



CITY COUNCIL STAFF REPORT

ITEM 4.08

DATE: September 28, 2015

TO: Honorable Mayor and City Council

FROM: Darren Greenwood, Public Works Director
Stephan Kiefer, Community and Economic Development Director

SUBJECT: Professional Services Agreement with Kayuga Solution for the development of an asset management program

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of a Professional Services Agreement with Kayuga Solution in the amount of \$511,830 for the development of an asset management program for non-enterprise funded assets

SUMMARY

On February 9, 2015, the City Council directed staff to develop an asset management program. This program will evaluate the current status of the City's non-enterprise assets and recommend methods and frequencies of maintenance to most effectively maintain those assets. Additionally, this program will also evaluate management alternatives and recommend criteria for the prioritization of maintenance based on risk and related factors. Under the proposed agreement, Kayuga Solution will assist City staff in creating the framework for the Asset Management Program and conducting condition assessments on various City assets. This program will be further developed and refined by City staff as an ongoing program.

DISCUSSION

The City owns, operates, and maintains a variety of public infrastructure. The focus of this asset management effort is on the infrastructure systems that are funded in whole or in part by the City's General Fund. These systems include: streets, sidewalks, traffic control devices, street lights, public landscaping, parks, public buildings, fountains and water features, historical facilities, public art, drainage facilities, streams and channels, decorative walls, and trails. These systems not only represent a very large investment of

public funds, but also include features and facilities which are essential for the City to continue to provide core services to its residents.

City staff issued a Request for Proposals (RFP) in order to retain the services of a consultant to help develop this asset management program. Staff received two responses. City staff interviewed both of the proposers, Kayuga Solution and AECOM. The scope of services proposed by Kayuga Solution represents the best fit for the needs of City staff and their cost is reasonable.

City staff anticipates that it will take between 18 and 24 months in order to develop the framework for and basic assessment of an asset management program. City staff will present components of the overall plan to Council along the way as the program continues to develop. The purpose of these “check-ins” will be to ensure that the Council is up to date on the progress of the program and to discuss components of the plan in more depth in order to seek direction from Council. The near-term milestones include:

- Presentation by Consultant on program overview and schedule – October 2015
- Presentation of the Asset Management Plan for Pavement – November 2015
- Existing CIP Review (to delineate enhancement and expansion costs versus repair and replacement costs) – December 2015

Additional milestones will be presented along with the program overview in October.

As an important part of this process staff recommends that the City convene a community outreach committee to educate members of the public about the City’s infrastructure and to obtain feedback on various components of the asset management program. Staff will return to Council over the next few months to discuss the makeup of this committee.

The purpose of the scope of the work is to create a sustainable program which can be continually updated and improved over the years. This work includes such steps as: collecting data and inventorying the City’s various assets, performing condition assessments of those assets, identifying failure modes and remaining useful lives, determining replacement costs, recommending levels of service, developing a risk assessment, determining ways to prioritize the maintenance of the various assets, and evaluating management strategies and technologies. City staff will be deeply involved in all aspects of this program development and will be tasked with the continual improvement of the program.

FISCAL AND ADMINISTRATIVE IMPACTS

This project is included in the City’s Capital Improvement Budget as CIP Project No. 2016-12 titled “Asset Management Plan Project” and is appropriated within the General Fund.

ATTACHMENTS

None.

Prepared by:

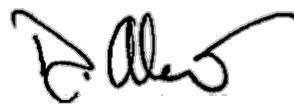
Anthony Smith
Management Analyst

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
KAYUGA SOLUTION FOR DEVELOPMENT OF AN
ASSET MANAGEMENT PROGRAM**

At its meeting of February 9, 2015, the City Council authorized staff to undertake the development of an asset management program. This program will evaluate the current status of the City's non-enterprise assets, and recommend methods and frequencies of maintenance to most effectively maintain those assets. This program will also evaluate management alternatives and recommend criteria for the prioritization of maintenance based on risk and related factors. Under the proposed agreement, Kayuga Solution will assist City staff in creating the framework for the Asset Management Program and in conducting condition assessments on various City assets. This program will be further developed and refined by City staff as an ongoing program.

