



CITY OF CRESCENT CITY
REQUEST FOR PROPOSALS (RFP)

CITY OF CRESCENT CITY
REQUEST FOR QUALIFICATIONS AND PROPOSALS
FOR PROFESSIONAL CONSULTING SERVICES
FOR THE SUPERVISORY CONTROL AND
DATA ACQUISITION (SCADA)
SYSTEM MASTER PLAN
November 4, 2016

Proposal Deadline: December 2, 2016 no later than 4:00 p.m.

INVITATION FOR QUALIFICATIONS AND PROPOSALS

The City of Crescent City is requesting qualifications and proposals that lead to the selection of a qualified firm to provide a Supervisory Control and Data Acquisition (SCADA) System Master Plan for the City's Water and Wastewater Utilities. This Request for Qualifications and Proposals describes the scope of services, consultant selection process, and mandatory information that must be included in response to this Request for Proposal (RFP).

The RFP process is intended to establish the most qualified consultant who will then enter into a Contract, the form of which is included as Exhibit 1. The agreement shall be structured to compensate for the work in a manner to be negotiated, such as a fixed price, cost plus fixed fee or time and expense with an agreed budget.

POLICY AND PROCEDURES:

- Respondents are encouraged to carefully review this RFP in its entirety prior to preparation of the Proposals. All documents must be submitted in accordance with the standards and specifications contained within this RFP.
- A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of any form, or other irregularities that may constitute a material change to the RFP.
- All responses to this RFP become the property of the City of Crescent City.
- The City of Crescent City reserves the sole right to judge the Consultant's representation, either written or oral.
- The City of Crescent City may at its option, invite one or more of the Consultants to make an in person presentation to Committee before a final selection is made.
- This solicitation does not commit the City of Crescent City to award a contract, to pay any cost incurred with the preparation of a proposal, or to procure or contract for services or supplies.
- The City of Crescent City reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with any qualified source, or cancel in whole or in part this proposal process if it is in the best interest of the City of Crescent City to do so.

DEADLINE FOR SUBMISSION

Parties interested in responding must submit 6 hard copies, and 1 electronic copy of their Proposals. Label the outside of the package **“Proposal for Professional Consulting Services for the Supervisory Control and Data Acquisition (SCADA) System Master Plan, Attention: Eric Wier.”** Proposals received after the Proposal Deadline will not be accepted by the City.

Proposal Deadline: **December 2, 2016 no later than 4:00 p.m.**

Location: City of Crescent City
Public Works Department
377 J Street
Crescent City, CA 95531
Attn: Eric Wier

BACKGROUND

Crescent City is located in Del Norte County on the Northern California Coast approximately 15 miles south of the Oregon border. The town is a popular stopping point for tourists driving along the Northern California Coast or visiting the Smith River National Recreational Area. It is also a popular commercial and recreational fishing destination. Besides tourism, major industries in the region include agriculture, timber, fishing and the Pelican Bay State Prison.

The City owns and operates a regional Wastewater Treatment Plant, Sewer Collection Facilities, Water Distribution Facilities, including water tanks, elevated water tanks and water pumps. A Public Swimming Pool, Fire Station, Police Station, Housing Authority, a Public Works Service Yard and an Administrative Office Facility.

SCOPE OF SERVICES

A. Existing System

The City of Crescent City wishes to upgrade the Supervisory Control and Data Acquisition (SCADA) systems used to control and monitor operations and archive data for its Wastewater Pumping Stations, Wastewater Treatment Plant and water delivery and storage systems.

In General the existing systems are as follows:

The Crescent City Wastewater Treatment Plant was reconstructed between 2006 and 2010. During the reconstruction a new RSView SCADA System was developed and installed.

The Crescent City and County Service Area Wastewater Collection System has twenty-one (21) lift stations that are being rebuilt or retrofitted within the next couple of years. As part of that rebuild, new control panels are being placed in each of the stations. At this time the stations have a leased phone line that alerts operators for low and high level conditions as well as communication failures. This system is very antiquated and needs to be completely replaced.

The City of Crescent City has an antiquated 1999 Water SCADA System. This system will need to be evaluated and possibly totally replaced. This system currently monitors and or controls the following water functions:

- Three pumps at the Ranney Collector, for on/off.
- Chlorine residual and flow rate at Chlorine Building.
- Elevation of the water in the Elevated Tank.
- Water elevation in the Washington Tank and associated pump operation status.
- Water elevation in the Amador Tank and associated pump operations.

Within the next year the City will be replacing the Elevated Tank with a Pressure Reducing Valve (PRV) System. As such, the new SCADA System will need to control source pumps at the Ranney Collector using pressure data associated with the PRV System.

Attached are schematics of the existing Crescent City Water System, the Crescent City Sewage Collection System, the Crescent City Wastewater Treatment Plant process, and the County Service Area Sewage Collection System.

