

DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND NV5 INC. FOR THE EVALUATION OF BRIDGES, CULVERTS AND LEVEES

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and NV5, INC. (Nolte Associates, Inc.), a California Corporation ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for the evaluation of bridges, culverts and levees; and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign David Schott to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

The Project shall be completed in 14 weeks, consistent with the deliverables outlined in Exhibit "A" Scope of Work, unless otherwise modified by mutual agreement.

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase, and shall include services as identified in Exhibit "A". In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

CONSULTANT shall not be responsible for the means, methods, procedures, site safety of the construction contractors or subcontractors, or for their errors or omissions. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the

correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole

negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: Craig Mobeck, City Engineer
 Department of Public Works
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707

To CONSULTANT: David Schott, Project Manager
 NV5, Inc.
 2025 Gateway Place, Suite 156
 San Jose, CA 95110

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

22. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. Severability Clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

NV5, INC. ("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

EXHIBIT “A”
SCOPE OF WORK FOR
Evaluation of Bridges and Levees
Project # 827690

I. General

The City of Sunnyvale is seeking proposals from licensed Engineering firms with structural expertise to provide professional services for a city-wide Evaluation of Bridges and Levees. The scope of work generally includes research, inspection, evaluation, and reporting on the bridges and levees in Sunnyvale, including digital GIS mapping of the structures as well as preparation of an asset management plan for future inspection and maintenance. Other consultant responsibilities include schedule monitoring, preparation of reports and recommendations, estimating, and project management.

II. Project Information

A. Description

Approximately one hundred bridges (vehicular and pedestrian), culverts, and levees are located within the City of Sunnyvale. The objective of this project is to provide a comprehensive inventory, condition assessment and digital GIS mapping of all of these structures located wholly or partially within the City boundary, and present an asset management plan for ongoing maintenance and rehabilitation.

B. Location

All bridges, culverts and levees throughout the City of Sunnyvale will be included in the inventory, including those that are the responsibility of other agencies to inspect and/or maintain. Some structures belong to the State or the County; some are shared with other jurisdictions and some belong solely to the City or other agencies.

C. Existing Conditions

The City has determined a need to have a complete list and mapping of all information pertaining to bridge and levee conditions and ongoing maintenance requirements.

A Microsoft Excel spreadsheet has been started with basic bridge information; however, it does not include levee information as the inventory of levees has not yet been established. Santa Clara Valley Water District (SCVWD) maintains a GIS inventory of their levees within the City of Sunnyvale through their Asset Management System, their Stream Maintenance Program, and for FEMA. The SCVWD inventory does not include levees that are completely owned and maintained by the City of Sunnyvale such as at the Water Pollution Control Plant (WPCP) and at the City stormwater pump stations.

The City will make bridge, culvert and levee records available to consultants for review while preparing proposals for the RFP. All records have been scanned and digital PDF copies can be viewed or copied in the City engineering office. The records are, in some cases, over 20 years old and are incomplete and have not been updated recently. Caltrans conducts inspections of some of the larger bridges, culverts and overcrossings regularly and provides inspection reports and maintenance recommendations to the City. The City does not currently have any bridges in GIS.

III. Consultant Scope of Services

The consultant will perform all engineering and project management related work necessary to review available City records, research and investigate other resources as necessary to complete the inventory listing, conduct field review/inspections and create a database and digital GIS mapping for all bridges, culverts and levees within the City. The consultant shall also create an Asset Management Plan for all City-maintained bridges, culverts and levees that will consist of maintenance recommendations, associated conceptual cost estimates, and compilation of information into a comprehensive, clear and concise format for future budgeting and tracking of bridge status.

Consultant shall be the Engineer of Record and responsible for completing the work in a complete, accurate and comprehensive manner. Coordination and preparation of documentation to facilitate outreach with bridge owners, regulatory agencies and other stakeholders will also be consultant responsibility.

All recommendations are to be in compliance with all applicable rules, regulations, code, law, and good practice for public facilities. When possible, the consultant shall incorporate “green” building/construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations.

Consultant services shall include, but are not limited to: Project management, research, data base creation, digital GIS mapping, field inspection, maintenance recommendations, asset management planning and cost estimating, as further detailed below.

A. *Project Management*

The consultant will be the primary responsible party for managing the project’s schedule and consultant contract budget. In addition, the consultant is expected to attend a project kick-off meeting and three progress meetings and prepare action item logs for subsequent follow-up. The consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project.

All project schedules shall be prepared in Gantt chart format, utilizing Microsoft Project software. Three weeks for each City review shall be included. Schedule updates shall be provided at all progress meetings.

Consultant’s own team should have provisions for quality assurance/quality control over work product prepared for the City.

The consultant shall host an FTP site throughout the project’s duration for electronic file sharing.

The Consultant shall upload all project management documentation and correspondence to the City of Sunnyvale E-Builder web site. Necessary instructions regarding procedures for uploading documentation and correspondence shall be provided to Consultant by City staff.

