

AGREEMENT FOR CONSULTANT SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on July 1, 2024 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") NCE, ("Consultant"), identified as a C Corporation (Type of Corporation) and whose address is 1885 S Arlington Avenue, Suite 111, Reno NV 89509. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide stormwater network data collection and mapping needed for the creation of a complete and reliable storm drainage GIS map.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal sent to the Town on May 17, 2024, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from July 1, 2024 through June 30, 2025. Consultant shall perform the services described in this agreement as described in Exhibit A.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the

Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- 2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$380,700**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
Email (preferred): AP@losgatosca.gov

- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor

and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its elected and appointed officials, employees, and, agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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 Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

- 3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
- 3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

NCE
1885 S Arlington Avenue, Suite 111
Reno, NV 89509

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

NCE by:

Laurel Prevetti, Town Manager

Jason Drew, Principal

Recommended by:

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk

May 17, 2024

Gary Heap
Town Engineer, Parks & Public Works
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030

RE: Los Gatos Storm Drain Data Collection Project

Dear Mr. Heap:

NCE is pleased to submit the following scope of work for the Los Gatos Storm Drain Data Collection Project (Project).

NCE Scope of Services

Based on NCE's proposal approach, key discussion points from the interview, and follow up discussions, NCE offers the following scope of work for the Project.

Task 1: Project Coordination

Upon an executed contract and the Town's Notice to Proceed, NCE will schedule a kickoff meeting with key staff from the Town and NCE. The purpose of the meeting is to discuss elements of the scope including the approach to fieldwork, the proposed schedule, and the deliverables. Based on the discussion from the interview and subsequent follow-up meetings, the Project will proceed with capturing surface data and limited subsurface attribute information (i.e., pipe material, condition, flow direction, and pipe diameter [when accessible]) to support Operations and Maintenance (O&M) activities. In advance of the kickoff meeting, NCE will begin its review of the Town's existing data and come prepared with an initial assessment and recommendations.

The kickoff meeting will be held via web conference and is anticipated to last up to two hours. Following the meeting, NCE will provide a summary and updated Project schedule, if necessary. During the first month of data collection, brief (30 minute) status meetings will be held to discuss challenges and potential solutions. After the first month of data collection, monthly progress meetings will be held as needed and documented with brief summaries. As necessary, the project schedule will be updated.

Deliverables for Task 1:

- Kickoff meeting agenda and summary (project schedule included).
- Weekly progress meetings held during the first month of data collection (meeting summaries provided following each meeting)
- Monthly progress meetings held after the first month of data collection and for the remainder of the project (meeting summaries provided following each meeting)
- Scheduled updated as necessary.

1003 W. Cutting Blvd., Suite 110
Point Richmond, CA 94804
(510) 215-3620

www.ncenet.com

Task 2: Project Planning

Task 2a: Data Review

Data review will focus on 1), identifying those areas where additional data collection will be necessary (annexed areas, large development projects, etc.) and 2), developing a proposed geodatabase (GDB) data collection schema.

NCE will confirm annex area boundaries with the Town. These areas are likely to require new data collection. Next, NCE will develop a draft GDB data collection schema based on the design of the 2021 data collection GDB. The assets collected in 2021 will not be revisited. Asset types to be collected include Inlets, Manholes, Outfalls, Channels, and Pipes. Attributes and domain values to be collected will include readily available surface data and will be confirmed in Task 2b prior to data collection.

To preserve as much existing information as possible, and to facilitate the data collection workflow, NCE will append the Town's existing data into the new GDB. This will transfer the geometry and much of the existing attributes into the new GDB for subsequent field verification during the data collection task.

Task 2b: Project Delivery Plan

NCE will update the 2021 Project Delivery Plan (PDP) to provide a roadmap for the Project. The updated PDP will detail NCE's review and understanding of the Town's existing data, the data collection approach, definitions for the Town's assets, and the GDB data collection schema. To facilitate review of the geodatabase design, NCE will develop a metadata spreadsheet to outline and describe asset layers, attributes, and domain values. Attributes and domain values to be collected will include readily available surface data.

Up to two rounds of revision each are anticipated to finalize the metadata spreadsheet and the PDP.

Deliverables for Task 2:

- Draft and final PDP.
- Draft metadata spreadsheet (final provided as an appendix of the PDP).

