



City of Palo Alto

City Council Staff Report

(ID # 5627)

Report Type: Consent Calendar

Meeting Date: 4/6/2015

Summary Title: Approval of a Contract for Consulting Engineering Services for Citywide Bridge Assessment Project

Title: Approval of a Contract C15155597 with Biggs Cardosa & Associates, Inc. in an Amount Not to Exceed \$149,250 for Consulting Engineering Services for the Citywide Bridge Assessment Project – CIP PE-13012.

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends the City Council approve, and authorize the City Manager or his designee to execute, the attached Contract No. C15155597 with Biggs Cardosa & Associates, Inc. (Attachment A) for a not-to-exceed amount of \$149,250 for the Citywide Bridge Assessment Project (PE-13012), including \$134,250 for basic services and \$15,000 for additional services.

Background

Within the City of Palo Alto, there are more than 90 bridges that comprise an essential element of the City's transportation network. Among these are State-owned bridges, bridges owned entirely by the City, and bridges that are the responsibility of neighboring jurisdictions and for which the City has a shared maintenance obligation. Bridges allow for the safe and efficient movement of vehicular, bicycle and pedestrian traffic throughout Palo Alto and, as such, contribute directly to the economic vitality and health of the community.

One can safely assume that the replacement value of the City's bridges is in excess of \$100 million. To ensure that these valuable infrastructure assets are managed over time in a manner that is as cost-effective as possible, it is necessary to periodically perform condition assessments of the City's bridges as recommended by the Infrastructure Blue Ribbon Commission. There are 41

bridges within Palo Alto that exist on the National Bridge Inventory (NBI) and as a result, are inspected at least once every four years by Caltrans Office of Structure Maintenance & Investigations. The City is responsible for inspecting the remaining 50+ bridges that are not on the NBI. Since the inspection and assessment of bridges requires technical knowledge and expertise that are beyond the capabilities of staff, it is necessary to retain a consultant to perform this work.

Discussion

The primary objectives of the Citywide Bridge Assessment are to:

1. Develop an accurate inventory of all City-owned bridge structures that should undergo periodic assessment and that would integrate with the City's GIST database and future Infrastructure Management System.
2. Confirm and document the various methodologies for inspecting and evaluating bridge structures.
3. Identify and document the existing conditions of bridge structures.
4. Evaluate the structural and functional deficiencies of bridge structures.
5. Identify maintenance, repair and rehabilitation work needed to ensure that bridge structures remain safe and functional.
6. Determine the frequencies of future bridge inspections.
7. Develop a multi-year program with cost estimates for bridge related work that will support the preparation of future budgets and Capital Improvement Plans.

To accomplish these objectives, staff issued a Request for Proposals (RFP 155597) seeking qualified consultants capable of performing a Scope of Services that includes the following:

- Assemble and review relevant data on City-owned bridge structures to develop an accurate inventory of them and to identify which ones should undergo further inspection and assessment.
- Perform a field review of up to 60 City-owned bridge structures to gather the relevant data needed to assess their existing structural and functional conditions.
- Prepare a structural assessment of each bridge structure for which a field review is performed that summarizes existing conditions and any

recommended maintenance, repair or rehabilitation work that should be completed within 10 years.

- Prepare conceptual level construction cost estimates for the recommended work associated with each structure along with a multi-year work program scenario.

The RFP was advertised on both the City and IMS's websites and was also directly issued to 10 Bay Area firms that were pre-identified by staff. The following table summarizes the results of the RFP solicitation process:

Summary of Solicitation Process

Proposal Description/Number		Citywide Bridge Assessment (RFP #155597)	
Proposed Length of Project		26 Weeks	
Number of RFP's Issued		12	
Number of Addenda Issued		2	
Number of Proposals Received		5	
RFP Respondents		Location (City, State)	Selected for Oral Interview
AECOM		Sacramento, CA	No
Biggs Cardosa & Associates, Inc.		San Jose, CA	Yes
Mark Thomas & Company		San Jose, CA	No
NV5		San Jose, CA	Yes
Quincy Engineering		Walnut Creek, CA	No
Range of Proposed Fees		\$79,045 - \$229,307	