B. Scope of Work

The City intends to hire a qualified consulting firm to prepare a Master Plan for the SCADA System for the City utilities. That includes the Wastewater Treatment Plant, Wastewater Collection System and Water System. This Master Plan will then be used as the framework for the RFP for the development of the new City SCADA System. This work will include the following:

Task 1 – Data Collection

- a) Thoroughly familiarize yourself with the RSView SCADA System at the Crescent City Wastewater Treatment Plant.
- b) Familiarize yourself with the Regional Wastewater Collection System.
- c) Review the existing water SCADA System and become familiar with all of components of the Crescent City Water System.
- d) Meet with City staff and identify known concerns and issues.
- e) Identify and document City's current SCADA System with current industry standards and address functionality deficiencies.
- f) Conduct an assessment of existing field instrumentation devices

Task 2 – Master Plan Development

Consultant to hold and officiate at a formal meeting with City staff to review results of Consultants data collection efforts and to begin focusing Consultant on future SCADA System configurations. Possible topics to be discussed:

- a. RSView at treatment plants life expectancy and necessary upgrades to that system.
- b. RSView as possible SCADA alternative for wastewater collection and water system.
- c. Benefit analysis of one SCADA system for all three utilities or three separate SCADA systems.
- d. Estimate future growth/expansion options for SCADA System.
- e. Develop a comprehensive SCADA security system as defined by industry best practices.
- f. Perform an evaluation assessment of obsolescence timeline.
- g. Communication system infrastructure assessment of the water and wastewater SCADA systems.
 - o Identify radio telemetry options (line of sight and non-line of sight).
Recommend Telemetry functionality improvements.
- h. Personnel access to system.
 - o Identify best practices for the tier of users and develop plan to administer user access and permissions.
 - o Identify the technology to ensure emergency notifications are appropriately received.
 - o Identify best practices for remote access
- i. SCADA Historian
 - o All authorized Users should be able to access historical data.
 - o Identify available historian platforms.
- j. Spare parts inventory availability.
- k. Evaluate best options for on premise or cloud based systems.
- l. Basic data archival systems and how they work.
- m. Data collection and retrieval options for each of the three systems.
- n. Archived data organization with chart and graphic presentation.
- o. Focused discussion on lift station SCADA system to decide what information will be collected and operations controlled.
- p. Discuss what control the SCADA system should have over the lift station motors and set points.

- q. Consultant to discuss type of control panels with necessary PLC's for all of the existing lift stations.
- r. Discuss available communication systems between remote locations and SCADA computers.
- s. Discuss the overall water system SCADA needs.
- t. Discuss water system security and if SCADA can be used as a tool in monitoring, archiving and/or alarms.
- u. Discuss strategies to maximize system uptime in the event of power outages

- v. Discuss strategies for fault tolerance in the event of a system failure

Draft Master Plan prepared for City review including:

Alternative Analysis: The consultant shall provide the City with options prior to the development of final recommendations. This information shall be provided to staff for feedback.

Recommendations: The consultant shall utilize all documents and data collected to create recommendations which will be presented to the City. These recommendations will be provided in a written draft for the City's review.

- Provide recommendations, priorities, cost estimates and implementation plans for problems that have been identified.
- Recommend replacement and/or upgrade of components.
- Prepare cost estimates for implementation.
- Recommend redundancy-disaster recovery plan.
- Recommend system maintenance requirements.
- Estimate system life cycle (initial costs and annual operating costs).
- Develop strategies to maximize the time the system remains a practical operations tool.
- Submit preliminary SCADA system improvements study to the City for review.
- Identify other items for the City to consider.

Consultant to hold another formal meeting with City staff to discuss the Draft Master Plan. At that meeting questions will be asked and decisions made on which system the City feels would work as future SCADA System.

Task 3 - Consultant to finalize Master Plan and prepare a cost estimate for what the SCADA System proposed in the Master Plan would cost. That is a cost for the Wastewater Treatment Plant SCADA upgrades, Wastewater Collection System, SCADA and the Water system SCADA.

CONTENTS OF PROPOSAL

Consideration of qualifications by the City is contingent upon the submission of the mandatory information identified in this section. Failure to include any information may result in the rejection of the proposal. Any exceptions to the General Conditions need to be noted. Additional and supplemental information may be submitted, so far as it pertains to and clarifies the data sought by this RFP. All information required by the RFP shall be completely and fully provided. If the City determines that any information provided in the Proposal is false or misleading the City will reject the Proposal.

For ease of review and to facilitate evaluation, the Proposal submitted for this Project must be organized in order as follows:

A. COVER PAGE

Indicate the name of the firm or association and the Project title.

B. COVER LETTER

This letter shall provide a brief introduction including the name and address of the proposing firm and name, title, address, telephone number, fax number and email of the person(s) authorized to represent the firm. The California license number and the name of the person who will serve as the Proposer's contact shall be included. The letter shall be signed by an officer of the firm who is authorized to bind the firm to all commitments made for this project.