The City of Livermore recently completed a Request for Proposals (RFP) process for a consultant to develop an asset management program for the City's non-enterprise funded assets. Kayuga Solution's proposal has been selected as the best value.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore authorizes the City Manager to execute an agreement, attached hereto as Exhibit A, for services with Kayuga Solution, in a not-to-exceed amount of \$511,830, for the development of an asset management program.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 28, 2015, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

APPROVED AS TO FORM:



Susan Neer
City Clerk

Catrina Fobian
Assistant City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this day of , 2015, by and between the City of Livermore ("City"), a municipal corporation, and KAYUGA SOLUTION, INC. ("Consultant"), a California corporation.

RECITALS

City requires professional services to develop an asset management program.

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these warranties to retain Consultant.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Retention as Consultant.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.
2. **Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.
3. **Description of Services.** Consultant shall provide professional asset management services to CITY as more particularly set forth in Exhibit "A" (collectively "the Services").
4. **Consultant's Responsibilities.** Consultant shall:
 - (a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;
 - (b) Provide the resources necessary to complete the Services in a timely manner;
 - (c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

(d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

(e) Comply with all laws in effect that are related to Consultant and the Services;

(f) Coordinate the Services with Anthony Smith ("Project Manager"), or such other person designated as the Project Manager by City;

(g) Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

(h) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(i) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Consultant shall give City 30 calendar-days' written notice prior to destroying the invoices and records, and allow City an opportunity to take possession. If City wants them, Consultant and City shall coordinate their delivery to City in the most efficient manner possible;

(j) Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services; and,

(k) Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant.

5. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of \$511,830 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

(b) City shall pay Consultant no later than 30 days after City receives a written invoice from Consultant and verifies the Services were performed for the payment requested.

6. **Term.** The term of this Agreement commences on October 1, 2015, and terminates upon the completion of the Services or December 31, 2017, whichever occurs first.

7. **Termination by City.** City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5.

8. **Ownership of Documents.** All drawings, designs, data, photographs, reports and other items prepared or obtained by Consultant in the performance of the Services are City's property and Consultant shall deliver them to City upon demand.

9. **Copyright and Right of Use.** All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. **Confidentiality.** Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's employees who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

11. **Hold Harmless and Indemnity.** Consultant shall defend, indemnify and hold City, its elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including but not limited to reasonable attorney, consultant and expert fees, and court costs arising out of or in connection with this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

12. **Insurance.** Consultant shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in

the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Acceptance of Final Payment. Consultant's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

14. Acceptance of Work. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

15. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

16. Economic Disclosure. Consultant shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants' financial interest. While it is Consultant's sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

17. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement.

18. No Assignment. Consultant shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Consultant constitutes an assignment.

19. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Consultant must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.

20. Construction of Language. The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an

inconsistency or conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

21. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

22. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

TO CITY: Attention: City Manager
 City of Livermore
 1052 S Livermore Avenue
 Livermore, California 94550

TO CONSULTANT: Attention: Colin Chung
 Kayuga Solution, Inc.
 9641 Irvine Center Drive
 Irvine, CA 92618

23. Waiver. Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

24. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

25. Counterparts. This Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

Signatures and Attachment List on the Next Page

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

Dated:

CONSULTANT:



By: COLIN CHUNG
Title: PRESIDENT

Dated:

CITY OF LIVERMORE

MARC ROBERTS
CITY MANAGER

APPROVED AS TO FORM:



Assistant/City Attorney

gms

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Insurance Coverage, Amounts and Terms

EXHIBIT A
SCOPE OF SERVICES

Objective: CONSULTANT shall develop the framework of an asset management program, gather asset data, prioritize asset repairs and replacements with a focus on the most imminent threats to the City's infrastructure, and minimize potential liability for the City.