A team of three staff from the Public Works Engineering Services Division reviewed, scored and ranked the proposals, using qualifications-based criteria established in a 100 point rubric. Afterwards, fees were examined and not surprisingly, the two firms that emerged as the top-ranked firms during the qualifications review, Biggs Cardosa & Associates, Inc. (BCA) and NV5, proposed fees that were very similar to one another confirming staff's belief that these two firms had the best understanding of the work that needs to be done and the approach for performing such work. Both firms were then invited to interview with the selection team, which subsequently identified BCA as the top-ranked

firm primarily due to the considerable knowledge about the City's bridge inventory and their successful completion of numerous similar studies for other agencies, most notably the City of Mountain View. After identifying BCA as the top-ranked firm, staff was able to negotiate a reduction of the base fee they originally proposed (\$149,024) to the fee reflected in the attached contract (\$134,250) by confirming that fewer bridges will require field inspection than what was anticipated when the RFP was issued.

Timeline

BCA has proposed a schedule to complete all work within 20 weeks of the City's issuance of the Notice to Proceed, which assuming award of the contract by the City Council, should result in completion of the project by October 2015.

Resource Impact

Funding for the Citywide Bridge Assessment is available in the Structural Assessment of City Bridges project (PE-13012) in the Capital Improvement Fund. The not to exceed amount of the recommended contract award is \$149,250, which includes a base fee amount of \$134,250 and a \$15,000 contingency allowance for unanticipated additional expenses.

Environmental Review

The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15306 of the CEQA Guidelines and no further environmental review is necessary.

Attachments:

- A - C15155597_Biggs Cardosa Associates_Citywide Bridge Assessment (PDF)

CITY OF PALO ALTO CONTRACT NO. C15155597
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
BIGGS CARDOSA ASSOCIATES, INC.
FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 6th day of April, 2015, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and BIGGS CARDOSA ASSOCIATES, INC., a California Corporation, located at 865 The Alameda, San Jose, California 95126 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to assess the bridges and culverts in the City of Palo Alto (“Project”) and desires to engage a consultant to perform a structural inspection and assessment of city-owned bridges and culverts in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

☐ **Optional On-Call Provision** (This provision only applies if checked and only applies to on-call agreements.)

Services will be authorized by the City, as needed, with a Task Order assigned and approved by the City’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a City Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work

performed under an authorized Task Order and the City may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through completion of the services in accordance with the Schedule of Performance attached as Exhibit "B" unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "B", attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall not exceed One Hundred Thirty-Four Thousand Two Hundred and Fifty Dollars (\$134,250.00). In the event Additional Services are authorized, the total compensation for Services, Additional Services and reimbursable expenses shall not exceed One Hundred Forty Nine Thousand Two Hundred and Fifty Dollars (\$149,250.00). The applicable rates and schedule of payment are set out in Exhibit "C-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit "A".

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT's billing rates (set forth in Exhibit "C-1"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City's project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the

Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of the CITY's stated construction budget, CONSULTANT shall make recommendations to the CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

☐ **Option A: No Subcontractor:** CONSULTANT shall not subcontract any portion of the work

to be performed under this Agreement without the prior written authorization of the city manager or designee.

☑Option B: Subcontracts Authorized: Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

BKF Engineers
Schaaf & Wheeler Consulting Civil Engineers
Parikh Consultants

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Anthony Notaro as the project manager to have supervisory responsibility for the performance, progress, and execution of the Services and Francisco Castillo as the project engineer to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The City's project manager is Larry Perlin, Public Works Department, Infrastructure Development Division, P.O. Box 10250, Palo Alto, CA 94303, Telephone: 650-329-2550. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon receipt of final payment, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CITY assumes all responsibility for the use of the work product outside of its original intent. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

☒[Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.] 16.1. To the extent permitted by applicable law, including without limitation, California Civil Code section 2782.8, CONSULTANT shall protect, indemnify, and hold harmless the CITY, its Council members, officers, and employees (each an "Indemnified Party") from and against any and all liability, loss, or damages, including death and injury to any person, property damages or any other loss, or claims against the CITY that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, in the performance of the Services."