Task 3: Data Collection & Management

NCE will collect up to 6,600 readily accessible assets. Data collected will include horizontal location (sub-foot), type of asset (i.e., inlet/catch basin, manhole, outfall, pipe, channel), and attributes consistent with the data collected in 2021. When pipes are readily accessible (e.g., located directly below catch basin grates or manholes), NCE will collect pipe diameter. Pipe material will be collected when it can be accurately determined via visual observation. NCE proposes to conduct the work over an approximate 15-week period, with two crews of two field technicians, utilizing four 10-hour workdays. For purposes of budget development, a collection rate of 120 assets per day is assumed for the Project (60 assets per crew per day).

Accessible assets are those that are visually observable, located in the Town right of way, easement, or area readily open to the public, and can be opened by hand with a manhole hook or crowbar. Accessible assets are also outside of the travel lane of arterial, collector, or high-speed roadways (over 25 mph) and/or high traffic intersections. The list below helps to clarify what is classified as inaccessible. As inaccessible assets are identified during the data collection, they will be flagged. If funds remain after the data collection task has been completed (6,600 assets collected or all accessible assets/areas visited).

- Accessibility Issues:
 - Assets located behind locked gates.
 - Access prohibited by an obstruction, such as a parked vehicle.
- Maintenance Issues:
 - Assets with stuck/ceased manhole lids, damaged catch basin grates prohibiting visibility into the facility or filled with debris and/or sediment. NCE will attempt to free the stuck lid with a sledgehammer.
 - Several assets are anticipated to be filled or partially filled with debris and/or sediment during data collection. NCE will not perform maintenance during data collection. In situations where facilities obscure attributes of interest (e.g., pipe size [if accessible], pipe material), NCE will take a best guess approach. The asset will be flagged to ensure the Town understands the data collected may not be accurate.
- High Traffic Areas:
 - High traffic areas, identified as arterial and collector streets (see attached Road Classification map), require traffic control. Assets located in these areas will not be collected.
- Private Property:
 - The review of the Town's existing data indicates nearly 40% of assets are located on private property including residential and commercial private property. It is assumed a number of these assets will be inaccessible due to their location on residential private property and not readily accessible to the public (e.g., single family residential homes, parcels behind gates). These assets will not be collected.

Data will be collected using an ESRI-based workflow, including tablets loaded with the ESRI Field Maps mobile application and tethered via Bluetooth to Trimble R2 or EOS Arrow Gold GPS receivers capable of sub-foot horizontal accuracy. Assets part of the Town's existing GIS (excluding the 2021 data) will be updated (i.e., refine spatial information and collect any missing attribute information). Existing attributes will be verified for accuracy and completeness and updated, as appropriate. Storm drain assets missing from the existing GIS will be collected.

One benefit of the ESRI-based workflow collected data can be tracked and viewed in real time within the ArcGIS Online (AGOL) environment. NCE will create a Dashboard to track the progress of data collection over time and throughout the Town. NCE will store an authoritative copy on NCE's AGOL account and periodic backups of the data will be stored on NCE's network. Concurrent to data collection, a technician will conduct a desktop quality assurance and quality control (QA/QC) protocol (explained below) to verify data accuracy and completeness.

Field data, processed in phases throughout the life of a project, is filtered through three rounds of QA/QC, followed by a post data collection review, and a final review by NCE's Project Manager, to evaluate accuracy and completeness at the network level. QA/QC phases conducted during data collection include the steps summarized below. Two additional review stages, Post Data Collection Review, and the Manager Review, are then conducted before and after post processing, discussed in Task 4.

- **First Line Review** – This review step occurs in the field, directly after an asset has been collected. A data technician collects the necessary attributes for each asset while the other technician enters the information, and the values are repeated to ensure the data was entered properly.
- **Second Line Review** – This systematic desktop evaluation involves flagging records with missing or erroneous values.

- **Third Line Review** – This step occurs in the field to check records flagged as part of second line review plus an additional 10% random sample of records collected during the latest phase of the project (the random sample is generated during Second Line Review).

