

RESOLUTION NO. 2005-38

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DAVID  
EVANS AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR THE  
BOND ROAD WIDENING PROJECT – BRADSHAW ROAD TO GRANT LINE ROAD**


**WHEREAS**, the City of Elk Grove requires professional services for project design, preparation of construction documents and related engineering services for the Bond Road Widening Project – Bradshaw Road to Grant Line Road; and

**WHEREAS**, City staff has determined through a competitive selection process that David Evans and Associates, Inc. is best qualified to carry out the engineering services required for this project.


**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove hereby authorizes the City Manager or his designee to enter into a professional services contract for the Bond Road Widening Project – Bradshaw Road to Grant Line Road for an amount not to exceed \$822,588.

**BE IT FURTHER RESOLVED** that up to \$2,000,000 may be advanced to the subject project from the Elk Grove Roadway Fee Program, with any monies advanced to be repaid by developments adjacent to the project as they occur.

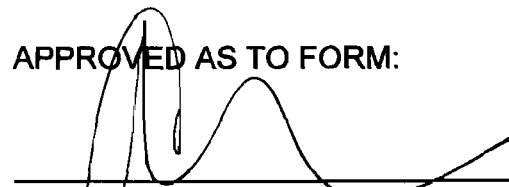
**PASSED AND ADOPTED BY THE** City Council of the City of Elk Grove on this 16<sup>th</sup> day of February 2005.

  
\_\_\_\_\_  
DANIEL BRIGGS, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

  
\_\_\_\_\_  
PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ANTHONY B. MANZANETTI,  
CITY ATTORNEY

CITY OF ELK GROVE



CONTRACT FOR

DAVID EVANS AND ASSOCIATES, INC. - CONSULTANT

Bond Road Widening Project – Bradshaw Road to Grant Line Road



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CONTRACT FOR  
DAVID EVANS AND ASSOCIATES, INC. - CONSULTANT

THIS CONTRACT is made and entered into between City of Elk Grove, a Municipal Corporation ("City") and David Evans and Associates, Inc. ("Consultant"). City and Consultant agree as follows:

1. SCOPE, TERM AND STANDARDS:

A. CONTRACT. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the SCOPE OF WORK AND STANDARDS FOR SERVICES, attached hereto and incorporated herein by this reference as Exhibit A, as requested by the City. Consultant shall, at its own cost, make any revisions of its own work as required by the City and re-do, at its own cost, any work which the City finds unsatisfactory due to Consultant's errors or omissions. Consultant represents and warrants that it has the qualifications, experience, and facilities to properly perform said services in a thorough, competent, and professional manner. This document shall be known as the "Contract." This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If either party to this contract deems that any portion of the Contract Documents shall be in conflict with any other portion, the Parties shall first attempt to informally reach an interpretation of those provisions so as to reconcile them. If after five (5) business days the Parties are unable to reach an informal resolution, the City shall issue in writing an interpretation resolving the conflicting provisions, which shall be provided to Consultant. The interpretation provided by the City shall become final and binding on the parties three (3) business days after it was provided to Consultant, and shall thereafter be an integrated term of this Contract and neither party shall be considered to be the drafter of the provision.

B. CONSULTANT IS INDEPENDENT CONTRACTOR. Consultant enters into this Contract as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. The Consultant shall have no power or authority except by this Contract to bind the City in any respect. All



employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The personnel performing the services under this Contract on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Contract. Consultant shall not at any time or in any manner represent that it or any of its officers, or employees, or agents are in any manner officers, employees, of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. The City shall not be responsible, obligated, or liable in any way to pay any salary, wage, compensation, tax, withholding, benefit, injury, illness claims or other claims made against the Consultant and/or the City by any such employees, agents, contractors or subcontractors, or any other person arising from performance of this Contract. Additionally, Consultant shall be solely responsible, obligated, and liable for any and/or all salary, wage, compensation, tax, withholding, benefit, injury, illness claims or other claims made against Consultant and/or the City by any such employees, agents, contractors or subcontractors, or other person arising from performance of this contract, and Consultant shall indemnify, defend and hold harmless the City against such claims to the extent caused by Consultant's errors, omissions or negligence.

**C. NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING.**

Consultant shall not be compensated for any services rendered in connection with its performance of this Contract, which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager or the City Manager's designee (hereinafter "City Manager" shall include the City Manager's designee). Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's express written authorization signed by the City Manager is given to Consultant for the performance of said services.

**D. TERM**

Except as provided in Sections 6 and 19, below, this Contract shall terminate no later than December 31, 2007.

**E. INTENDED USE OF CONSULTANT'S PRODUCT AND MATERIALS.**

It is expressly intended by the parties that the Consultant's work product and materials, whether or not in writing, shall be used for the purposes of preparing construction documents and related engineering services for the Bond Road Widening Project – Bradshaw Road to Grant Line Road.

**2. EMPLOYMENT STATUS OF PERSONNEL**

**A. AGENT OF CITY.** For the purposes of performing the services provided for in this Contract, and for the purpose of giving official status to the performance thereof where necessary, every Consultant officer and employee engaged in the performance of any service under this Contract shall be deemed to be an agent of City while performing such services, provided that such services are within the



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scope of this Contract and are purely municipal functions. Notwithstanding the agency relationship established by this subsection, City shall not be liable for any act or omission of any Consultant officer or employee performing the services provided for in this Contract, unless specifically provided for in this Contract.

**B. EMPLOYEES OF CONSULTANT.** Any persons employed by Consultant for the performance of services pursuant to this Contract shall remain employees of Consultant, shall at all times be under the direction and control of Consultant, and shall not be considered employees of City. All persons employed by Consultant to perform services pursuant to this Contract shall be entitled solely to the right and privileges afforded to Consultant employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.

**C. INDEPENDENT INVESTIGATION.** The Consultant agrees and hereby represents it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

**D. COMPLIANCE WITH EMPLOYMENT LAWS.** The Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

**E. UNLAWFUL DISCRIMINATION PROHIBITED.** Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

**3. TIME OF PERFORMANCE:**

The services of Consultant are to commence upon execution of this Contract by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A.

**4. COMPENSATION:**

**A. TERMS.** Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Total compensation to Consultant shall not exceed \$822,588.00 without the advance written consent of City.

**B. TIME FOR PAYMENT.** Payments shall be made within thirty (30) days after receipt of each invoice as to all undisputed fees. If City disputes any of Consultant's fees, it shall give written notice to Consultant within 20 days of receipt of an invoice of any disputed fees set forth on the invoice.





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5. SUPERVISOR, LABOR AGREEMENTS AND PERSONNEL:

A. CONSULTANT SUPERVISES PERSONNEL. The Consultant shall have the responsibility for supervising the services provided under this Contract, hiring of personnel, establishing standards of performance, assignment of personnel, determining and affecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel. The City Manager may use any reasonable means to monitor performance and the Consultant shall comply with the City Manager's request to monitor performance.

B. LABOR RELATIONS. Consultant shall be responsible for negotiating and administrating all labor relations agreements and personnel rules and procedures between Consultant and its employees rendering services pursuant to this Contract.

C. PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.

The City acknowledges that the Consultant may be obligated to comply with bargaining agreements and/or other agreements with employees and that the Consultant is legally obligated to comply with these Contracts. It is expressly the intent of the parties and it is agreed by the parties that the Consultant's performance shall not in any manner be subject to any bargaining agreement(s) or any other agreement(s) the Consultant may have covering and/or with its employees.

D. APPROVAL OF STAFF MEMBERS. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

6. TERMINATION:

A. 90 DAYS NOTICE. Either Party, upon ninety (90) days written notice, may terminate this Contract, without cause, at any time. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Contract up to the date of termination. If the City has advanced payment, Consultant shall refund unused fees as of the date of the termination.