B. *Inventory Confirmation*

The consultant shall use the existing City records to be provided to Consultant by the City and other sources of information as necessary to develop an inventory of all

bridge, culvert and levee structures within the City. Research must be conducted as necessary to confirm and complete the City's list of bridges and to establish a list of levees. At a minimum the inventory will include the following attributes for each structure:

- Ownership: Identification of all owners of each bridge and culvert based on information supplied by Santa Clara County Roads and Airports, Santa Clara Valley Water District, the City of Los Altos, the City of Santa Clara, Caltrans and information provided to Consultant by the City. Property ownership at levees will be based GIS data from Agency Sources. (Note: Resolution or confirmation of agency rights-of-way or property lines would require a boundary survey, which is not part of this scope).
- Maintenance Responsibilities: The City shall provide to the Consultant the maintenance agreements available in the City's records. Consultant shall request maintenance agreements related to Sunnyvale's bridges and culverts from Santa Clara County Roads and Airports, the Santa Clara Valley Water District, the City of Santa Clara, Caltrans and the City of Los Altos. The Consultant shall determine individual or shared maintenance responsibilities for each bridge, culvert and levee based on the information provided from the sources indicated above under Ownership and Maintenance Responsibilities
- Structure classification (vehicular, bicycle/pedestrian, culvert, levee, etc.)
- Location (limits of each bridge, culvert and levee, intersected, facilities carried, etc.)
- Description of Structure
- Year Built
- Date of Last Inspection
- Eligibility for federal or other grant funding for maintenance or repair
- Other relevant information

The consultant will be responsible for obtaining current information from Caltrans Office of Structure Maintenance & Investigations (Local Agency Bridge List, Bridge Inspection Records Information System, etc.), and from other sources, as necessary except that public record searches, research of county, city and district recorded documents and title searches are not part of this scope. In the event that outside agencies require direct information requests from the City, then Consultant will prepare request letter(s) for City signature and forwarding.

The complete, updated inventory list must be provided in a digital format recommended by the consultant and approved by the City that will be easy for the City to access, update, generate reports, integrate with GIS, and to use for asset management. The consultant shall prepare a brief technical memorandum recommending setup of fields, attributes, etc. If the consultant recommends that the inventory list be changed to a format other than Microsoft Excel or Microsoft Access, the recommended format shall be listed in the technical memorandum and a license to the software shall be provided to the City as part of the project.

Deliverables:

- a. Technical memorandum recommending setup of fields and attributes, etc., for the inventory.

- b. Final populated software including all related information and documentation for each bridge, culvert and levee.
- c. Complete GIS layers with bridge, culvert and levee information, ready to be included in the City geodatabase.

C. Structure Evaluation

Upon completion of the Inventory, the consultant shall prepare a list of 60 bridges and culverts and up to 50,000 lineal feet of levees that have not been inspected recently for field inspection. The list shall be submitted to the City for review and approval. Once the list of structures requiring field inspection has been confirmed, the consultant must perform an adequate field investigation to visually confirm the existing conditions of the structures. Based on the results of the research and field investigation, the consultant shall prepare an Inspection Report for each structure that is inspected in the field. A two-man confined space support team will be provided for one day by Subtonics Corporation, with necessary monitors, air bottles, ladders and extraction equipment if needed. Man-lift equipment and operator and CCTV equipment and operator will not be provided as part of this scope of work.

The Inspection Reports shall summarize findings and recommendations and include budget level cost estimates including the following information:

- Detailed description of the existing structure, including the condition and any structural or functional deficiencies (including disability compliance, vehicular lane width standards, lighting standards, etc.)
- Necessary maintenance, repair and rehabilitation work to ensure the structures remain safe and functional (any conditions that are hazardous or that pose an imminent threat to public safety should be reported to the City immediately)
- Conceptual level cost estimates of all recommended work
- Estimates of the remaining life of each structure
- Replacement cost estimates for any structures anticipated to become structurally obsolete within the next 20 years
- Recommended future inspection interval
- Photograph documentation

Prior to beginning field inspections of certain structures, the consultant may need to obtain a permit from the Santa Clara Valley Water District and obtain keys from the District's Community Projects Review Unit. Coordination with the SCVWD shall be the responsibility of the consultant.

Deliverables:

- a. Preliminary list of all bridges, culverts and levees evaluated.
- b. Draft and final Inspection Reports for the listed structures in hard copy and digital format. Inspection reports will be developed using a Bridge Management System Software Program to be developed by NV5 in Microsoft Access which will be provided to the City for future use and updating reports based on future inspections. The Bridge Management System software shall be provided in one version of Microsoft Access which will be either version 2013 or version 2000 with Service Pack 2. The City shall provide NV5 a final

decision on which Microsoft Access version is to be used to develop the Bridge Management System at the project Kick-Off meeting.

All submittals shall include 3 hardcopies and digital copies (PDF and native format of all documents).

