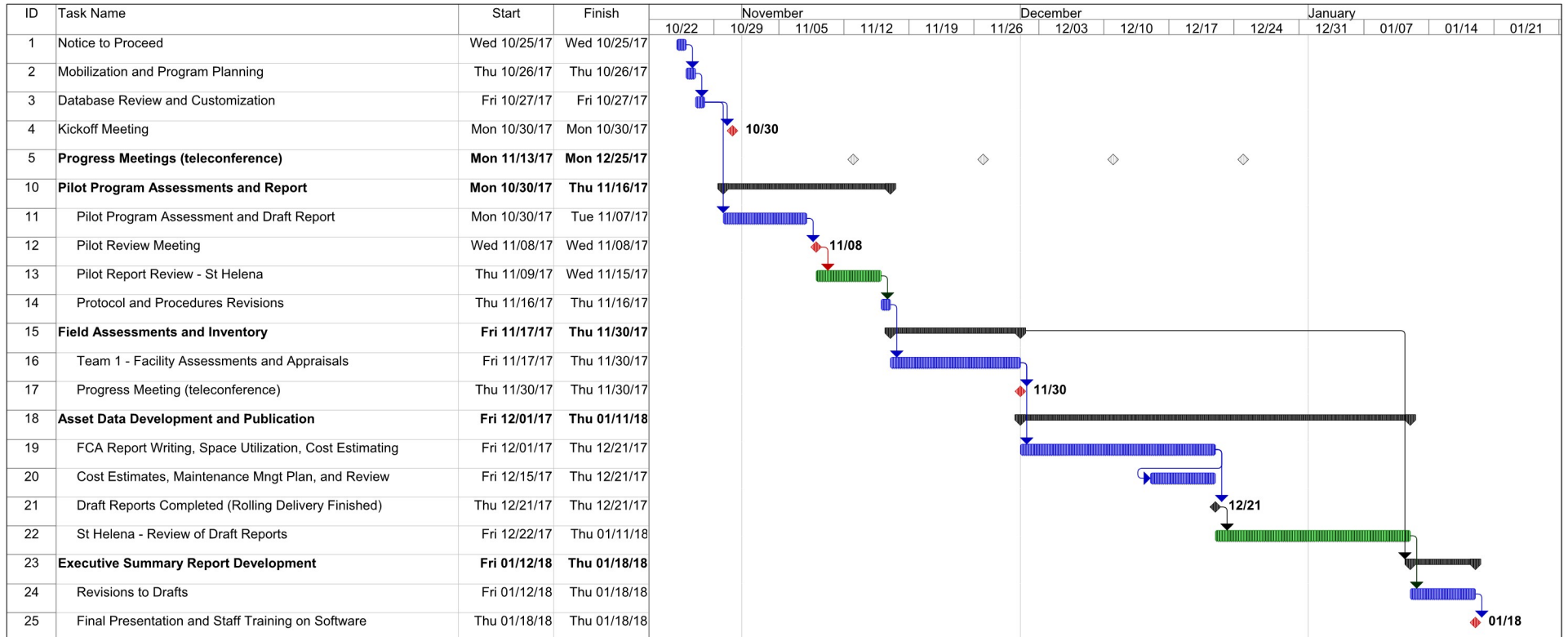
5



SCHEDULE

EMG has the capability and experience to comply with set schedules. We will have a dedicated **Program Manager, Mr. Matthew Anderson** serve as the **direct point of contact** for the City of St. Helena during the entire project. Mr. Anderson will manage the kick-off, coordination of the field teams during the on-site assessments, and reporting process. The City of St. Helena will also have access to Project Executive, Erik Piller and Quality Assurance Manager, Mark Surdam, RA, as needed, as well as the entire Assessment Team throughout the duration of the project.

EMG has a proven track record in **exceeding client expectations for meeting deadlines and project schedules** and is committed to the **timeliness and efficiency of report deliveries**.



Project: Proposed FCA Schedule Date: Fri 09/29/17	Task		External Tasks		Manual Task		Finish-only	
	Split		External Milestone		Duration-only		Progress	
	Milestone		Inactive Task		Manual Summary Rollup		Deadline	
	Summary		Inactive Milestone		Manual Summary			
	Project Summary		Inactive Summary		Start-only			

REGARDING COMMITMENT FROM THE CITY OF ST. HELENA

Our project plan details three distinct phases of the project. During each phase, we will require coordination and support from facility management.