B. OBLIGATIONS SURVIVE TERMINATION. Notwithstanding any termination of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined. All of the indemnification, defense and hold harmless obligations in this Contract shall survive termination.

7. CHANGES:

The City or Consultant may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount



of Consultant's compensation and/or changes in the schedule must be authorized in advance by both Parties in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract. Any increase in the amount of Consultant's compensation and/or changes in Exhibit A and or Exhibit B must be authorized in advance by the City Manager.

8. PROPERTY OF CITY:

A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY.

It is mutually agreed that all materials prepared by the Consultant under this Contract are upon creation and shall be at all times the exclusive property of the City, and the Consultant shall have no property right therein whatsoever. City agrees that Consultant shall bear no responsibility for any modifications made to, or reuse of, the materials prepared by the Consultant if used for purposes other than those expressly set forth in the Intended Use of Consultant's Products and Materials section of this Contract. Consultant shall not disseminate any information or reports gathered or created pursuant to this Contract without the prior written approval of City including without limitation information or reports required by government agencies to enable Consultant to perform its duties under this Contract and as may be required under the California Public Records Act excepting therefrom as may be provided by court order. Consultant will be allowed to retain copies of all deliverables.

B. CONSULTANT TO DELIVER CITY PROPERTY.

Immediately upon termination, or upon the request by the City, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and property of the City as may have been prepared or accumulated to date by the Consultant in performing this Contract. Consultant will be allowed to retain copies of all deliverables to the City.

9. CONFLICTS OF INTEREST

A. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Contract. Consultant further covenants that in the performance of this Contract, Consultant shall take reasonable care to ensure that no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Contract. Consultant agrees to include language similar to this Section 9(A) in all contracts with subcontractors and agents for the work contemplated herein.

B. CITY understands and acknowledges that Consultant is, as of the date of execution of this Contract, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.



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10. CONFIDENTIAL INFORMATION

A. ALL INFORMATION KEPT IN CONFIDENCE. All information gained by Consultant in performance of this Contract shall be considered confidential and shall not be released by either party without the other's prior written authorization, including without limitation, that information which is a public record and subject to disclosure pursuant to the California Public Records Act Government Code §6250, et. seq. Neither the City nor the Consultant, its officers, employees, agents, or subcontractors, shall without written authorization given by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Contract or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary", provided Consultant or City gives notice to the other party of such court order or subpoena.

B. REIMBURSEMENT FOR UNAUTHORIZED RELEASE. If City or Consultant or any of its officer, employees, or subcontractors does voluntarily provide information in violation of this Contract, the other party has the right to reimbursement and indemnity from party releasing such information for any damages caused by the releasing party's, including the non-releasing party's attorney's fees and disbursements, including without limitation expert's fees and disbursements.

C. COOPERATION. City and Consultant shall promptly notify the other party should Consultant or City, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Contract and the work performed thereunder or with respect to any project or property located within the City. City and Consultant each retains the right, but has no obligation, to represent the other party and/or be present at any deposition, hearing or similar proceeding. Consultant and City agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by Consultant or City. However, City and Consultant's right to review any such response does not imply or mean the right by the other party to control, direct, or rewrite said response.

11. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES

A. CONSULTANT PROPERTY. Consultant shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform the services required by this Contract. City acknowledges that all equipment and other tangible assets used by Consultant in providing these services are the property of Consultant and shall remain the property of Consultant upon termination of this Contract.

B. SPECIAL SUPPLIES. City shall be responsible for supplying any special supplies, stationary, notices, forms or similar items that it requires to be issued with a City logo. All such items shall be approved by the City Manager and shall be provided at City's sole cost and expense.



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12. COMPLIANCE WITH LOCAL LAW:

A. COMPLIANCE REQUIRED. Consultant shall keep itself informed of applicable local, state, and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Contract. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. Consultant shall at all times hold a valid contractor's license if performing any function or activity for which a license is required pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the California Business and Professions Code, and Consultant shall provide a copy of the license(s) upon the request of the City. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of consultant to comply with this section.

B. PREVAILING WAGES. In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by applicable law.

13. REPRESENTATION:

Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform these services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

14. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City Manager. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant. Consultant is authorized to subcontract with those subcontractors and for these services as identified in Exhibit C, and the terms of Exhibit C are hereby incorporated by this reference into this Contract.

15. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, but only with prior written consent of the City Manager. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Contract shall not be construed that any third party has an interest in the Contract.



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16. INTEREST IN CONTRACT:

Consultant covenants that it shall take reasonable care to ensure that neither it, nor any of its employees, agents, contractors, subcontractors have any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

17. FINDINGS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order. However, Consultant shall not be deemed for any purposes a confidential employee of the City.

18. LIABILITY OF CONSULTANT:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

19. INDEMNITY AND LITIGATION COSTS:

A. CONSULTANT IS SKILLED. Consultant represents it is skilled in the services necessary to perform the duties agreed to hereunder by Consultant, and City relies upon the skills and knowledge of Consultant. Consultant shall perform such duties consistent with the standards generally recognized as being employed by agencies or contractors performing similar service in the State of California.

B. CONSULTANT SHALL INDEMNIFY. Consultant is an independent contractor and shall have no authority to bind City nor to create or incur any obligation on behalf of or liability against City, whether by contract or otherwise, unless such authority is expressly conferred under this Contract or is otherwise expressly conferred in writing by City. City and their elected and appointed officials, officers, agents, employees, and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify, defend, protect, and hold harmless the Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorneys' fees and disbursement, including without limitation expert's fees and disbursements (collectively "Claims"), which the Indemnities may suffer or incur or to which the Indemnities may become subject by reason of or arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, occurring as a result of or allegedly



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caused by the performance or failure to perform by Consultant of Consultant's service under this Contract or the negligent or willful acts or omissions of Consultant, its agents, officers, directors, or employees, in performing any of the services under this Contract, except such loss or damage which was caused by the active negligence or willful misconduct of the City.

C. LIMITS OF INSURANCE NOT LIMITING INDEMNIFICATION. If any action or proceeding is brought against the Indemnities by reason of any of the matters against which Consultant has agreed to indemnify the Indemnities as above provided, Consultant, upon notice from the City, shall defend the Indemnities at Consultant's expense. The Indemnities need not have first paid any of the matters as to which the Indemnities are entitled in order to be indemnified. The Consultant should assure that the insurance required to be maintained by Consultant under this Contract shall ensure Consultant's obligations under this paragraph, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of Sections 19(B) and 19(C) shall survive the expiration or early termination of this Contract.

20. CONSULTANT TO PROVIDE INSURANCE:

A. CONSULTANT SHALL MAINTAIN INSURANCE.

Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

B. CONSULTANT TO PROVIDE EVIDENCE OF INSURANCE.

Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish to the City, and the City must approve, original certificates of insurance and endorsements effecting coverage for all policies required by the Contract. The certificates shall be signed by a person authorized by the insurer, or insurers, to bind coverage on their behalf. Certificates of insurance and endorsements shall be on standard Acord, Department of Insurance, and Insurance Services Office approved forms or on forms approved by the City. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, the Consultant may provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by this Section. At anytime at the written request of the City, the Consultant agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

C. CITY MAY OBTAIN INSURANCE AT CONSULTANT'S EXPENSE.

In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section 20, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct



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the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. NO SUSPENSION OF INSURANCE. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City, except in the event of non-payment of premium, in which case no less than ten (10) days prior written notice by certified mail, return receipt requested, must be given to the City.

E. DEDUCTIBLES. Any deductibles exceeding five thousand dollars (\$5,000) must be declared to, and approved by, the City.