TASKS

CONSULTANT shall perform the following tasks, at a minimum, in order to meet the intent of this asset management program:

1. **Presentations & Training:** Consultant shall provide adequate oversight and administration of project to ensure its success and adherence to schedule. Consultant shall attend and/or conduct, at a minimum, the following meetings located at various locations within the City of Livermore (with estimated times):
 - a. One (1) Kick-Off Meeting (2 hours)
 - b. Two (2) Initial Asset Management Training Sessions For City Staff (2 hours each)
 - c. One (1) Project Validation and Prioritization Workshop (2 hours)
 - d. One (1) Project Validation and Prioritization Tool Training (2 hours)
 - e. One (1) Failure Mode Assessment Methodology Training (2 hours)
 - f. Two (2) Risk Assessment Workshops (2 hours each)
 - g. Up to Ten (10) City Council Meeting Presentations (3 hours each)
 - i. One of these presentations will be a program overview.

City expects Consultant to be in Livermore a minimum of once per month for the duration of the project in order to effectively deliver the services anticipated by this agreement.

Deliverables: Electronic minutes for each meeting, electronic copies of all presentations to City Council and City staff.

2. **Project Management and Schedule** – Consultant shall develop a comprehensive schedule for the project which shall be submitted to the City for approval. Consultant shall complete this project within 18 months of contract approval. Consultant shall constantly monitor adherence to the schedule and identify any issues or needs in the form of a monthly update. Consultant shall

develop mechanisms to address any work that may be behind schedule. Consultant shall also provide budget monitoring as a part of the monthly updates.

Deliverables: Monthly update reports identifying progress during the previous month, progress to date, percentage of each task completed, outstanding issues and resolution method, and a comparison of progress to date versus schedule. Consultant shall also provide a monthly invoice.

- 3. Asset Register-** The Consultant shall develop a database that includes all City non-enterprise assets associated with the infrastructure systems noted in this Exhibit A. Consultant shall help identify an appropriate system for grouping assets by type and identify key subsets. The database will describe and uniquely identify each asset and component of any asset group and shall be compatible with the City's existing GIS system. Asset location shall be determined by GPS where applicable. Consultant shall develop and recommend data standards that delineate the required asset attributes to be captured in order to effectively facilitate the asset management process. Where the City has existing asset definition and naming/numbering policies, the Consultant shall review all existing policies and, where appropriate, provide recommendations for improvement. Consultant shall populate all applicable data attributes in the asset register. Consultant shall work with the City to help identify missing inventory assets. At a minimum, the asset inventory shall incorporate:
- a. Asset classes
 - b. Asset definition
 - c. Asset naming/numbering convention
 - d. Asset location
 - e. Current Condition (related to items 3/4)
 - f. Target Service Standard (related to item 6)

Deliverables: Asset register for each asset management system compatible with City's existing or planned asset management program.

- 4. Data Collection –** As part of the development of an Asset Inventory under item 2, Consultant shall collect the following data and verify existing City data:
- a. Buildings – All inventory and condition assessment information associated with ASTM Uniformat II (ASTM E1557-09) classification standards for all City-owned non-enterprise buildings (36).
 - b. Sidewalks – Complete inventory including maintenance responsibility and sidewalk claim locations; Condition assessment for the following areas: Downtown (generally defined as the area bounded by and including Railroad Avenue, South S Street, Fourth Street, and Maple Street), high-

pedestrian areas such as schools/parks/senior homes/medical facilities, and statistically reliable samples of other areas of similar type (eg. Industrial areas, residential areas with monolithic sidewalk/curb/gutter, new residential subdivisions, etc.) throughout the City. Sidewalk inventory and condition assessment shall also include curb ramps and their compliance with current Americans with Disabilities Act (ADA) standards.