☐[Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in

Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A:-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Purchasing Manager during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
 City of Palo Alto
 Post Office Box 10250
 Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director
 at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a "Consultant" as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the City's Environmentally Preferred Purchasing policies which are available at the City's Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of the City's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, Consultant shall comply with the following zero waste requirements:

- All printed materials provided by Consultant to City generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by the City's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- Goods purchased by Consultant on behalf of the City shall be purchased in accordance with the City's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Office.
- Reusable/returnable pallets shall be taken back by the Consultant, at no additional cost to the City, for reuse or recycling. Consultant shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. NON-APPROPRIATION

24.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 25. MISCELLANEOUS PROVISIONS.

25.1. This Agreement will be governed by the laws of the State of California.

25.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

25.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

25.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

25.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

25.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

25.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

25.8 If, pursuant to this contract with CONSULTANT, City shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

25.9 All unchecked boxes do not apply to this agreement.

25.10 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

25.11 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement
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IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

City Manager

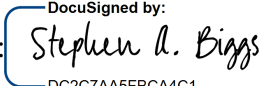
APPROVED AS TO FORM:

Senior Asst. City Attorney

Attachments:

EXHIBIT "A":	SCOPE OF WORK
EXHIBIT "A-1"	ON CALL TASK ORDER (Optional)
EXHIBIT "B":	SCHEDULE OF PERFORMANCE
EXHIBIT "C":	COMPENSATION
EXHIBIT "C-1":	SCHEDULE OF RATES
EXHIBIT "D":	INSURANCE REQUIREMENTS

BIGGS CARDOSA ASSOCIATES, INC.

By:  Stephen A. Biggs

Name: Stephen A. Biggs

Title: President

EXHIBIT “A” SCOPE OF SERVICES

CITY requires a qualified CONSULTANT to perform a structural inspection and assessment of city-owned bridges in accordance with Federal Code of Regulations Title 23. The primary objectives of the project are:

1. To develop an accurate inventory of all city-owned bridge structures that should undergo periodic assessment and that would integrate with the CITY’s GIS database and Asset Management System.
2. To confirm and document the various methodologies for inspecting and evaluating bridge structures.
3. To identify and document the existing conditions of bridge structures.
4. To evaluate the structural and functional deficiencies of bridge structures.
5. To identify maintenance, repair and rehabilitation work needed to ensure that bridge structures remain safe and functional.
6. To determine the frequencies of future bridge inspections.
7. To develop a multi-year program with cost estimates for bridge related work that will support the preparation of future budgets and Capital Improvement Plans.

To achieve these objectives, CONSULTANT will perform a Scope of Services that includes the following:

- Assemble and review relevant data on CITY-owned bridge structures to develop an accurate inventory of each and to identify which ones should undergo further inspection and assessment.
- Perform a field review of an estimated 60 CITY-owned bridge structures to gather data needed to assess their existing structural and functional conditions.
- Prepare a structural assessment of each bridge structure for which a field review is performed that summarizes existing conditions and any recommended maintenance, repair or rehabilitation work that should be completed within 10 years.
- Prepare conceptual level construction cost estimates for the recommended work associated with each structure along with a multi-year work program scenario.

The specific tasks that are anticipated to accomplish the above Scope of Services are as follows:

PHASE 1 - BRIDGE INVENTORY CONFIRMATION

Task 1 Kick-Off Meeting

- A. Define project objectives
- B. Coordinate inspection methodology and schedule

Task 2 Bridge Inventory Confirmation

- A. Develop an inventory of all CITY-owned bridge structures.

- B. Identify structures not currently inspected by Caltrans that require structural inspection
- C. Assist CITY in collection of and review of available record data including:
 - 1. Record bridge and roadway plans
 - 2. Available field surveys and topographic maps
 - 3. Record utility plans
 - 4. Log of test boring and materials information adjacent to site
 - 5. CITY agreements
 - 6. Caltrans Bridge Inspection Reports (BIR) and Structure Inventory and Appraisal Reports (SIAR) for those structures inspected by Caltrans.