C. ORGANIZATION OF FIRM

1. Information pertaining to the structure and organization of the firm, including the name of the sole proprietor, or if a corporation, partnership, or joint venture, the names of all principals and firms which constitute the corporation, partnership, or joint venture.
2. Provide specific information concerning your firm in this section. Include the firm size, number and type of professional staff, number of years in the business and the location where the work will be performed.
3. If two or more firms are involved in an association or a joint venture for this Project, provide information concerning past associations and outline the working relationship for this Project between the firms, e.g., indicate where

management responsibility resides and where quality control, design, and production coordination will be performed.

D. RELATED WORK EXPERIENCE AND QUALIFICATIONS

1. Provide a statement of qualifications and illustrations of your firm's major projects associated with developing SCADA System Master Plans.
2. Provide specific information concerning your firm's experience and technical capability in SCADA network integration and master planning.
3. Provide a detailed statement of qualifications and illustrations of SCADA projects and master plans managed by the proposed Project Manager. This individual is to be identified by name.

E. STAFFING AND SUPPORT

The Proposal shall identify resources to be utilized to perform Scope of Services set forth in this RFP. This is to include staff to be assigned to this Project, sub-consultants (if any) and the Project staff organization. This shall also include the anticipated level of work that each will perform.

F. KEY PERSONNEL

Provide the name(s) of all personnel who will be specifically assigned to provide engineering support. Identify the roles of each person assigned and provide a summary of their relevant experience as it relates to developing SCADA System Master Plans.

G. REFERENCES

Provide a minimum of three (3) references for similar projects for the Proposer firm and each of the key personnel identified in the Proposal. Include a telephone number and the name of a key contact reference person.

H. PROJECT SCHEDULE

Provide a schedule indicating anticipated milestones. The schedule shall include the estimated time to complete each task and shall include anticipated time for client review of interim work deliverables.

I. FEE PROPOSAL, STAFFING PLAN, HOURLY RATES AND REIMBURSABLE COST SCHEDULE FOR THE SCOPE OF BASIC SERVICES

In a separate sealed envelope marked “CONFIDENTIAL FEE PROPOSAL OF [NAME OF PROPOSER]”, submit the following (which will be utilized in the negotiations with the successful Proposer):

1. Fee proposal: provide a detailed breakdown by each discipline with the hourly rate of personnel to be assigned to the project, any consumable charges, mark-ups on material and other reimbursable cost and profit.

2. Fee to be scheduled in the agreement shall be structured to compensate for the work in a manner to be negotiated, such as a fixed price, cost plus fixed fee or time and expense with an agreed budget.

J. MINIMUM INSURANCE REQUIREMENTS

A statement from the firm stating they can meet the minimum insurance requirements outlined in this RFP.

SELECTION, NEGOTIATION OF FEE, AND ENGAGEMENT PROCESS

The City will review all proposals initially to verify that the Proposers and Proposals meet the requirements set forth in this RFP. After determining the Consultant that meets the mandatory requirements and whose proposals are responsive, the firms will receive a preliminary evaluation.

The selection process will include an interview of the four most qualified proposers based on their submitted Proposal. The interviews will be held after review of the written Proposals.

EVALUATION SCORING CRITERIA

- | | | |
|----|---|----|
| A. | Comprehensiveness of Application | 10 |
| B. | Qualifications based on overall professional and practical experience of firm and key personnel (provide references). Include Specific experience of firm and key personnel in completion of | 35 |

Municipal Utility SCADA Master Plans / Design & References

| | | |
|----|---|-------------------|
| C. | Project implementation/approach, including the ability to perform, ability to complete the project on time and within budget, and experience and availability of key personnel. Provide list of projects and contacts/references. | 35 |
| D. | Proposed schedule for performance of Scope of Services. | <u>20</u> |
| | <u>TOTAL</u> | <u>100</u> |

The City reserves the right to request additional information which, in the City’s opinion, is necessary to evaluate whether a Proposer’s qualifications, experience, number of qualified employees, business organization, and financial resources are adequate to perform the Services required for the Project.

All Proposers must be available for an in person interview on **December 15, 2016**. The selection process will include an interview of the four most qualified Proposers based on their submitted Proposal. Interviewees will be scored using the same criteria as stated above. The final scoring sheet as scored after the interview will be used to determine the selected consultant.

The City will attempt to negotiate a mutually agreeable professional services agreement with the selected Consultant. In the event the City is unable to negotiate a satisfactory contract, negotiations shall be formally terminated. Negotiations will then commence with the next most qualified Consultant. Upon reaching a satisfactory agreement, a recommendation will be made to the City Council for award of the contract.

Should the City be unable to negotiate a satisfactory contract with any of the qualified firms, the City shall take whatever action is deemed to be in the City’s best interest, including the rejection of all Proposals.

The City reserves the right to select the firm, which in the City’s sole judgment, best meets the needs of the City.

DISPUTES RELATING TO THE PROPOSAL PROCESS:

In the event a dispute arises concerning the process prior to the award of the Contract, the party wishing resolution of the dispute shall submit a request in writing to the Public Works Director within ten (10) calendar days of the date of the recommendation award or denial letter.

The City shall consider any matter appealed during a scheduled hearing, before the City Council, within thirty (30) days of receipt. The decision of the Council shall be final.