- c. Curb and Gutter – Inventory of quantity of curb and/or gutters; condition assessment of a statistically reliable sample (may couple with sidewalk condition assessment).
- d. Storm Drain System – Inventory information on any facilities not included in existing City data; condition assessment of pump stations, channel culverts, water quality basins, and statistically reliable samples of similar types of streambeds within the City. This item also includes drone video recording of the City's streambeds for condition assessment. City shall provide existing Stream Maintenance Permit to Consultant.
- e. Street Lights and Traffic Control Devices-- Inventory information on street signs, traffic signals, signal interconnects, traffic control cabinets, and related equipment not included in existing City data.
- f. Parks and Plazas (approx. 33 acres) – Inventory and condition assessment information on appropriate components of City-maintained parks including, but not limited to, concrete or asphalt surfaces, irrigation controllers, backflow preventers, irrigation master valves, picnic tables, barbecues, shade structures, drinking fountains, benches, fountains/water features, restroom buildings, trellises, playground equipment, signs.
- g. Landscape Areas (approx. 350 acres) - Inventory and condition assessment information on appropriate components of City-maintained landscaped areas including, but not limited to, concrete or asphalt surfaces, irrigation controllers, backflow preventers, irrigation master valves, decorative lighting, signs.
- h. Trees – Inventory and condition assessment of downtown area (previously defined) and a statistically reliable sample of other trees.
- i. Walls – Complete inventory of backing lot/decorative walls/fencing; condition assessment of all walls in the City.
- j. Bridges – Inventory and condition assessment of all City street bridges, bicycle/pedestrian bridges and two overpasses.
- k. Public Artwork – Inventory and condition assessment for all officially-designated public artwork.

5. Identify Failure Modes – Consultant shall work with City to determine the appropriate primary failure mode for each asset and sub-asset (i.e., mortality – item

no longer functions, capacity – asset no longer functions to required capacity, levels of service – asset fails to deliver desired level of service, financial efficiency – asset costs more to maintain than to replace). Consultant shall provide failure mode assessment methodology and train City staff on usage of the methodology. Consultant shall include in the asset register the failure mode predictions.

Deliverables: Failure mode identification for all assets.

- 6. Determine Residual Lives** - Consultant shall determine the residual life for all assets and sub-assets in the asset register. This determination may be based on shared knowledge, condition assessment and/or decay curves. Consultant shall use available historical data to develop decay curves specific to the City's working environments. Consultant shall compare determined residual lives to the City's GASB-34 report and identify any disparities for reconciliation. Consultant shall update the asset register with determined residual lives. Consultant shall also document the impact of preventative maintenance on the residual lives of assets.

Deliverables: Residual life for all assets, matrix of preventative maintenance techniques and their impact on extending the lives of assets, GASB-34 comparison matrix/chart.
- 7. Determine Replacement Costs** – Consultant shall estimate a replacement cost for all assets and sub-assets in the asset register. Consultant shall compare and consider the City's GASB34 asset replacement book value. Consultant shall record all estimated replacement costs in the asset register. Final determination of replacement cost will be approved by City.

Deliverables: Replacement costs for all assets.
- 8. Evaluate, Document, and Recommend Levels of Service** - Consultant shall help the City establish and document the strategic levels of service for the City's asset management systems. This work shall include a review of all current City practices and an evaluation of current industry technologies. Consultant shall recommend changes in technologies where appropriate. The levels of service shall capture the City's current and future services and shall consider the impacts of these levels of service such as environmental, social, and economic/financial. City and Consultant shall agree on a horizon year for use in determining the impacts of various levels of service.

Deliverables: Recommended Levels of Service for all applicable assets, recommended maintenance methodologies, technology review.
- 9. Risk Assessment** - Consultant shall assess the City's risk exposure based upon the probability and consequence of failure as well as redundancy. Consultant shall

develop recommended risk classifications and standards for the City's assets. All risk classifications and methodologies shall be approved by the City. Consultant shall thoroughly document the methodologies for the various components of the risk assessment. Consultant shall also develop and provide risk maps for all applicable assets that are compatible with the City's GIS system.