F. COVERAGES SHALL NOT LIMIT OBLIGATIONS. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

G. REQUIRED LIMITS. Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

(1) Workers' Compensation and Employer's Liability Insurance

Consultant shall maintain Workers' Compensation insurance as required by Labor Code Section 3700 of the State of California and Employer's Liability Act's, including Longshoremen's and Harbor Workers' Act ("Acts"), if applicable. Employer's Liability limits shall not be less than one million dollars (\$1,000,000) per occurrence. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

If an injury occurs to any employee of the Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Consultant.



(2) Commercial General and Automobile Liability Insurance.

The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than one million dollars (\$1,000,000) per occurrence/five thousand dollars (\$5,000) medical per occurrence, and two million dollars (\$2,000,000) per policy aggregate. As an alternative to the per policy aggregate the Consultant may have an aggregate limit of one million dollars (\$1,000,000) per project apply. Coverage shall be at least as broad as Insurance Services Office "occurrence form CG 00 01 (ed. 10/03)" covering commercial general liability or its equivalent, and Insurance Services Office "form CA 00 01 (ed. 06/92) covering automobile liability, Code 1 "Any Auto".

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate Certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the insurance requirements stated herein. Commercial general liability coverage shall include independent contractor's coverage, and the Consultant shall be responsible for assuring that all subcontractors are properly insured.

The commercial general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

a. Provision or endorsement naming the City and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b. Provision or endorsement stating that for any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

d. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.





(3) Professional Liability.

The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. As an alternative, contractors and subcontractors of the Consultant may maintain in full force during the term of this Contract, professional liability insurance coverage not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) annual aggregate, provided the Consultant and the Consultant's insurance carrier both provide to the City a written statement to the effect that "There are no known claims, reserves, or circumstances that might impair the annual aggregate amount of Consultant's Professional Liability policy." If any professional liability policy is written on a "claims made" basis, such policy, and any succeeding policy must be specifically endorsed to show that "prior acts" occurring at anytime after the inception date of this Contract will be covered. Upon termination of the Contract with the City, the same professional liability insurance requirements will apply for a three (3) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.

21. RECORDS.

Consultant shall maintain complete and accurate records with respect to labor costs, material expenses, parcels abated or serviced and other such information required by City that relates to the performance of services under this Contract. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. Consultant shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Contract. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

22. MISCELLANEOUS PROVISIONS:

A. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT.

In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

B. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this



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contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

**C. GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the Sacramento Superior Court, federal diversity jurisdiction being expressly waived.

**D. ASSIGNMENT OR SUBSTITUTION.** City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant by this Contract. In recognition of that interest, neither any complete nor partial assignment of this Contract, may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City which consent shall not be unreasonably withheld. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Contract entitling City to any and all remedies at law or in equity, including summary termination of this Contract. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

**E. ENTIRE CONTRACT.** This Contract constitutes the entire Contract and understanding between the parties relative to the services specified herein and there are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in this Contract and this Contract supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.

**F. AMENDMENTS.** This Contract may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

**G. CONSTRUCTION AND INTERPRETATION.** Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

**H. WAIVER.** The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

**I. SEVERABILITY.** The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.



J. NOTICES. All invoices, payments, notices, demands, requests, comments, or approvals that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties (deemed to have been received three (3) business days after deposit in the U.S. Mail) at the following addresses:

City: City of Elk Grove  
City Manager  
8400 Laguna Palms Way  
Elk Grove, CA 95758

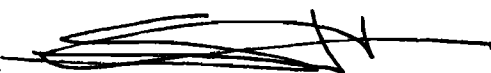
Consultant David Evans and Associates, Inc.  
Greg Oslund, DEA, Inc.  
1544 Eureka Road, Suite 200  
Roseville, CA 95661  
(916) 781-9878

Each party may change the address at which it gives notice by giving ten (10) days advance, written notice to the other party.

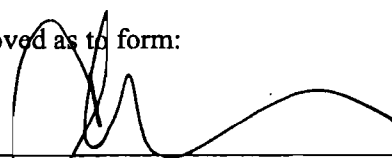
K. AUTHORITY TO EXECUTE. The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by the parties as follows.

**CONSULTANT**

By:   
\_\_\_\_\_  
Stephen J. Thoman, Vice President

Approved as to form:

By:   
\_\_\_\_\_  
Anthony B. Manzanetti, City Attorney

**CONSULTANT**

By:   
\_\_\_\_\_  
Greg Oslund, Senior Associate

**CITY OF ELK GROVE**

By: \_\_\_\_\_  
John Danielson, City Manager

City of Elk Grove  
*David Evans and Associates, Inc.*  
Re: Bond Road Widening Project



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**CERTIFICATE OF COMPLIANCE**  
**WITH LABOR CODE § 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor C. §§1860, 1861.)

CONSULTANT

A handwritten signature in black ink, appearing to read "Stephen J. Thoman", is written over a horizontal line.

Stephen J. Thoman, Vice President



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## EXHIBIT A

### Scope of Work

The Consultant's scope includes nine primary top tasks listed below and fully detailed:

- Task 1 – Project Management**
- Task 2 – Surveys/Mapping**
- Task 3 – Engineering Studies**
- Task 4 – Public Involvement**
- Task 5 – Preliminary Design**
- Task 6 – Right-of-Way Engineering**
- Task 7 – Plans, Specifications and Estimates (PS&E)**
- Task 8 – Bidding Assistance**
- Task 9 – Engineering Services During Construction**

### Task 1 - Project Management

#### 1.1 Team Meetings

The team meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include the Consultant's PM, Consultant task leads, City staff and others as necessary. A kick-off meeting will be held with all of these individuals to review the draft Project Guide and to prepare a risk checklist. The Consultant will provide meeting notices, prepare meeting materials and agenda, and attend and prepare meeting notes for up to sixteen (16) monthly meetings. The Consultant will confer with the City's PM prior to each meeting to get input regarding the agenda and potential attendees.

*Deliverables: Meeting notices, agenda, and minutes*

#### 1.2 Coordination Meetings

The Consultant will coordinate technical design tasks with the City and others through meetings and correspondence. Up to twelve (12) meetings, other than the team meetings, are assumed to be needed for coordination and discussion of specific project needs and issues. The Consultant will prepare an agenda and meeting minutes to document these meetings. The Consultant's PM will facilitate all technical meetings as required. A copy of all correspondence shall be saved in the project files and provided to the City upon request. The Consultant's PM will make up to two presentations to the City Council including preparation of presentation materials and assistance in development of staff reports.

*Deliverables: Meeting agendas and notes, correspondence, and presentation materials*

#### 1.3 Status Reports/Invoices

The Consultant will prepare and submit status reports and invoices to the City on a monthly basis. The status reports will describe project activity, major decisions, deliverables submitted, and work progress vs. expended budget for the time frame covered by the invoice. The invoices will include a breakdown



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of hours and charge rates by grade classification, a summary of expenses, and a copy of subconsultant invoices. A total of 16 status reports/invoices are assumed. In addition, the Consultant will provide informal status reports via e-mail.

*Deliverables: Monthly Status Reports/Invoices  
E-mail Reports*

#### **1.4 Maintain CPM Schedule**

The Consultant will prepare an initial Critical Path Method (CPM) schedule using Microsoft Project 2000 software and will update this schedule prior to each team meeting to reflect the status of the project.

*Deliverable: CPM Schedule*

#### **1.5 Risk Management Plan**

Upon initiating the project, the Consultant will prepare a Risk Checklist with input from each of the task leads and the City's PM, drainage manager, environmental manager, and R/W manager. The Consultant will use the checklist to prioritize the risks and identify the necessary actions to address these risks (avoid, mitigate, assign or accept).