All disputes and/or appeals must be submitted to:

David VanDermark
City Manager
377 J Street
Crescent City, CA 95531

INSURANCE REQUIREMENTS:

Worker's Compensation Insurance, as required by the State of California, shall be provided that is necessary in connection with the performance of any agreement with the City. Said policy shall also include employer's liability coverage no less than one million dollars (\$1,000,000.00) per accident for bodily injury and disease.

General Liability Insurance shall be obtained by the selected Responder at its sole cost and kept in full force and effect during the term of the contract - commercial general liability insurance in the amount of one million dollars (1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. Said insurance shall name the City, Agents, Officers, Employees and Volunteers as additional insured.

Automobile Liability Insurance shall be obtained by the selected Responder at its sole cost and kept in full force and effect during the term of the contract - automobile liability insurance shall be in the amount not less than one million dollars (1,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall name the City, Agents, Officers, Employees and Volunteers as additional insured.

Professional Liability Insurance shall be provided or any loss arising out of errors, omissions or negligent actions of the selected Responder and not in an amount less than one million dollars (1,000,000.00) per occurrence and three million dollars (3,000,000.00) aggregate.

Evidence of coverage and Certificates of Insurance naming the City, Agents, Officers, Employees, and Volunteers as additional insured shall be required prior to execution of contract(s)

Attachments

Contract Form

Schematic of City Wastewater Treatment Plant

Schematic of City Wastewater Collection System

Schematic of County Services Area Wastewater Collection System

Schematic of City Water System

CONSULTANT AGREEMENT

This agreement ("Agreement") entered into this _____, is between the City of Crescent City, a California municipal corporation ("CLIENT") and _____. ("CONSULTANT").

RECITALS

WHEREAS, CLIENT has determined it is necessary and desirable to secure certain technical and professional services. The scope of work for said service (hereinafter "Project") is attached hereto as Exhibit "A" and is hereby incorporated by reference; and

WHEREAS, CONSULTANT is qualified and willing to provide such services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, IT IS AGREED by and between CLIENT and CONSULTANT as follows:

AGREEMENT

1. INCORPORATION OF RECITALS. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. SCOPE OF SERVICE.

(a) Services to be Furnished. Subject to policy direction and approvals as CLIENT through its staff may determine from time to time, CONSULTANT shall perform the services set forth in Exhibit A attached hereto and incorporated herein by reference.

(b) Schedule for Performance. CONSULTANT shall perform the services identified in Exhibit A as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Target completion dates for key date sensitive Tasks, are as follows: _____

(c) Standard of Quality. All work performed by CONSULTANT under this Agreement must be in accordance with all applicable legal requirements and must meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT'S field of expertise.

(d) Compliance With Laws. CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. CONSULTANT represents and warrants to CLIENT that CONSULTANT will, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses (including a City of Crescent City Business License), permits, insurance and approvals which are legally required for CONSULTANT to practice its profession or are necessary and incident to the lawful prosecution of the services it performs under this Agreement.

3. COMPENSATION.

(a) Schedule of Payment. The compensation to be paid by CLIENT to CONSULTANT for the services rendered hereunder will be based on Not to Exceed amount of _____ as specified in Exhibit B attached hereto and hereby incorporated by reference.

(b) [Reserved.]

(c) Additional Services. CLIENT will make no payment to CONSULTANT for any extra, further, or additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 7.

(d) Invoicing and Payment. CONSULTANT shall submit monthly invoices based on percentage of project completed. CLIENT shall pay CONSULTANT within 30 days of receipt of CONSULTANT's invoice. The parties shall exercise good faith and diligence in the resolution of any disputed invoice amounts.

4. PRODUCT REVIEW AND COMMENT. CONSULTANT shall provide CLIENT with copies of each product described in Exhibits A and B. Upon the completion of each product, CONSULTANT shall be available to meet with CLIENT. If additional review and/or revision is required by CLIENT, CLIENT shall conduct reviews in a timely manner.

5. TERM OF AGREEMENT. This Agreement is effective as of the date first above written and will remain in effect until completed, amended pursuant to Section 7, or terminated pursuant to Section 6.

6. TERMINATION.

(a) CLIENT has the right to terminate this Agreement for any reason, at any time, by serving upon CONSULTANT forty-five (45) calendar days advance written notice of termination. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to CONSULTANT at the address indicated in Section 11.

(b) If CLIENT issues a notice of termination, CONSULTANT shall deliver to CLIENT copies of all writings, whether or not completed, which were prepared by CONSULTANT, its employees, or its subcontractors, if any, pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostatting, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, or combinations thereof;

7. AMENDMENTS. Modifications or amendments to the terms of this Agreement must be in writing and executed by both parties to be valid and enforceable.

8. NONDISCLOSURE OF CONFIDENTIAL INFORMATION. Except as required by law CONSULTANT must not, either during or after the term of this Agreement, disclose to any third

party any confidential information relative to the work of CLIENT without the prior written consent of CLIENT.