Should budget remain at the conclusion of data collection for readily accessible assets, NCE and the Town may agree to use the remaining budget to return to inaccessible assets or collect additional assets. A daily data collection rate will be used. Examples of how remaining funds could be utilized include:

- Return to assets initially blocked by parked vehicles. This could be coordinated with the Town's sweeping schedule to facilitate collecting assets when the streets have been cleared. If the parked vehicle remains during the revisit, these assets will not be collected.
- Return to assets with stuck/ceased manhole lids or assets located behind locked gates, with assistance from Town maintenance staff, to gain access.
- Return to assets where sediment or debris obscured attributes of interest (e.g., pipe size [if directly below manholes or catch basins], pipe material) after the sediment/debris has been cleared.
- Collect assets located in high traffic areas using traffic control assistance from a sub-contractor. A daily traffic control rate would be applied in addition to the daily data collection rate.
- For assets located on residential private property not readily accessible to the public (e.g., single family residential homes, parcels behind gates), the Town will create and print door hanger notifications. NCE will hang notifications on these properties 48 hours in advance of data collection. If NCE returns to these properties and they remain inaccessible or NCE is not granted access to enter, data will not be collected.

Deliverables associated with work conducted in this task will be provided as part of Task 5.

Task 4: Post Processing

Upon completion of data collection, a GIS Specialist will perform a fourth round of QC (Post Field Review). Annotations are added for storm drain assets with missing information (e.g., not accessible). Flow direction is evaluated to ensure accuracy within the network. Connectivity is programmatically checked to ensure lines snap to points.

Following the Post Field Review, NCE will review the data one final time. This final review helps to identify possible issues of network connectivity, flow direction, and/or unrealistic or improbable values.

Deliverables associated with work conducted in this task will be provided as part of Task 5.

Task 5: Final Deliverables

The final task includes the development of a Data Collection Summary Report to outline what was accomplished during the data collection projects. Assets requiring attention (e.g., broken pipes, broken grates, clogged structures, etc.) will be identified in a table, as well as in the GIS. Additional mapping products, including a large format, system-wide PDF map, and a more portable, larger scale map book PDF will be provided. Up to two rounds of edits are anticipated to finalize the Summary Report. The draft GDB will also be provided with the final deliverables. NCE will perform desktop-based edits during this review and assumes no additional field work will be necessary (e.g., field name changes, domain value changes).

Deliverables for Task 5:

- Draft and final Data Collection Summary Report.

- Draft and final GDB (in both ESRI File GDB and AutoCAD format with attributes retained).
- Large format system-wide PDF map.
- Map book PDF.

Assumptions

- Task 1
 - The kickoff call will be held via web conference and last up to two hours.
 - The schedule will be revised once, if necessary.
- Task 2
 - The PDP and the metadata spreadsheet will be limited to one round of edits each.
 - The data collection schema for the current project will closely mirror the schema developed for the 2021 project (minus the constraints associated with subsurface data and vertical accuracy).
 - Revisiting assets collected in 2021 is not included in this scope.
- Task 3
 - Up to 6,600 assets will be collected within the Town boundaries.
 - Assets located outside the Town limits will not be collected.
 - Assets will be collected at a rate of 120 per day.
 - Assets determined to have accessibility issues, maintenance issues, located in high traffic areas, or located on residential private property (not readily accessible to the public) will not be collected. If funds remain at the completion of data collection, NCE will work with the town to prioritize how best to use those funds to collect additional data.
 - Approximately 15 weeks is estimated for data collection.
 - Estimated horizontal spatial accuracy is sub-foot. If conditions exist impacting this level of accuracy, a spatial data point will be collected a second time and the highest resolution data point will be used.
 - Vertical accuracy will be collected and reported for point assets, but no quality control will be applied (i.e., the focus of spatial accuracy for this project is horizontal, so vertical accuracy will be provided “as is”).
 - Attribute data collection for pipes will include pipe material, pipe diameter (when accessible, see below), condition, and flow direction when they can accurately be collected from the surface of the asset. Pipe invert elevation and facility floor elevations will not be collected.
 - Pipe diameter will be collected when the pipe is accessible and the diameter can accurately be measured. If pipes are recessed or other conditions impact the ability to accurately collect data, pipe diameter will not be collected. Approximately one-third of pipes in the Town’s existing geodatabase (i.e., 1,110) is missing a value for pipe diameter. During data collection the following logic will be applied:
 - If the pipe is accessible (e.g., directly below a catch basin or manhole opening), it will be measured and the value entered (if blank) or verified (if a value exists) – it will then be marked as “Verified”.
 - If a pipe is not accessible, and has an existing value, that value will be assumed correct and it will be marked as “Not Verified”. If pipe diameter is missing a value, it will be left blank and marked as “Not Verified”.