*Deliverable: Risk Checklist*

#### **1.6 Quality Control (QC) Plan**

The Consultant will prepare a Quality Control Plan and provide the technical resources necessary to ensure that the deliverables meet the requirements of the City, County and other reviewing agencies. Particular attention will be paid to the key deliverables associated with the issues identified in the Risk Checklist. Reviews will be conducted by experienced staff not directly involved with the design or preparation of the deliverables. The review will be documented using a review form indicating the reviewer name, date of review, and the resolution of any comments. This task includes providing quality control reviews for the following deliverables:

- Drainage Report
- Traffic Analysis Report
- Traffic Handling Plan
- Geotechnical Report
- 35%, 65% and 95% PS&E

*Deliverable: Quality Control Plan  
QC Review Forms*

#### **1.7 Project Guide**

The Consultant, in coordination with the City, will prepare a Project Guide for use by all staff working on the project. The Project Guide will contain project instructions regarding all aspects of the project.



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This is a dynamic document that will be used by both City and consulting staff throughout the project to track progress, facilitate communications, and document decisions and responsibilities. Topics to be covered by this guide include:

- Project background and purpose
- Lines of communication and organizational chart
- Project charge numbers
- Work plan
- Project schedule
- QA/QC plan
- Project directives
- Design criteria
- Action item log
- Decision log
- Submittal requirement
- CADD standards
- Formatting of calculations, correspondence and other forms
- Project filing system

*Deliverables: Project Guide*

## Task 2 –Surveys/Mapping

### 2.1 Records Retrieval

Using the preliminary title reports for the affected adjacent properties, the Consultant will retrieve deeds and record maps for said properties along with City right-of-way information and public utility mapping. Additionally, the Consultant will seek information about existing survey control points in the vicinity from City, County, State and Federal databases. This information will be compiled into a base map exhibiting the conditions of the existing right-of-way, adjoining private property, and any related encumbrances as currently defined by public records.

### 2.2 Safety Meeting

The Consultant’s project surveyor will reconnoiter the site with his/her field personnel at the beginning of the field operations to determine and evaluate the safety issues that will impact the conduct of the survey work. A tailgate safety meeting will be held to apprise all personnel of the safety issues and the measures to be observed such as signage, selection of safe observation points, and traffic controls if necessary.

### 2.3 Survey Control

Survey control points will be established for the project using GPS, digital levels and electronic total stations. The survey control will be tied to both local and NAD’83/NAVD’88 datum. These survey control points will be exhibited on a “Survey Control Data Sheet” and will be permanent in nature so as to serve as project control during the construction phase.



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*Deliverables: Survey Control Data Sheet*

## **2.4 Field Surveys**

The Consultant will meet with City staff to help determine and understand the exact limits of the project and its survey needs. The proposed survey limits can then (at the City's discretion) be staked on the ground for confirmation before work proceeds. The underground utility detection crew will be directed to conduct its search of underground utilities within these limits. The field surveys will include:

- Property lines and Right-of-Way – The property corner monuments and right-of-way monuments will be searched for and tied to the project control.
- Topographic survey – A detailed topographic survey will be performed to capture all surface features and improvements within the project limits including: road surface, utilities (both surface evident and those marked by the underground detection crew), storm drain facilities, culverts, trees, and landscaping limits.

## **2.5 Topographic Map**

The above survey data will be reduced and rendered into a Digital Terrain Model (DTM) and CADD map. The DTM will provide the designers with the hard data needed to determine cross-sections, profiles, slopes, and spot elevations as required. The CADD map will exhibit 1-foot contours, spot elevations, all pertinent surface features, improvements, tree ratings, and utilities as well as existing road centerlines, right-of-ways, easements, and property lines.

*Deliverables: Project Mapping*

## **Task 3 – Engineering Studies**

### **3.1 Field Investigations/Research**

The Consultant will obtain and review available data related to the project from the City, County, utility companies, and others. The Consultant will conduct field reviews to identify and document physical features and potential design constraints including traffic signs, railing, overhead utilities, trees, utility markers or boxes, fences, landscaping, driveways, mailboxes, bus stops or shelters, maintenance pull-outs, drainage features, irrigation, service panels, and signal/lighting equipment. The initial field review will be conducted prior to the field surveys to ensure that any identified design constraints are located by the subsequent surveys.

The Consultant will prepare a letter report summarizing information about the site including geometrics, utilities, traffic, observed drainage issues, and any other relevant data gathered at the site or during research.

*Deliverables: Field notes and photographs  
Field Review Memo*





### 3.2 Geotechnical Investigations

The Consultant will prepare a Materials Report for the proposed roadway improvements. As part of this task, the Consultant will:

- Review available geologic and existing geotechnical foundation and materials reports for nearby projects. Upon conclusion of the review, the Consultant will provide preliminary maps of proposed boring, coring, and surface sampling locations.
- Visit the site to review physical conditions along the proposed length of roadway improvements, mark the proposed boring and other sample locations, and notify USA prior to all sampling work.
- Meet with City and other USA subscribers to verify location of existing underground utilities and relocate borings, as necessary. Verify existence of obstacles to coring or boring operations.
- Obtain needed encroachment permits from the City of Elk Grove. Private property access permits will be coordinated through the City.
- Drill, log, and sample 8 to 9 borings to depths of approximately 5 to 10 feet at intersection modifications and along the widening, with a boring spacing of approximately 1,000 feet. Borings will be drilled with hollow-stem auger equipment and will allow for measurement of perched groundwater levels if present. Disturbed and undisturbed soil samples will be obtained from each boring for select laboratory testing. Where located within the roadway, measurements of the existing pavement sections and aggregate base will be obtained.
- Provide approximately 8,000 lane-feet of deflection testing and selected coring holes to determine whether the existing pavement along Bond Road is suitable for overlay. Deflection testing will be performed at approximately 150- to 200-foot intervals. The proposed testing program may be modified following preliminary design, road mapping/review, and soil sampling. Pavement cores will be drilled at approximately 10 locations and used in conjunction with deflection testing to determine flexible asphalt-pavement overlay design if applicable. Cores will be advanced using a coring machine equipped with either a 4- or 6-inch diameter core-barrel. Traffic control during deflection testing and coring will be accomplished using a following arrow board.
- Test selected soil samples in the laboratory. Laboratory tests will consist of the following: R-values, moisture/density, compaction, plasticity index, grain size distribution, and strength testing.
- Prepare a draft Materials Report describing the results of the investigation. The report will describe the results of the document review, field exploration, and laboratory testing, including LOTB sheets. The LOTBs will include a graphic description of the soil conditions and a



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summary of the results of our laboratory and field tests. The Materials Report will provide recommendations to be used in the design and construction of the project, including:

- ✓ Description of subsurface materials and existing conditions
- ✓ Review of existing pavement conditions
- ✓ Logs of borings and boring location map
- ✓ Recommendations for compaction
- ✓ Earthwork factors for minor cuts and embankments
- ✓ Fill slope material specifications
- ✓ Trench backfill
- ✓ Recommendations for flatwork construction
- ✓ Construction considerations
- ✓ Overlay and new pavement design sections

A total of 4 copies of the draft Materials Report will be provided for review by the City of Elk Grove. The City will provide a consolidated list of review comments and/or project design changes and the Consultant will provide a maximum of two report revisions. Following the final review, the Consultant will prepare ten copies of the final report.