9. DISCLOSURE. CONSULTANT shall provide CLIENT with full disclosure of any other clients that it is currently serving in Del Norte County, including a brief description of the nature of the work being performed. If CONSULTANT initiates service to new clients within Del Norte County during the term of this agreement, CONSULTANT shall disclose such service to CLIENT.

10. INDEPENDENT CONTRACTOR. In the performance of the services in this Agreement, CONSULTANT is an independent contractor and is not an agent or employee of CLIENT. CONSULTANT, its officers, employees, agents, and subcontractors, if any, have no power to bind or commit CLIENT to any decision or course of action, and must not represent to any person or business that they have such power. CONSULTANT has the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CONSULTANT in the performance of said service hereunder. CONSULTANT is solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

11. NOTICE. Any notices or other communications to be given to either party under this Agreement must be in writing, delivered to the addresses set forth below, and will be effective, as follows:

- a. by personal delivery, effective upon receipt by the addressee;
- b. by facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;
- c. by certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail (except as otherwise provided in Section 6(a)).

CLIENT: CITY OF CRESCENT CITY
377 J Street
Crescent City, California 95531
Attn: City Manager
Phone: (707) 464-7483
FAX: (707) 465-1719

CONSULTANT:

Either party may change its address for notices by complying with the notice procedures in this Section.

12. OWNERSHIP OF MATERIALS. Except for CONSULTANT's pre-existing property, CLIENT is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. At any time during the term of this Agreement, at the request of CLIENT, CONSULTANT shall deliver to CLIENT all writings, records, and information created or maintained pursuant to this Agreement. The term "writings" in this Section has the same definition as provided in Section 6(b)(ii). Reuse of work products by CLIENT for any purpose other than that intended under this agreement shall be at CLIENT's sole risk.

13. [RESERVED.]

14. BINDING AGREEMENT. This Agreement binds the successors of CLIENT and CONSULTANT in the same manner as if they were expressly named herein.

15. WAIVER.

(a) Effect of Waiver. Waiver by either party of any default, breach, or condition precedent may not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement.

(b) No Implied Waivers. The failure of either party at any time to require performance by the other party of any provision hereof will not affect in any way the right to require such performance at a later time.

16. NONDISCRIMINATION.

(a) CONSULTANT must not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability.

(b) CONSULTANT must comply with all federal and state anti-discrimination and civil rights laws.

(c) CONSULTANT agrees to post in conspicuous places, available to all employees and applicants for employment, notices that CONSULTANT will provide an atmosphere for employees, clients, and volunteers that is free from harassment or discrimination on the bases set forth in subsection 16(a).

17. [Reserved.]

18. INSURANCE.

(a) Required Coverage. CONSULTANT, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Agreement the following described insurance coverage.

| <u>Policy</u> | <u>Minimum Limits of Coverage</u> |
|--|--|
| (i) Workers' Compensation | Statutory |
| (ii) Comprehensive Automobile Insurance Services Office, form #CA 0001 | Bodily Injury/Property Damage \$100,000/300,000 BI each accident \$25,000 PD |
| (iii) Errors and Omissions | \$1,000,000 per claim and \$2,000,000 annual aggregate |

(b) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by CLIENT.

(c) Required Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (i) For any claims related to this Project, the CONSULTANT'S insurance coverage will be primary insurance as respects CLIENT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CLIENT, its officers, officials, employees, or volunteers will be in excess of the CONSULTANT'S insurance and will not contribute with it;
- (ii) Each insurance policy required by this Section must be endorsed to state that coverage may not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after giving CLIENT 30 days' prior written notice by certified mail, return receipt requested.

(d) Verification of Coverage. CONSULTANT must provide copies of all required insurance Declarations.

19. WORKERS' COMPENSATION.

(a) Covenant to Provide. CONSULTANT warrants that it is aware of the provisions of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

(b) Waiver of Subrogation. CONSULTANT and CONSULTANT'S insurance company agree to waive all rights of subrogation against CLIENT, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT'S workers' compensation insurance policy which arise from the work performed by CONSULTANT for CLIENT.

20. INDEMNIFICATION. CONSULTANT shall indemnify, defend and hold harmless CLIENT, its officers, employees, elected officials and agents against and from any and all causes of action, claims, liabilities, obligations, judgments, awards or damages, including attorney's fees, to the extent arising from the negligent or willful misconduct of CONSULTANT, its employees, officers or agents while performing its obligations under this Agreement.

21. CONFLICT OF INTEREST. CONSULTANT shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with CLIENT'S interest. CONSULTANT shall immediately notify CLIENT of any and all violations of this Section upon becoming aware of such violation.

22. TIME OF THE ESSENCE. CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described in Section 2.

23. SEVERABILITY. If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.

24. GOVERNING LAW AND CHOICE OF FORUM. This Agreement must be administered and interpreted under California law as written by both parties. Any litigation arising from this Agreement must be brought in the Superior Court of Del Norte County.

25. COSTS AND ATTORNEYS' FEES. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

Executed by CLIENT and CONSULTANT on the date shown next to their respective signatures.