Task 3 Develop Bridge Evaluation Criteria and Schedule

- A. Establish/ confirm standards to be utilized for evaluations of bridges and condition rating for review and approval by CITY.

Task 4 Santa Clara Valley Water District Permit

- A. Coordinate with and submit SCVWD Encroachment Permit Application for all structures located along existing creeks and waterways and/or within SCVWD right-of-way/easements.

PHASE 2 - BRIDGE INSPECTION / RECOMMENDATIONS

Task 5 Field Inspection

The field inspection of the CITY-owned bridges is performed utilizing an inspection checklist which includes general conditions as well as specific concerns developed during review of the available bridge data.

The field checklist for these bridges would typically include:

- A. Superstructure
 - 1. Concrete condition
 - Stress cracks, pattern cracking, spalls
 - Efflorescence, dampness
 - Delamination
 - Corrosion of reinforcement
 - 2. Steel condition
 - Corrosion
 - Fatigue susceptible connections
 - Weld integrity
 - Proximity to tidal zone
 - 3. Other factors

- Deck drainage
- Deck overlay condition
- Deflection and weathering of wood decks
- Deterioration of wood members
- Stability of wood girder

B. Substructure

1. Concrete condition

- Flood debris impact damage
- Stress cracks, pattern cracking, spalls
- Efflorescence, dampness
- Delamination
- Corrosion of reinforcement

2. Piling condition

- Wood pile decay
- Concrete or reinforcement deterioration

3. Scour potential

4. Evidence of settlement

5. Abutment drainage system condition

- Weep hole condition
- Joints fouled, waterstops or seals missing
- Damage to drainage pipe outlets.

C. Bearings and Joints

1. Restrained joint movement

- Joints fouled
- Bearings damaged or displaced
- Bearing pedestals spalled or cracked

2. Drainage across joints

- Loose, missing, or damaged joint seals
- Failure of abutment drainage system

D. Railing and Fence

1. Railing adherence to current design standards for:

- Height
- Impact rating
- Collision protection of railing terminations

2. Sidewalk

- Width and access adherence to current ADA Standards

3. Concrete and steel condition

- Post anchorage
- Railing connections

E. Other Factors

1. Seismic risk assessment to identify by visual observation deficiencies in the lateral resistance
2. Evidence of structural modifications such as widenings or utility crossings
3. Evidence of vandalism
4. Potential for impact to wildlife or disturbance of wetlands during maintenance or repair
5. Channel flow constriction apparent from visual observation

F. Scour Analysis

1. Hydrology investigations, studies and hydraulic analyses are not included in the scope of work. General scour observations will be included in the bridge evaluations.

G. Geotechnical Evaluation

1. Geotechnical investigations, studies and analyses are not included in the scope of work. General foundation/ settlement observations will be included in the bridge evaluations.

Task 6 Bridge Evaluation/Recommendations and Cost Estimate

A. Preliminary Inspection Report

1. Field notes, photographs and other data are collected and compiled into a summary report for each of the structures. Each bridge will be assigned a condition rating in conformance with the National Bridge Inspection Standards. The report will include repair recommendations and cost estimates for each item of work. Repair recommendations will be in the form of a written description of work. Any recommended supplemental investigations will be clearly identified.
2. Recommendations for maintenance and rehabilitation work will be prioritized using a rating system to assist CITY in identifying the most critical items of work. This rating, in combination with the overall bridge condition rating, will provide CITY with a basis for Capital Improvement Projects which will address the most urgent needs for a long term maintenance and rehabilitation program.
3. Recommendations regarding structures that are likely to become structurally obsolete within 25 years and associated planning level replacement costs.
4. Recommendations for establishing a regular inspection program and inspection frequency, tailored to each structure, will be provided.

B. Final Inspection Report

1. Following any revisions that are required based on CITY and internal QA/QC review of the preliminary report, five copies of the final report and an electronic copy (CD) will be submitted to CITY.