*Deliverables: Materials Report (10 copies)*

### **3.3 Traffic Analysis**

The Consultant will conduct a traffic analysis to support the environmental document and to provide design guidance to the project team. The traffic analyses will include a quantitative analysis of the following scenarios:

- Existing Conditions
- Existing plus Project
- Cumulative Conditions
- Cumulative plus Project

For the analyses of existing scenarios, the following intersections are included in the study area:

- Bradshaw Road / Sheldon Road
- Bradshaw Road / Bond Road
- Bradshaw Road / Elk Grove Boulevard
- Bader Road / Bond Road
- Grant Line Road / Sheldon Road
- Grant Line Road / Bond Road
- Grant Line Road / Elk Grove Boulevard

For the analyses of cumulative scenarios, the following intersections are included in the study area:

- Bradshaw Road / Sheldon Road



- Bradshaw Road / Bond Road
- Bradshaw Road / Elk Grove Boulevard
- Bader Road / Bond Road
- Grant Line Road / Sheldon Road
- Grant Line Road / Bond Road
- Grant Line Road / Elk Grove Boulevard
- Van Ruiten Ranch "West" Local Street / Bond Road
- Van Ruiten Ranch "East" Local Street (Kapalua Lane) / Bond Road
- Six additional intersections at locations where future Triangle SPA development may connect with Bond Road.

The traffic analysis will include the following tasks:

- **Data Organization and Collection:** The Consultant will review available traffic studies, plans, and traffic data that may be applicable to the proposed project. These include past studies of nearby development, as well as the planned ultimate geometry of the roadways in the study area. Peak period (a.m. and p.m. commuter) intersection traffic counts will be recorded at the existing scenario study area intersections noted above. Twenty-four hour machine traffic counts will be collected at the two roadway segments associated with the existing scenarios (Bradshaw Road to Bader Road and Bader Road to Grant Line Road). A field reconnaissance will be conducted to establish existing roadway characteristics.
- **Traffic Forecasts:** For the study area, future a.m. and p.m. peak hour turning movements and 24-hour segments will be forecast through use of the latest version of the City's General Plan travel model. The Consultant will confer with City staff to ensure that appropriate improvement projects are included in the development of these projections. The Consultant will modify the model in the immediate vicinity of the project to properly reflect the land use and transportation network of the proposed project.
- **Impact Analysis:** All intersections on Bond Road between Bradshaw Road and Grant Line Road will be evaluated in accordance with Highway Capacity Manual 2000 techniques. Potential impacts will be determined in accordance with applicable standards of significance as described below.

For all intersections:

- ✓ Evaluate appropriate access taking into consideration intersection spacing and traffic volumes
- ✓ Evaluate the need and required length for right turn pockets

For intersections allowing left turns to and from Bond Road:

- ✓ Evaluate sight distance



- ✓ Evaluate and recommend the type of control (i.e. stop signs or signalization)
- ✓ Evaluate the need and ability for u-turns at signalized intersections and the impact of allowing or prohibiting u-turns.
- ✓ Evaluate vehicle storage requirements for left turn pocket lengths to accommodate 95th percentile queues. Turn pocket recommendations will consider the associated impacts to trees.

It is assumed that all intersections with Bond Road that are not signalized will be stop sign controlled.

- **Mitigation Measures:** Mitigation measures will be identified as needed to address impacts. Such mitigation measures may include intersection improvements, traffic signals, and roadway widening. Recommended improvements will include an evaluation of signal warrants, stop sign warrants, sight distance, safety, and turn pocket length.
- **Documentation:** The Consultant will document the results of the analysis in a Traffic Impact Study Report and will submit it to the City for review. The Consultant will prepare responses to public and agency comments on the report and will submit a final version to the City for their use in the development of necessary CEQA documents. (Because the nature and extent of the comments are unknown at this time, the project budget assumes eight hours of professional time.) The report will be prepared in accordance with City formats and will include graphics of intersection turning movement volumes and geometry for each time period scenario as well as mitigation measures.

*Deliverables: Traffic Impact Study Report*

### **3.4 Hydrologic Studies and Preliminary Drainage Report**

The Consultant will obtain information relevant to the existing and planned drainage patterns and storm drain facilities in the project area, including existing channels/ditches, pipe locations and sizes, local rainfall intensities, and flows. This information is anticipated to be obtained through a combination of field reconnaissance, the Drainage Master Plan (in progress), as-built plans, and City staff. After reviewing the existing drainage conditions, on- and off-site hydrologic analyses will be conducted for the post-project condition using build-out land uses for all contributing flow areas. On-site analyses will involve developing watershed boundaries for the areas draining to Bond Road, developing flows based on Sacramento County's Sacramento Method, and laying out preliminary drainage concepts that consider tree preservation, right-of-way constraints, aesthetics, and functionality. Special attention will be given to the Bond Rd./Bader Rd. intersection where roadway flooding currently occurs during moderate storm events. Off-site analyses pertain to areas draining through the project area from outside the project limits. If flows are not readily available for these areas, drainage boundaries will be developed and flows calculated based on the Sacramento Method where appropriate. In-depth hydrologic modeling and/or calculations such as HEC-1 or HEC-HMS are not anticipated or included in this scope of work.



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A Drainage Report will be prepared to document the preliminary drainage and hydrology studies based on County and City criteria. The report will provide a detailed discussion of the existing conditions and facilities in the project area, the on- and off-site hydrologic analyses and preliminary design methodologies, existing and post-project drainage patterns and conditions, and any issues of special concern or significance.

*Deliverables: Preliminary Drainage Report*

### **3.5 Alternatives Analysis**

To identify the most effective design for this project, the Consultant will work closely with the City, the City's arborist, the community, and others to develop typical sections and alignments that address the following issues:

- The feasibility of reduced width alternatives
- The physical characteristics of the design that will preserve the rural quality while minimizing right-of-way impacts and maintaining functionality.
- The limitations associated with performing construction activities within a tree's dripline
- The specific needs for access openings in the median, both temporary and permanent

The Consultant will prepare the conceptual alternatives (striping plans) and provide information to compare the cost and benefits of each alternative including tree impacts, construction cost, traffic operations, and staging and traffic handling. The results of this analysis will be documented in a technical memorandum.

*Deliverables: Alternatives Analysis Memorandum*

### **3.6 Preliminary Traffic Handling**

The Consultant will prepare staging and traffic handling concepts designed to accommodate two-way traffic throughout construction. These concepts will provide for temporary pavement and drainage facilities, property access, trash service, mail and newspaper delivery, and school bus service during construction. These concepts will be depicted schematically using the topographic mapping or the available aerial base. The features and benefits of each concept and the recommended alternatives will be documented in a Traffic Handling Memorandum.

*Deliverables: Traffic Handling Memorandum*

## **Task 4 – Public Involvement**

### **4.1 Project Mailing List**

The Consultant will develop a targeted mailing list of up to 1,500 contacts to utilize for disseminating information about the project. The Consultant will utilize MetroScan Software to gather information on area property owners and occupants and couple this with an extensive stakeholder list to make up the 1,500 contact database. The Consultant will coordinate with the City of Elk Grove to augment this list



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with key stakeholders and interest groups including the Sacramento Tree Foundation, Country Oaks Baptist Church, elected officials, and Elk Grove Unified School District. This database will be maintained throughout the project.

*Deliverables: Mailing list*

#### **4.2 Neighborhood Meetings**

The Consultant will hold up to four neighborhood meetings with key community stakeholders and property owners prior to the public workshops. Each meeting will include a maximum of four stakeholders and property owners. The Consultant will work in collaboration with the City to identify the stakeholders and property owners that will be a part of the neighborhood meetings and will produce brief summaries of each meeting.