DATED: _____

BY: _____

CITY OF CRESCENT CITY

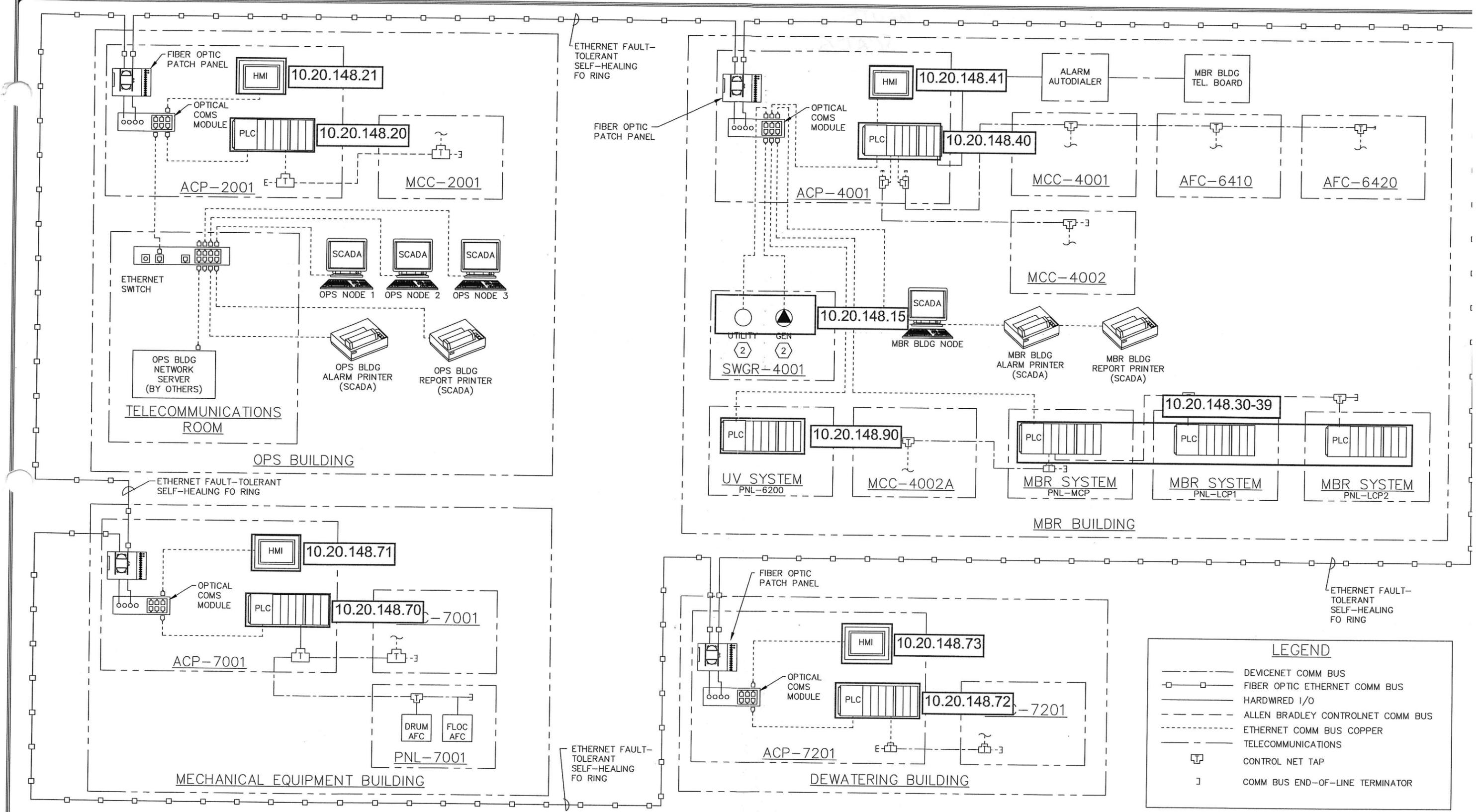
DATED: _____

BY: _____

David M. Van Dermark, City Manager

APPROVED AS TO FORM:

Martha Rice, City Attorney



POWER METER, ETHERNET TCP/IP COMMUNICATION PROTOCOL

1. REF. DWG. 3216-00 FOR GENERAL NOTES

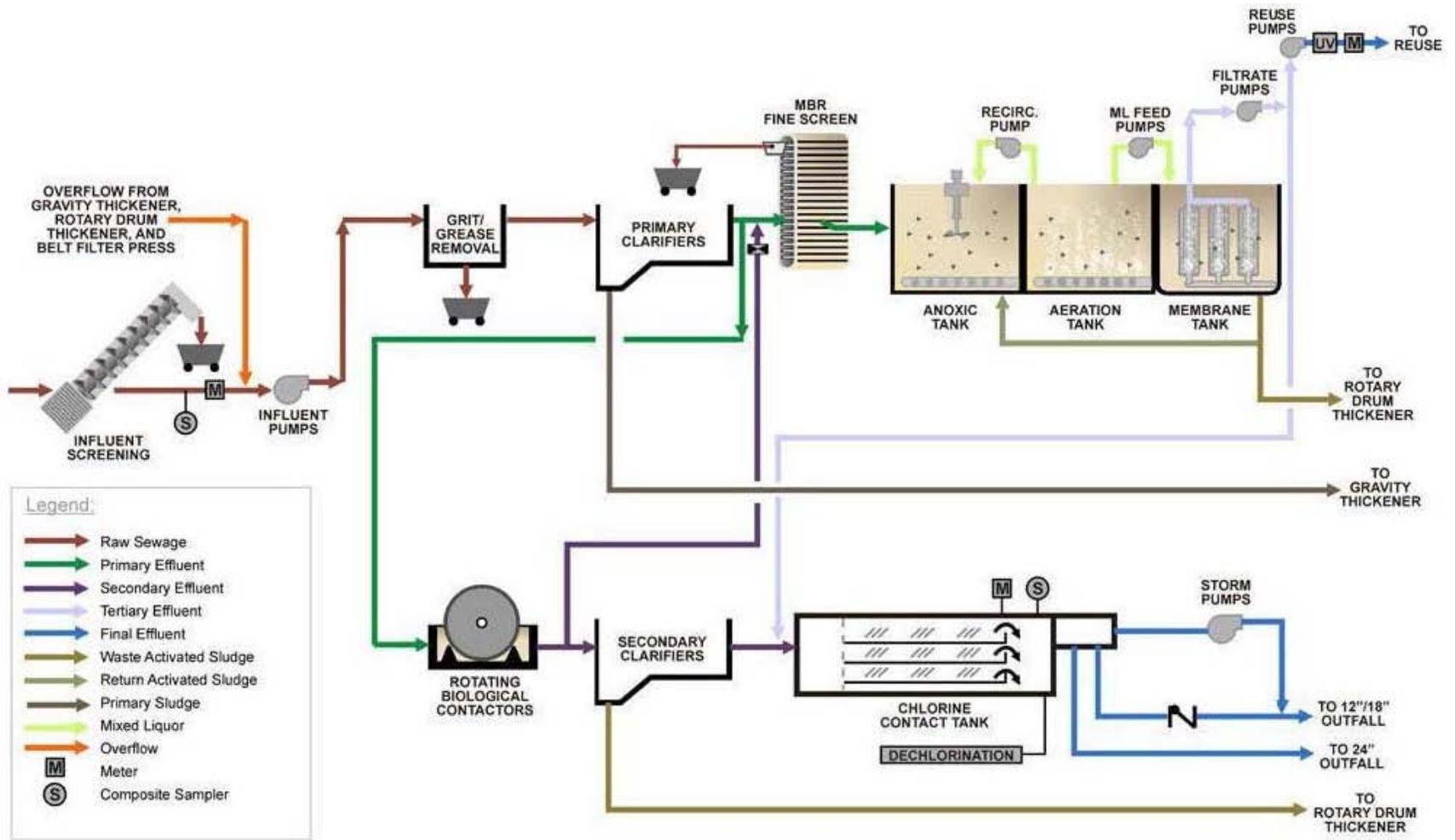
NOTES: UNLESS OTHERWISE SPECIFIED

| REV | BY | DATE | DESCRIPTION | APP |
|-----------|----|------|-----------------|-----|
| A | AK | 7/08 | REV. PER RFI#61 | |
| REVISIONS | | | | |