Deliverables: Risk assessment methodology, risk assessment results, risk matrix for each asset management system, risk maps where applicable.

10. Asset Prioritization Criteria – Consultant shall develop a method to prioritize funding between various assets. Consultant shall develop a set of criteria to determine how to prioritize limited resources between various types of infrastructure. The scope of the criteria involved shall be by mutual agreement of the City and Consultant. Tasks for this work item shall include at a minimum:

- a. Review of existing CIP and project ranking criteria
- b. Development of Project Validation and Prioritization Methodology
- c. Development of Project Validation and Prioritization Tool
- d. Refine and Finalize Methodology and Tool

Deliverables: Project Validation and Prioritization Methodology Documentation

11. Develop Management Strategies - Consultant shall develop management strategies for each of the City's Assets. Management strategies shall group similar assets and assign management strategies for each group. Consultant shall identify a baseline strategy for each asset that evaluates the effects of current practices and funding level. At a minimum, the management strategies shall include useful life, refurbishment activities, minimum acceptable condition level, and maximum acceptable risk level. Consultant shall provide the City with a management strategy table and a renewal profile showing projected annual repair/replacement funding over next 100 years. Consultant shall evaluate alternative management strategies and demonstrate the effectiveness of these alternatives compared to the baseline.

Consultant shall also provide an industry review of current strategies, technologies and methodologies for maintaining and rehabilitating each infrastructure type. Consultant shall evaluate and recommend any changes or new strategies, technologies, or methodologies to improve the effectiveness of managing the various assets.

Deliverables: Management strategies for all assets, long-range renewal profile, life cycle cost logic, matrix of alternative management strategies results.

12. Asset Management Program - Consultant shall develop an asset management

program for the City's infrastructure utilizing their Infrastructure Reinvestment Intelligence System (IRIS) software. The asset management program shall be based on the strategies developed and shall incorporate all elements identified in this scope of services. The organization of the asset management program shall resemble the format identified in the International Infrastructure Management Manual or other form approved by the City. All data utilized by the Asset Management System shall be compatible with the City's existing or planned asset management software. The IRIS software shall be provided to the City to use on the City's network and shall not be subject to any future licensing payments. Any updates to the IRIS shall be provided to the City until the December 31, 2025 without any further payment.

Deliverables: Asset Management Program, Manual for IRIS software, future updates to IRIS software.

- 13. GIS Integration** - Consultant shall work with City's GIS Department and GIS consultant to incorporate the results of the asset management system into the City's existing GIS system.

Deliverables: Asset registry information and other applicable data integrated into the City's GIS system.

- 14. Policy Alternatives** – Consultant shall recommend policy alternatives that may help increase the effectiveness of the limited resources available to City for asset management. These policy alternatives should at a minimum, discuss the following items: potential divestment of assets where allowed by law and the impacts of legislation (Federal, State, and Local) on asset management and the availability of financial resources for asset management.

Deliverables: Policy Alternatives document.

- 15. Community Outreach** – Consultant shall support the City's efforts to undertake a public outreach program. This program shall target a broad cross-section of Livermore residents with the goal of educating them about the state of the City's infrastructure and soliciting their opinions on alternative management strategies and recommended levels of service. Consultant shall assist City by developing presentations, attending public workshops, and presenting at the workshops.

Deliverables: Presentations for Public Outreach Meetings.

EXHIBIT B

INSURANCE COVERAGE

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability, including operations, products and completed operations, as applicable:
\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation/Employer's Liability:
Statutory as required by the State of California. A waiver of subrogation is required for Workers' Compensation insurance.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City of Livermore. At the option of the City of Livermore, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Livermore, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Livermore guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City. The City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees and designated volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City of Livermore, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Livermore, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect coverage provided to the City of Livermore, its officers, officials, employees or volunteers.
4. The Contractor'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 canceled by either party, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the City of Livermore.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

Verification of Coverage

Contractor shall furnish the City of Livermore certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete, certified copies of all insurance policies required by this section.