*Deliverables: Meeting summaries*

#### **4.3 Project Newsletters**

The Consultant will design and produce four project newsletters to be sent to the entire project mailing list. The newsletters will serve as invitations to the public workshops and will be distributed three weeks prior to each workshop as well as at key milestones. The first newsletter will provide an introduction to the project including relevant history and project goals, components, and schedule. This first newsletter will also be used to help frame the nature of the preliminary design phase and to set parameters on what the public can influence at this stage versus later in the final design phase. The second and third newsletters will provide project updates. The final newsletter will serve to update the public on project progress, present project designs that have been developed as a result of the workshops, provide a schedule of the next steps, and serve as closure to the preliminary design phase of the project. The newsletter format will be one-page (8.5" x 11"), double-sided, four-color self-mailers. A project logo/masthead will be created for use on the newsletter and other project materials/public documents. All large mailings will be handled through a mailing house.

*Deliverables: Newsletters*

#### **4.4 Fact Sheet**

The Consultant will design and develop a fact sheet to be posted on the City's website as well as used as a handout at public meetings. The Fact Sheet will be updated at critical milestones throughout the project including before each public workshop. It will provide pertinent information such as project background, relevant history, project goals and components, alternatives, schedule, and progress.

The format will be one-page (8.5 x 11"), double-sided, one-color, and include the project masthead/logo. For electronic uses, the fact sheet will be converted to a full-color PDF. The Consultant coordinate with the City for website placement.

*Deliverables: Fact Sheet*



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#### **4.5 Public Workshops**

The Consultant will hold one public workshop at the beginning of the project after the neighborhood meetings are complete and a second public workshop later in the project. The format for the workshops will include a formal presentation, question and answer session, and an informal, interactive breakout session. The presentations will serve to inform and educate the public about the principal issues, project objectives, parameters regarding what the community can and cannot influence, the planning process, and current status. Project and technical staff will then break the audience into smaller groups in order to present more detailed information and facilitate open discussions. It is envisioned that in the first workshop, the interactive portion of the meeting will be used to solicit the public's input regarding their objectives (what kind of feel do they want this corridor to have?) and their needs (access requirements, special vehicle considerations, etc.). Each group will record its expressed preferences and input, and the design team will use this information in developing the alternatives. Then, in the second workshop, the interactive meeting component will be used to gauge community reactions to the alternatives presented and collect feedback.

The Consultant will coordinate all event logistics including facility reservations in the immediate project area (alternatively the Elk Grove City Chambers), audio/video equipment coordination and rental, room set up and clean up, sign-in sheets, nametags, refreshments, comment cards, and a written meeting summary. Extra steps will be taken to ensure high attendance and participation at the meetings, including personal reminder phone calls to identified stakeholders. The Consultant will also work with local media to place calendar announcements prior to the workshop to encourage attendance.

*Deliverables: Meeting summaries*

#### **4.6 Media Relations**

The Consultant will work with local news publications (e.g. Elk Grove Citizen, Sacramento Bee, and Sacramento Business Journal) to assist in the promotion of the project and the public involvement opportunities. Prior to the public workshops, the Consultant will create and distribute a press release to the media for prominent exposure.

*Deliverables: Press releases*

#### **4.7 City Council Presentation**

At the conclusion of preliminary design, the Consultant will attend and participate in one City Council meeting. The Consultant will work with City staff to develop a presentation that effectively communicates the progress of the project, the alternatives analysis process, and the preferred alternative. The presentation will be in Power Point format and supported by photographs and graphic drawings.

*Deliverables: PowerPoint presentation*



## Task 5 – Preliminary Design

### 5.1 Assistance with Environmental Document/Permitting

The Consultant will assist the City with the environmental documentation and permitting efforts as follows:

- Review of the project description, purpose and need
- Supply drawings depicting the proposed project improvements
- Assist with the development of the study limits
- Review of the draft environmental document
- Provide technical data to assist in obtaining permits

As part of this task, the Consultant will also prepare an Initial Site Assessment to provide information regarding potential hazardous materials impacts along the proposed project that could have a significant effect on the feasibility and/or cost of the project. As part of this task, the Consultant will:

- Provide a commercial search of regulatory agency databases for the area within a 1-mile radius of the project.
- Obtain and review historical aerial photography and maps that include the project area.
- Conduct a site reconnaissance of the project vicinity to identify present land use and readily observable evidence of possible sources of hazardous materials.
- Contact local regulatory agencies regarding the impact of any known hazardous materials sources in the project vicinity.
- Prepare an ISA report for the project corridor summarizing the results of the review of available reports, the database search, site reconnaissance and aerial photo review.

*Deliverables: Study limits map  
Proposed project exhibit  
Initial Site Assessment Report*

### 5.2 Basis of Design Report

The Consultant will prepare a Basis of Design Report to establish the controlling criteria for the geometric design of the project. These criteria are primarily contained in the following geometric design references:

- Caltrans Highway Design Manual
- A Policy on Geometric Design of Highways and Streets, AASHTO, 2001.
- Improvement Standards – County of Sacramento

These references include additional detailed criteria and design guidance that the designer, using sound engineering judgement, will apply to complete the geometric design. Criteria include number and width of lanes, design speed, shoulder and median width, horizontal and vertical alignment, and vertical clearance.





In the event that application of these criteria would result in unreasonable impacts to project cost, right-of-way, and the environment, the Consultant will prepare a design exception fact sheet. The request for exception will describe the non-standard feature and contain all of the information needed to determine if the exception is justified.

In addition to establishing the design criteria, the report will also include:

- Typical cross sections
- A conceptual pavement delineation plan
- A conceptual signal plan (modification and new construction)
- A discussion of key design issues and constraints controlling the geometric design, right-of-way, and construction costs
- Preliminary right-of-way and easement requirements with consideration given to slope catch lines, the size of open ditches, and utility relocations.

*Deliverable: Basis of Design Report*

### **5.3 Utility Coordination**

The Consultant will provide the following utility coordination:

- **Utility 'A' Plans:** The Consultant will send to applicable utility companies the following: 'A' plans (base plans), the Utility Information Form, and a City-approved letter requesting verification of the location, size, and depth (if applicable) of each utility company's facilities within the work area or those that might be affected by the proposed work. Information regarding planned utility construction that might affect the project also will be requested. The 'A' plans will be distributed as soon as the base map is completed.
- **Utility Conflict Analysis:** The Consultant will analyze the relocation requirements for the project and identify responsibilities for relocation. Conflicts with utility facilities will be marked on the 'B' plans. Potholing of underground utilities is not included in this scope of work.
- **Utility 'B' Plans:** The Consultant will send to applicable utility companies the following: 'B' Plans, the Utility Information Form, and a City-approved letter notifying the utility companies of conflicts between existing utility facilities and the proposed work. The letter will ask the utility companies to verify the conflict and notify them of the need to relocate their facilities. The 'B' Plans will be distributed when the horizontal and vertical alignments are fixed, which is expected to be at about the 65% plan completion stage. If necessary, the Consultant will meet with representatives of the utility companies to provide clarification of conflicts and facilitate resolution. After receipt of the relocation designs from the utility companies, the Consultant will add the relocations to the drawings prior to the 95% design submittal.



- Utility ‘C’ Plans: The Consultant will send a copy of the ‘C’ Final Plans and a City-approved letter to the utility companies when the project is advertised for bids. The letter will include the project schedule and deadlines for completion of utility company relocation work.

*Deliverables: Utility Letters and Plans*

### 5.4 Geometric Approval Drawings

Based on the City’s comments regarding the Basis of Design Report, the Consultant will update the preliminary pavement delineation plan prior to preparing the 35% plans. Once approved, the preliminary pavement delineation plan will serve as the Geometric Approval Drawing (GAD) and the basis for the PS&E. The GAD will be stamped as an approved drawing, dated and signed to document the approved geometrics.