FluidIQs

2650 NAPA VALLEY CORPORATE DRIVE
NAPA, CA. 94558
(707) 258-8400
FAX: (707) 258-8465

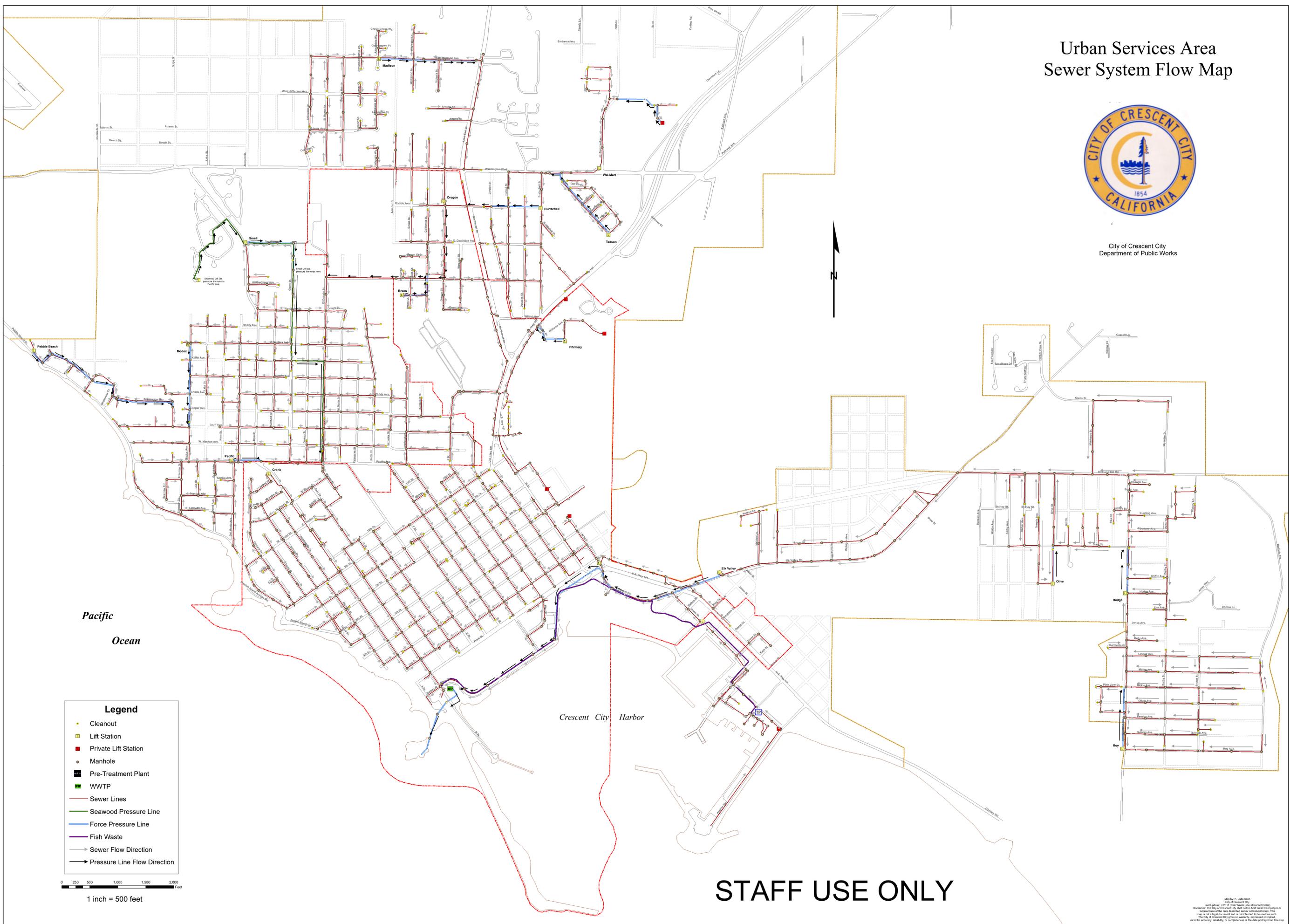
| WIRE NUMBERS | | ALL DIMENSIONS ARE IN INCHES DO NOT SCALE DRAWING | PROJECT TITLE: | | | | | |
|--------------|-----------|--|---|-------|------|-----------------|---------|---------------|
| PANEL | SYSTEM | | CRESCENT CITY, WATER POLLUTION CONTROL FACILITIES | | | | | |
| USED: | USED: | THE INFORMATION DEPICTED ON THIS DOCUMENT, IS THE INTELLECTUAL PROPERTY OF FLUIDIQS. | DRAWING TITLE: | | | | | |
| NOT USED: | NOT USED: | | SCADA/PLC NETWORK BLOCK DIAGRAM | | | | | |
| TESTED: | | | CUSTOMER: | | | | | |
| CHECKED: | | | COLBURN ELECTRIC | | | | | |
| DRAWN: | | PC | 4/07 | SCALE | SIZE | DRAWING NUMBER: | 3216-01 | SHEET 1 of |
| DESIGNED: | | GS | 4/07 | D | | | | |



Urban Services Area Sewer System Flow Map



City of Crescent City
Department of Public Works



Pacific
Ocean

Crescent City Harbor

Legend

- Cleanout
- Lift Station
- Private Lift Station
- Manhole
- Pre-Treatment Plant
- WWTP
- Sewer Lines
- Seawood Pressure Line
- Force Pressure Line
- Fish Waste
- Sewer Flow Direction
- Pressure Line Flow Direction



STAFF USE ONLY

Map by F. Ludeman
City of Crescent City
Last Update: 7/2011 (Fish Waste Lines at Sunset Circle)
Disclaimer: The City of Crescent City does not hold itself liable for misinterpretation or use of the data displayed on this map. This map is for informational purposes only and is not intended to be used as a legal document. The City of Crescent City does not warrant the accuracy, reliability, or completeness of the data portrayed on this map.

Water System Overview Map

Legend

-  Boosted Station
-  Chlorination Bldg.
-  Control Bldg.
-  Pump
-  Ranney Collector
-  Water Tank
-  Water Line
-  City Limit Boundary
-  Urban Services Boundary
-  Place of Use Boundary



Disclaimer: The City of Crescent City shall not be held liable for improper or incorrect use of the data described and/or contained herein. This map is not a legal document and is not intended to be used as such. The City of Crescent City gives no warranty, expressed or implied, as to the accuracy, reliability, or completeness of the data portrayed on this map.

Map by: F. Ludemann
City of Crescent City
8/2015

1 in = 1,500 feet