Data Gathering Phase – During this phase, we will need the support of staff who can provide us access to drawings and records. The following is a typical list of exhibits requested.

- Inspection Reports (sewer, boiler, chiller, etc)
- Building Systems Maintenance Records
- Building Plans (can be viewed on-site)
- Capital Expenditure Schedules (prior or planned)
- Fire Protection/Life Safety Plans
- Prior Assessments (CNA, PNA, PCA, etc.)
- Site Plan/Floor Plans
- Accessibility Transition Plans/Self Evaluations

In addition to the drawings and records, we will supply a pre-survey questionnaire for each building. Our expectation is that someone with knowledge of maintenance and operations at the building will complete this survey and be prepared to discuss it with us while on site

Site Phase – During the site phase, we will need support in the form of escorts while in the building to help us access mechanical areas, to discuss with us any known issues in the building, and to answer other technical questions.

Report Review Stage - During the reports review stage – we will provide a complete report for each building. This report will include a narrative discussion of building systems and issues, as well as a 20-year projection of all capital needs. We need the support of facilities management to review these reports and provide feedback. These reports will be reviewed individually with facilities personnel most knowledgeable about the sites, and findings will be reviewed with stakeholders at the department head level.

REFERENCE REVIEW

6



Napa County

FACILITY CONDITION ASSESSMENTS / INVENTORY



DudeSolutions partnered with EMG to perform Facility Condition Assessments for 166,197 SF of facilities for the County of Napa, California. The assessment included thorough examination and lifecycle assessment of the buildings, property, and major systems including plumbing, mechanical, electrical, roofing, seismic risk, general code compliance, and ADA compliance. EMG completed a comprehensive reserve schedule to help in the budgeting and replacement of assets as needed over the next 20 years. The project prioritized capital improvement projects, repairs, replacements, and maintenance.

This project included EMG's AssetCALC database which was exported to FacilityDude's MaintenanceEdge® and Capital Forecast modules computerized Maintenance Management System (CMMS).



SERVICES

Facility Condition Assessment / Inventory

SIZE

2 Buildings
166,197 SF

COMPLETION

September 2016

FEES

\$12,250.00

REFERENCE

Liz Habkirk
Deputy Director of Public Works
Napa County
1195 3rd Street
Napa, CA 94559
(707) 259-8321
liz.habkirk@countyofnapa.org

City of South San Francisco

FACILITY CONDITION ASSESSMENT



The City of South San Francisco selected EMG to develop a Comprehensive Facilities Condition and Needs Assessment for 45 city facilities. This Assessment will be a guiding document to prioritize, recommend, and address future facility improvements in the near term.

The evaluation team conducted walk-through surveys of the buildings in order to observe building systems and components, identify physical deficiencies and formulate recommendations to remedy the physical deficiencies. A Facility Condition Index (FCI) was calculated for each site.

EMG also included an assessment of building security and occupant safety as part of the Facility Condition report. The City asked for a strategy for efficient placement of employees and location of department office areas. The Project was completed on time and within budget.



SERVICES

Facility and Park Condition Assessments

SIZE

19 Buildings, 26 Parks

COMPLETION

December 2016

FEES

\$105,066.00

REFERENCE

Patrick Caylao
Engineer
City of South San Francisco
315 Maple Avenue
South San Francisco, CA 94080
(650) 829-6668
Patrick.Caylao@ssf.net

City of Redwood City

FACILITY CONDITION ASSESSMENTS AND ENERGY AUDITS



EMG was retained by City of Redwood City to perform Facility Condition Assessments and Energy Audits on 29 city-owned facilities, totaling 787,654 square feet of space. The facilities include City Hall, Community Centers, Libraries, Fire Stations, Pools, Garages, Department of Public Works, Maintenance Center, Police Department, and Senior Center.

EMG's evaluation of the City's facilities includes observing the general condition of each building and site improvements, reviewing available construction documents, and assessing in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.

Deliverables will include combined FCA and Energy reports for each facility, a preventative maintenance report, a solar feasibility report, and Energy Benchmarking data entry. EMG has completed 90% of the site visits and anticipates the project will be completed according to the agreed-upon schedule and within the allotted budget.