Inspection Reports will include two volumes:

- Volume 1 will include the following sections: Executive Summary, Introduction, Scope and Objectives, Summary of Structures, Structural Assessment Methodology, Structure Assessment Findings, Recommended Inspection Frequency
- Volume 2 will include the detailed technical findings for each structure including: Site Map, Field Photos, Field Inspection Summary, Supplemental Investigation Recommendations (if any), Estimated Repair Costs, and Estimated Replacement Costs (if applicable)

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Milestones	Completion No. of Days/Weeks From NTP
a) Completion of Task 1 – Kickoff Meeting	NTP + 2 weeks
b) Completion of Task 2 – Bridge Inventory Confirmation	NTP + 6 weeks
c) Completion of Task 3 – Evaluation Criteria & Schedule	NTP + 6 weeks
d) Completion of Task 4 – SCVWD Permit	NTP + 11 weeks
e) Completion of Task 5 – Field Inspection	NTP + 15 weeks
f) Completion of Task 6 – Evaluation & Cost Estimates	NTP + 20 weeks

EXHIBIT “C” COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A” (“Basic Services”) and reimbursable expenses shall not exceed \$134,250. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed \$149,250. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, does not exceed \$134,250 and the total compensation for Additional Services does not exceed \$149,250.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1 (Kickoff Meeting)	\$1,813
Task 2 (Bridge Inventory Confirmation)	\$10,786
Task 3 (Evaluation Criteria & Schedule)	\$1,393
Task 4 (SCVWD Permit)	\$1,114
Task 5 (Field Inspection)	\$65,013
Task 6 (Evaluation & Cost Estimates)	\$54,131
Sub-total Basic Services	\$130,999

Reimbursable Expenses	\$3,251
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Total Basic Services and Reimbursable expenses	\$134,250
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Additional Services (Not to Exceed)	\$15,000
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Maximum Total Compensation	\$149,250
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REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$500 shall be approved in advance by the CITY's project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement

Work required because the following conditions are not satisfied or are exceeded shall be considered as additional services:

1. Evaluation of additional bridge or culvert structures not contemplated or identified in the CITY's original Request for Proposals.
2. Assignment of CONSULTANT's staff to assist CITY with locating and assembling

plans and other relevant records of bridge structures that will be evaluated by CONSULTANT under this Agreement.

3. The securing of any permits, other than from the Santa Clara Valley Water District, which are needed to access any bridge structures for field inspection.
4. Attendance at any City Council, or similar, meetings if requested by CITY.
5. Preparation of plans documenting existing structure conditions.
6. Calculation of Load Limit recommendations for bridges.
7. Assistance with requesting a Caltrans Structure Number.
8. Topographic or boundary surveying.
9. Traffic Handling or general civil design.
10. Hydrologic, hydraulic or scour analysis.
11. Geotechnical and foundation investigation.
12. Material testing and hazardous material Initial Site Assessment.
13. Assistance with funding applications.

**EXHIBIT “C-1”
HOURLY RATE SCHEDULE**

BIGGS CARDOSA ASSOCIATES, INC.
Fee Schedule
RFP No. 155597: Citywide Bridge Assessment

Classification	Actual Hourly Rate	Overhead Multiplier	Fee	Fully Loaded Rate
Principal I	\$99.81	188.86%	10.00%	\$317.14
Associate	\$57.98	188.86%	10.00%	\$184.23
Engineering Manager	\$53.65	188.86%	10.00%	\$170.47
Senior Engineer	\$49.04	188.86%	10.00%	\$155.82
Project Engineer	\$37.79	188.86%	10.00%	\$120.08
Staff Engineer	\$36.06	188.86%	10.00%	\$114.58
Assistant Engineer	\$31.73	188.86%	10.00%	\$100.82
Sr. Computer Drafter	\$40.67	188.86%	10.00%	\$129.23
Project Administration	\$47.02	188.86%	10.00%	\$149.40
Administration	\$31.59	188.86%	10.00%	\$100.38

*Charge Rates Applicable October 1, 2014 – September 30, 2015

EXHIBIT “D” INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRE D	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE			
		ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.
- C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY’S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSURED”

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

B. CROSS LIABILITY

Professional Services
Rev Feb. 2014

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE EMAILED OR MAILED TO:

**PURCHASING AND CONTRACT
ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303.**

EMAIL: InsuranceCerts@CityofPaloAlto.org