- Task 5
 - The Summary Report will be brief and outline the major accomplishments of the project.
 - The report and mapping deliverables (PDF map book and large format system map) will be limited to one round of edits each.
 - The final GDB will also be converted to AutoCAD format; however, a certain amount of data loss will occur such as domain values (ability to select from a drop-down), photo attachments, and truncation of field headers. Conversion to AutoCAD will be for 2D linework only, not 3D. Attribute values in GIS will be retained in AutoCAD.

Schedule

Based on a Notice to Proceed (NTP) by early July, 2024, NCE has identified the following preliminary schedule:

- Task 1
 - Kickoff meeting conducted soon after the NTP in early July.
- Task 2
 - Draft PDP to Town for review by late July.
 - Final PDP approved by late August.
- Task 3
 - Data collection will start in early to mid-September and extend through January 2025.
- Task 4
 - Post processing and final data review will be completed by March 2025.
- Task 5
 - Draft Summary Report and mapping deliverables (PDF maps and GDB) provided by April 2025.
 - Final deliverables provided by May 2025.

Cost Estimate

NCE proposes to provide the above-listed services on a time and materials basis in accordance with our Schedule of Charges. To collect up to 6,600 storm drain assets focused primarily on surface data, the total fee for this scope of services will not exceed \$380,700. The table below provides the cost breakdown per task.

Task	Fee
Task 1. Project Coordination	\$10,200
Task 2. Project Planning	\$26,200
Task 3. Data Collection	\$318,500
Task 4. Post Processing	\$12,900
Task 5. Final Deliverables	\$12,900
Total	\$380,700

Supplemental Data Collection Daily Rate

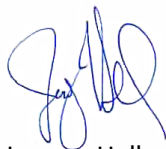
Should funds remain at the completion of the data collection task (up to 6,600 readily accessible assets collected), NCE will work with the Town to determine how best to use the remainder of the Task 3 budget. For a daily rate of \$2,000 per crew (two technicians), NCE can collect up to 40 assets per day. If traffic control is necessary, this can

be accomplished with an additional daily rate of \$2,250 (\$4,250/day). An itemized budget is attached and provides details regarding labor costs and expenses.

We appreciate the opportunity to provide this service to the Town and look forward to working with you on this project. If you have any questions or additional needs, please contact Jeremy Hall at jhall@ncenet.com or 775-588-2505.