SERVICES

Facility Condition Assessments, Green PNA & Energy Audits

SIZE

20 Buildings

COMPLETION

May 2017

FEES

\$115,906.00

REFERENCE

Daniel Stewart
Public Works
Superintendent
City of Redwood City
1400 Broadway
Redwood City, CA 94063
(650) 780-7472
dstewart@redwoodcity.org

City of Monterey

FACILITY CONDITION ASSESSMENT



EMG was contracted to perform a facility condition assessment and equipment inventory for 445,861 square feet of facilities, including fire station. Community centers, parking structures and wharfs. The facilities were assessed to the building system and component levels for condition, remaining life cycle, cost to replace, and evaluation of repair versus replace options.

The property assessments included complete visual inspections of facility components (exterior systems, interior finishes, fire/life systems, accessibility issues, MEP systems). We will describe facility deficiencies, provided corrective action for each deficiency, and establish prioritization standards to characterize deficiencies.

EMG established a database to include square footage delineations, immediate/ short-term repairs and 10-year capital estimates, and digital full color photographs of each property. The database provides a property description and improvements and comments on observed conditions. The project came in on time and within budget.



SERVICES

Facility Condition Assessment

SIZE

17 Facilities / Sites,
445,861 SF

COMPLETION

May 2015

FEES

\$51,735.00

REFERENCE

Janna Aldrete
City of Monterey
353 Camino El Estero
Monterey, California 93940
(831) 646-1743
aldrete@monterey.org

Exhibit B
“Compensation”

Compensation for the above referenced scope of work shall not exceed \$80,869.20.

The pricing stated herein is fixed price for the scope detailed in the RFP/proposal. EMG will invoice monthly for work completed in prior month. EMG will invoice 95% of allocated fees for submittal of draft report and 5% balance upon submittal of final reports. This is done as a convenience to client and does not reflect any reduction in total fee in event client does not pursue final reports. An invoice for the 5% balance will be submitted upon submittal of final reports or 60 days from submittal of draft reports whichever is sooner. All invoices will be payable within 30 days.

An additional \$10,000 is to be added on a contingency basis, which will be negotiated prior to execution, on a time and materials, as-needed, basis at the City Manager’s discretion.

MEMORANDUM
PUBLIC WORKS DEPARTMENT



DATE: October 24, 2017

FROM: Allison Mattioli, Management Analyst

RE: EMG Agreement for Facilities Condition and Needs Assessment services

Please note that Section 20 (Attorney's Fees), of the agreement, has been excluded from EMG's professional services agreement per the consultant's request. Legal has advised that the removal of this section is a City decision, and that most consultants, particularly consultants from smaller firms, prefer not to include the attorney's fee obligation, as it is typically uninsurable, or if insurable, can be very costly. The City is of the opinion that due to the low risk nature of the work included in the scope of services to be provided by EMG, that the deletion of Section 20 is acceptable.

CITY OF ST. HELENA

RESOLUTION NO. 2017-146

A resolution of the City Council of the City of St. Helena authorizing the City Manager to execute an agreement with EMG for facilities condition and needs assessment services for an amount not to exceed \$80,869.20, authorizing the City Manager to execute amendments up to \$10,000 and authorizing a Fiscal Year 17/18 budget increase to 101-5000-2145 in an amount not to exceed \$90,869.20

RECITALS

- A. The City of St. Helena requested proposals for facilities condition and needs assessment services in accordance with City Council direction; and
- B. City staff and the Council subcommittee reviewed the proposals received in accordance with the criteria and values set forth in the Request for Proposals; and
- C. Subsequent to the reviewing and scoring process two firms were selected to interview; and
- D. EMG was unanimously selected as the firm best suited to meet the City's needs due to the qualifications of the firm; and
- E. A budget increase of \$90,869.20 to Public Works' Other Contract Services account 101-5000-2145 is necessary to cover the expense.

RESOLUTION

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


- 1. The Finance Director is authorized to make a budget increase for Fiscal Year 17/18 of \$90,869.20 to the Public Works' Other Contract Services account, 101-5000-2145.
- 2. The City Manager is authorized to execute a professional services agreement with EMG in an amount not to exceed \$80,869.20, as well as amendments up to \$10,000.

Approved at a Regular Meeting of the St. Helena City Council on October 24, 2017 by the following vote:

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

APPROVED:

ATTEST:


Alan Galbraith, Mayor


Cindy Tzafopoulos, City Clerk