D. Assessment Report and Asset Management Plan

The final inspection reports will be engineer certified and become the Assessment Report for each bridge, culvert and levee inspected. Assessment Reports shall summarize the information prepared in the previous tasks and include at a minimum, the following:

- A description of each structure and a general indication of overall structure condition
- Recommendations for maintenance and/or rehabilitation work for each structure
- Conceptual level cost estimates for recommended maintenance/rehabilitation work
- Recommendations for future inspection frequency of each structure
- A summary of the highest priority recommended maintenance

All information related to each structure should be linked to the City GIS and the software identified in Task B. An Asset Management Plan should be created that will track the status of all recommended maintenance and future inspection intervals. The asset management plan will also rank all structures inspected by a priority for recommended maintenance with an associated total conceptual cost estimate for each.

Deliverables:

- a. Present a draft Asset Management Plan to City staff.
- b. Final Asset Management Plan that addresses all City comments on the draft plan.

All submittals shall include 3 hardcopies and digital copies (PDF and native format of all documents).

III. Available Documents

The list below is available for information only.

- Record drawings for bridges and levees shall be made available to the selected consultant. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction.
- Bridge Inspection Records have been scanned and are available to view or copy in the City engineering offices
- Utility block maps for City sanitary sewer, storm drain, and water facilities.
- Santa Clara Valley Water District GIS Standards
- Bench marks for vertical control are listed on the City's website:
<http://sunnyvale.ca.gov/Departments/PublicWorks/BenchMarks,RecordMapsandRecordDrawings.aspx>

- City standard specifications and details are available on the City's website:
<http://sunnyvale.ca.gov/Departments/PublicWorks/CityStandardDetailsandSpecifications.aspx>

The below information will be provided during design to the consultant.

- GIS data for property lines, street center lines, and two (2) foot contours
- Aerial photographs from 2011 (ArcGIS format)

Exhibit B
Compensation Schedule

Tasks		Labor								Subconsultants						ODCs	Total
Task #	Task Description (Change task titles as detailed in the scope of work)	Engr. Manager	QA/QC Mangr	GIS Tech	CADD	Access Program	Project Assist.	Total Hours	Total Labor Costs	Survey	Geotech..	Training fee	Trainer Travel Cost	Confined space supt	Title	Other Direct Costs	Total Fee
		Schott Walker	Jack Abcarius	L Nelson	K Leong	Webb Paulson	Erica Toste				C E & G	e-Builder	e-Builder	Subtronic Corp	Conslt. Name		
		\$207	\$210	\$123	\$80	\$190	\$96			Fee/Hr or LS	Fee/Hr or LS	LS	LS	LS per day	Fee/Hr or LS		
A	Project Management & Report Format	68	-	-			16	84	\$15,612	-	\$5,350	-	-	-	-	\$124	\$21,086
B	Inventory Confirmation	40				52		92	\$18,160		\$5,849					\$200	\$24,209
B.1	GIS Mapping, Set-up BMS & Link to GIS	8		80		8	16	112	\$14,552								\$14,552
C	Structure Inspections & Assessment Reports	295	4		120		194	613	\$90,129		\$16,910			\$2,688		\$568	\$110,295
D	Asset Management Plan	25						25	\$5,175		\$4,683						\$9,858
	Proposal Subtotal	436	4	80	120	60	226	926	\$143,628	\$0	\$32,792	\$0	\$0	\$2,688	\$0	\$892	\$180,000
	Optional or Contingency Services																
1			-		-	-		0	\$0	-	-			-	-	-	\$0
2		-	-	-	-	-	-	0	\$0	-		-	-	-	-		\$0
3		-	-	-	-	-	-	0	\$0	-	-	-	-		-		\$0
4		-	-	-	-	-	-	0	\$0	-	-	-	-		-	-	\$0
5	-----	-	-	-	-	-	-	0	\$0	-	-	-	-	-	-	-	\$0
	Total Optional Services	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Including Optional Services	436	4	80	120	60	226	926	\$143,628	\$0	\$32,792	\$0	\$0	\$2,688	\$0	\$892	\$180,000
1	Assess Sunnyvale Bridge, Culvert and Levee structure Inventory and create Bridge Management System (BMS) linked to City of Sunnyvale GIS.																
2	Geotechnical Inspection and Reports on Levees to include up to 50,000 LF of Levees. Provide Levee Assessment Reports based on visual inspections using BMS format and enter into BMS linked to GIS System.																
3	Existing Bridge Reports by Caltrans to be uploaded to GIS for City owned and Caltrans owned structures.																
4	Inspect 60 City owned culverts/bridges (58 of which have not been previously inspected), develop Structure Assessment Reports based on visual inspection and enter in New BMS linked to the City's GIS.																
5	A 2-man confined space support team is included for one day. No man-lift equipment or operator and no CCTV inspections are included.																

EXHIBIT "C"
INSURANCE REQUIREMENTS FOR CONSULTANTS

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 by the Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance Consultant shall maintain limits no less than:

1. **Commercial General Liability**: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultant's Profession: \$2,000,000 per claim.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** policy shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.