Respectfully,

NCE



Jeremy Hall
Project Manager
775-588-2505
JHall@ncenet.com

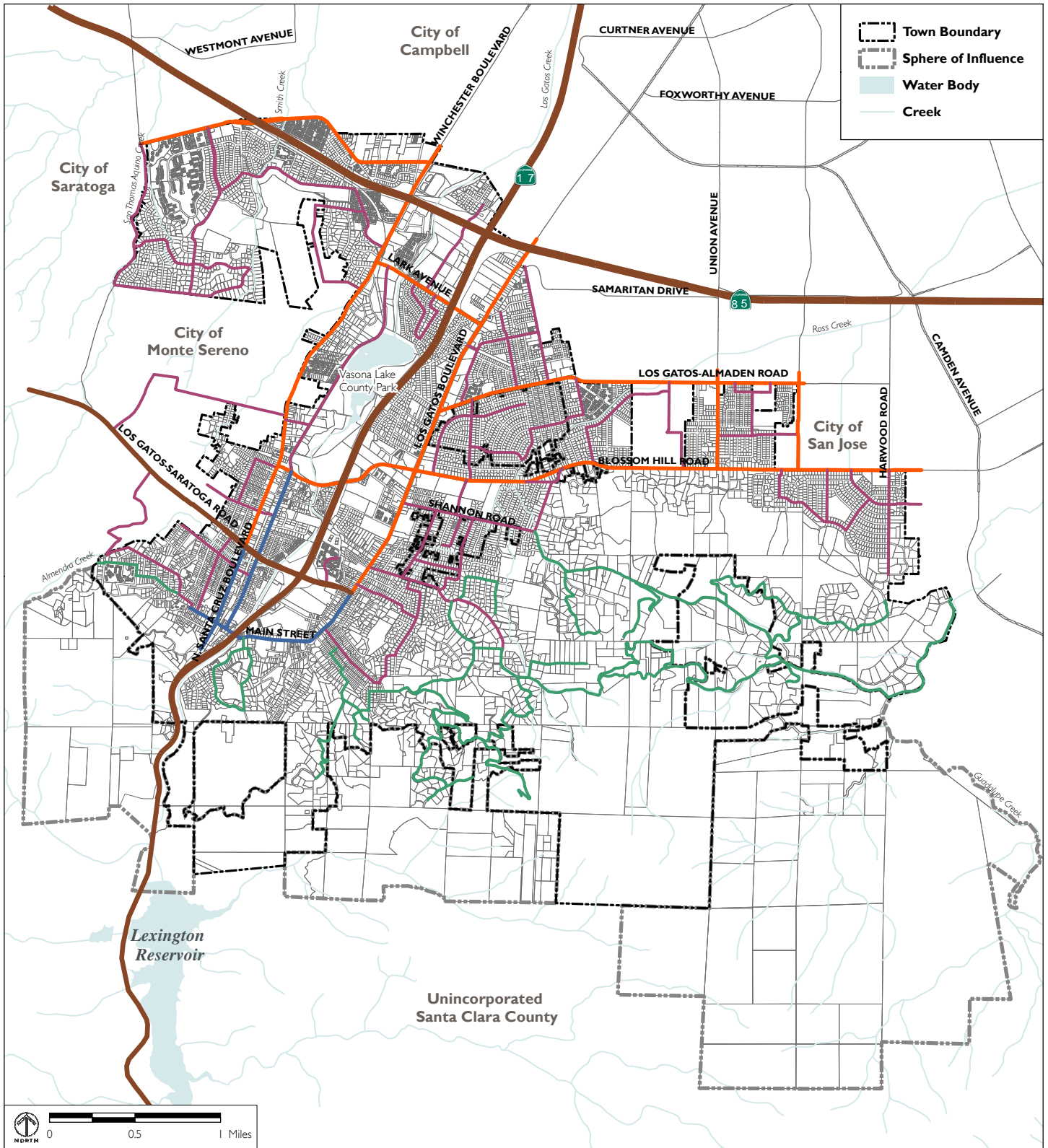


Jason Drew
Principal
775-588-2505
JDrew@ncenet.com

Attachments:

Los Gatos Road Classification Map

Itemized Budget



Source: Town of Los Gatos, 2008.

- Highway
- Arterial
- Collector
- Neighborhood Collector
- Hillside Collector

FIGURE TRA-1

FUNCTIONAL CLASSIFICATION OF ROADWAYS

Task Description	Hourly Breakdown by Personnel									Total Labor	Expenses	Total Cost (Rounded)
	Principal	Associate	Project Manager	Senior Scientist (QA/QC)	Project Scientist	Staff Scientist	GIS Tech	Field Tech	Project Admin			
	\$250	\$220	\$195	\$190	\$170	\$155	\$115	\$100	\$80			
Task 1. Project Kickoff and Coordination	0	0	48	0	0	0	0	8	1	\$10,240	\$0	\$10,200
Task 2. Project Planning	0	20	40	0	0	32	48	24	2	\$25,240	\$974	\$26,200
Task 3. Data Collection	0	0	0	0	78	0	61	2400	0	\$260,275	\$58,220	\$318,500
Task 4. Post Processing	0	0	12	0	24	0	56	0	0	\$12,860	\$0	\$12,900
Task 5. Final Deliverables	1	0	32	0	0	0	56	0	0	\$12,930	\$0	\$12,900
Total	1	20	132	0	102	32	221	2432	3	\$321,545	\$59,194	\$380,700
Data collection daily rate:	\$2,000											
Traffic control daily rate:	\$2,250											

Expenses	Task 1	Task 2	Task 3	Task 4	Task 5	Cost
Truck	\$0	\$200	\$12,000	\$0	\$0	\$12,200
Field Equipment	\$0	\$0	\$6,000	\$0	\$0	\$6,000
Printing	\$0	\$200	\$0	\$0	\$0	\$200
Milage/Lodging	\$0	\$574	\$40,220	\$0	\$0	\$40,794
Task Total	\$0	\$974	\$58,220	\$0	\$0	\$59,194