*Deliverables: Geometric Approval Drawing*

### 5.5 Prepare 35% Plans and Estimate

The Consultant will prepare 35% design plans and a preliminary engineer’s estimate based on the approved GAD. These plans will be prepared using the City’s standard sheet border and serve as the basis for further development of the PS&E. The sheets will include the following:

Sheet Description	Number of Sheets
Title Sheet	1
Legend/Abbreviations	1
Survey Control Data	2
Key Map/Line Index	1
Typical Cross Sections	4
Plan/Profile 1”=40’	14
Traffic Handling Plans	6
Signing and Striping Plans	7
Signal and Lighting Plans	14
Utility Plan	14
Landscape and Irrigation Plans	8
<b>TOTAL</b>	<b>72</b>

*Deliverables: 35% Plans  
 Cost Estimate*



## Task 6 – Right-of-Way Engineering

The Consultant will support the City’s Right-of-Way agent in the appraisal and acquisition phase by preparing the right-of-way documents describing the property to be acquired. This task includes:

- **Research Existing Information:** The Consultant will research and review record maps, centerline ties, benchmarks, right-of-way maps, road easements and other City information in the area to define the existing right-of-way. The Consultant will then compile the research information and determine its application to the project.
- **Obtain/Review Preliminary Title Reports:** The Consultant’s survey staff will notify the City of properties requiring title reports, will review the reports for relevant ownership and legal issues, and will report to the City if and how title is held to the center line of the road. If in the course of the title review it appears that the title is ambiguous and/or not perfected within the existing right-of-way, the Consultant will immediately notify the City. Resolution of any title imperfections is not included in this scope of work.
- **Right-of-Way Base Plan:** The Consultant will perform an analysis of survey monumentation ties with record maps and deeds to generate a base plan for right-of-way delineation and appraisal purposes. The right-of-way base plan will include all found monumentation, existing property and right-of-way lines, proposed right-of-way and easements, owner name and street address, assessors parcel number, easements of record, a description of how title is held, and relevant topography. Public and private utilities will also be shown, referenced from the project base plan.
- **Appraisal Index Map:** The Consultant will prepare an Appraisal Index Map at a scale of 1”=200’ that will include the following:
  - ✓ North Arrow
  - ✓ Topography
  - ✓ Property Boundaries
  - ✓ Assessor Parcel Numbers
  - ✓ Key map corresponding to each individual legal and plat descriptions
  - ✓ Existing right of way and “areas” encumbered by roads and public utilities
  - ✓ Proposed right of way, public utility easements, temporary construction easements, street names, existing visible surface structures
  - ✓ Owner’s Name(s), total area, right of way area, TCE area, tabulated as needed
  - ✓ Legend summarizing parcels and right of way takes
  - ✓ Proposed right of way take area calculations (size and dimension)
  - ✓ Temporary construction easement area calculations (size and dimension)
  - ✓ Property improvements impacted by take areas
- **Easement Exhibits:** The Consultant will provide up to 10 easement exhibit maps for display and acquisition purposes.



- **Plats/Legal Descriptions:** The Consultant will provide an analysis of survey monumentation ties with record maps and deeds to generate a plat map and legal description for each acquisition (up to 40 right-of-way parcels and 10 temporary construction easements). Plat maps will include:
  - ✓ North Arrow
  - ✓ Property owner name(s)
  - ✓ APN and appraisal index map number
  - ✓ Total parcel areas based on field resolved and/or computed boundaries and calculations
  - ✓ Existing easements of record in relation to right of way take
  - ✓ Legend defining take areas, landscape corridor, Fee Take, Public Utility Easement, Permanent Easement, and Temporary Construction Easement with calculated areas
  - ✓ Right of way take area, remainder area, and temporary construction easement in both acreage and square feet

Legal descriptions will include:

- ✓ North Arrow
  - ✓ APN
  - ✓ A metes and bound legal description of the right of way take area as well as stand alone temporary construction easements
  - ✓ Total parcel areas based on field resolved and/or computed boundaries and calculations
- **Staking of Property:** Prior to issuing final plats and legal descriptions, the Consultant will rough stake the proposed take areas for each affected parcel. The project team will field review these take areas to identify design issues and potential impacts to property owners including issues associated with driveways, mailboxes, specialty fences/gates, landscaping, irrigation, drainage facilities, and business signs. Prior to staking, the project team will obtain written permission from each property owner to enter their property for the purpose of staking and making observations. Parcels for which written permission cannot be obtained or is not granted will not be staked.
  - **Aerial Right-of-Way Exhibit:** The Consultant will prepare an aerial right-of-way exhibit for the City Manager. Two copies of this exhibit will be produced and mounted on foam board. Each exhibit will include the following:
    - ✓ North Arrow
    - ✓ Aerial photographic background
    - ✓ Name of Project, City Logo, and Date
    - ✓ Property Boundary Lines
    - ✓ Existing primary features
    - ✓ Existing and proposed easements and rights of way



- ✓ Proposed primary improvements
  - ✓ Size of right-of-way takes, APNs, and property owner's names
  - ✓ Legend defining the different right of way takes and easements
- 
- Appraisal/Acquisition Coordination: The Consultant will coordinate with the City's Right-Of-Way agent to ensure that issues of significance are being communicated on a regular basis. As part of this task, the Consultant will assist in the timely resolution of owner issues by providing the agent with a Property Impact Matrix that summarizes the right-of-way impacts specific to each parcel as identified during the staking of each parcel take. For parcels having significant property impacts, the Consultant will participate in the meeting between the property owner and the right-of-way agent to answer technical questions, comment on the feasibility of owner requests, and discuss improvement details in the field. The Consultant will also rough stake the proposed take area of each affected parcel for the benefit of the property owner. The staking of final right-of-way monumentation is not included in this scope of work.
  
  - Condemnation descriptions and a Record of Survey are not included in this scope.

*Deliverables: Right-Of-Way Base Plan  
Appraisal Index Map  
Easement Exhibits  
Plats/Legal descriptions  
Aerial Right-of-Way Exhibit (2 copies)  
Property Impact Matrix*

## Task 7 – Plans, Specifications and Estimates (PS&E)

The PS&E will be prepared and submitted to the City for review and comment at the 65%, 95%, 100% and final completion milestones. Each submittal shall include six (6) sets of plans, specifications and estimates, and the "red-lined" set indicating the City's review comments from the previous milestone submittal.

### 7.1 Roadway Design

The Consultant will prepare roadway design plans that specify horizontal and vertical alignment data, pavement thickness, curb type, sidewalk width, driveway width and location, limits of cut/fill and right-of-way, fencing, guardrail, curb transitions, and complex grading details.

*Deliverables: Title Sheet  
Legend/Abbreviations  
Survey Control Sheet  
Key Map/Line Index  
Typical Cross Sections  
Plan/Profile  
Construction Details*



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## 7.2 Drainage Design

Once the roadway alignments are finalized, the drainage concepts developed during the preliminary study will undergo detailed analysis. In-depth hydraulic calculations will be performed to develop pipe sizes and hydraulic gradeline elevations for each new and retrofitted on-site drainage system. The hydraulic design of the drainage systems for this project will be based on the City of Elk Grove drainage standards (under development). In the event that the standards are not available for use when design begins for this project, the County of Sacramento standards will be used for the design of ditches and storm drains and Caltrans criteria will be used for the design of culverts. New or retrofitted culverts will be analyzed using Culvert Master software. New storm drain pipes will be evaluated using StormCAD software. Where the new pipes connect to an existing storm drain system, it is assumed that an existing HGL is available at the point of connection to provide a tailwater elevation for the new system. Ditches will be sized using normal depth calculations. Facilities that convey off-site flows will be evaluated if the project significantly modifies either the facility itself or the watershed draining to the facility. In-depth hydraulic modeling and/or detention design is not anticipated or included in this scope of work.

The Preliminary Drainage Report will be updated to include discussions regarding the hydraulic methodology and design, the proposed systems, alteration of facilities owned by others, ditches/channels, any unusual or special conditions, and response to comments.

Drainage plan sheets will show systems by number and unit and will include inlet locations with station and offset, pipe layouts and sizes, and end treatments where appropriate. Profiles will be developed in accordance with City standards and will correspond to each system shown on the layout sheets. Construction detail sheets will be provided for items not covered in City/County Standard Plans, and quantity sheets will be developed in a tabular format to quantify each system on a per unit basis.

*Deliverables: Drainage Plan  
Drainage Profiles  
Drainage Details  
Drainage Quantities  
Drainage Report*

## 7.3 Erosion Control and Storm Water Pollution Prevention

The Consultant will prepare permanent Erosion Control Plans to stabilize and restore disturbed areas to the pre-project condition or better. The Erosion Control Plans will be designed in conjunction with the Storm Water Pollution Prevention Plan (SWPPP) standards and include post-construction Best Management Practices (BMPs) such as fiber rolls, native seed mix, straw blankets, tackifier, turf reinforcing mat, bonded fiber matrix, etc. The Consultant will also include temporary erosion control details in the plan set to support the SWPPP, including details for silt fence, storm drain inlet protection, stabilized construction entrance/exit, tire wash, and concrete wash out.

To fulfill the requirements of the NPDES permit, the Consultant will prepare the Notice of Intent (NOI) for the City to process. Preparation of the NOI will include calculating the total disturbed area and percent impervious of the project site, preparing the required map attachments, completing the NOI



application, and drafting a cover letter for submittal. The Notice of Completion will be prepared for filing by the City after construction is complete.

Preparation of the SWPPP will be delegated to the contractor through the special provisions.

*Deliverables: Erosion Control Plan  
SWPPP Details  
Completed NOI Application and Cover Letter*

#### **7.4 Traffic Handling Plans**

The Consultant will prepare the stage construction and traffic handling plans based on the approved staging concept identified in the preliminary traffic handling study. These plans will identify the primary construction and traffic handling (number of lanes, width, direction and traffic control) for each stage. No long term closures or detours are anticipated. Each stage will be depicted at a scale of 1"=100' on three sheets. A total of two stages are assumed.

*Deliverables: Traffic Handling Plans (2 Stages)*

#### **7.5 Signing and Striping**

The Consultant will prepare an inventory of existing signs in the field. Using the obtained information, the Consultant will prepare signing and striping plans, specifications, and estimates. The plan and estimate will be submitted to the City for review at the 35% level. The complete PS&E will be submitted to the City for review at the 65%, 95%, and 100% levels. Any comments by the City will be incorporated into the final PS&E.

*Deliverables: Signing and striping plans*

#### **7.6 Signal and Lighting Design**

The Consultant will obtain as-built electrical plans from the City and verify them in the field. Using the obtained information, the Consultant will prepare traffic signal and lighting plans, details, specifications, and estimates. Signal modifications will be provided at the Bond Road/Bradshaw Road intersection and the Bond Road/Grant Line Road intersection. New signals will be provided at up to two intermediate intersections as recommended by the traffic analysis. Empty traffic signal interconnect conduits will be installed along the length of the project for future use. Safety lighting will be provided at signalized intersections and other significant intersections as deemed necessary. The plans and estimate will be submitted to the City for review at the 35% level. The complete PS&E will be submitted to the City for review at the 65%, 95%, and 100% levels. Any comments by the City will be incorporated into the final PS&E.

*Deliverables: Signal Layout Plans (4 sheets @ 1"=20')  
Signal Equipment and Conductor Schedules (4 sheets @ no scale)  
Intersection Safety Lighting Plans (2 sheets @ 1"=20')  
Signal Interconnect Plans (4 sheets @ 1"=40')*



### 7.7 Landscape and Irrigation

The Consultant will prepare landscape and irrigation design that is consistent with both the corridor theme developed at the first public workshop as well as the requirements of the Elk Grove Community Service District. Conceptual renderings will be developed and presented at the second public workshop for review and comment. Once the comments have been incorporated, the final concept will be the basis for development of the landscape and irrigation plans, specifications, and estimate. The plans and estimate will be submitted to the City for review at the 35% level. The complete PS&E will be submitted to the City for review at the 65%, 95%, and 100% levels. Any comments by the City will be incorporated into the final PS&E.

*Deliverables: Rendering Exhibits, Landscape and Irrigation Plans*  
**Final Design Plan Sheet List**

Item	Quantity
Title Sheet	1
Legend/Abbreviations	1
Survey Control Data	2
Key Map/Line Index	1
Revised Standard Plan Sheets	2
Typical Cross Sections	4
Plan/Profile 1"=40'	14
Construction Details	5
Drainage Profiles	6
Drainage Details	4
Drainage Quantities	2
Erosion Control Plans	7
SWPPP Details	6
Traffic Handling Plans	6
Signing and Striping Plans	7
Construction Area Signs Plan	4
Utility Plan	14
Landscape and Irrigation Plans	8
Signal and Lighting Plans	14
Cross Sections @ 50'	20
<b>TOTAL</b>	<b>128</b>





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## **7.8 Cost Estimates**

The Consultant will prepare an engineer's estimate for the 65% submittal milestone and update the estimate at each of the subsequent submittals: 95%, 100%, and final. The estimate will include standard bid item descriptions, calculated plan quantities, unit costs and total costs. Immediately prior to the final submittal, the unit cost data will be verified using the latest available bid summary data from the previous construction season.

## **7.9 Specifications**

The Consultant will prepare the technical specifications for the proposed work, the majority of which will be covered by standard special provisions. Where necessary, for specialized items of work or unique conditions, the Consultant will prepare special provisions that address these items.

## **Task 8 – Bidding Assistance**

It is assumed that the City will advertise the project for bidding and distribute the plans to prospective bidders. The Consultant's PM and project staff will be available during the bidding phase to assist the City in responding to contractor inquiries. Work associated with this task will include:

- Assisting the City in preparing a Notice to Bidders and attending a pre-bid meeting to answer questions from prospective bidders.
- Supporting the City during the bidding process by providing answers to Contractor inquiries and issuing addenda (if required) as the result of bidder inquiries.
- Attending bid opening.

## **Task 9 – Engineering Services During Construction**

The Consultant will be available during construction to respond to questions specifically related to the design plans and specifications and provide clarification. Because the nature and extent of these questions are unknown at this time, the project budget assumes 118 hours of professional time.



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**EXHIBIT B**

**Compensation and Method of Payment**

The City agrees to compensate the Consultant as set forth below:

**A. LABOR**

Compensation for labor expended under this agreement shall be based on actual salary rates times a factor of 2.7 (overhead and fringe benefits) plus a fee of 10% applied to the factored salary rates. For employee classifications subject to Prevailing Wage rates, compensation shall be based on the current General Prevailing Wage Schedule set forth by the California Department of Industrial Relations.

**B. OUTSIDE EXPENSES**

Outside expenses incurred by the Consultant under this agreement shall be compensated at actual cost. These expenses may include, but shall not be limited to, costs for transportation and subsistence incidental thereto; mapping, photographic or reproduction services; surveying and drafting supplies; equipment rental; fees for permits, filings, applications, bonds and special insurance coverage's; long distance telephone charges; services provided by professional firms, outside consultants, and testing firms; postage and freight; etc.

**C. IN-HOUSE EXPENSES**

In-house expenses incurred by the Consultant under this agreement shall be compensated as listed below:

<u>EXPENSE TYPE</u>	<u>RATE*</u>
Office Computer & Software	Included in Overhead
Phone/Fax	Included in Overhead
Copies (in office convenience)	Included in Overhead
Auto Mileage	\$0.405 per mile
Miscellaneous Other Expenses	Actual Cost

\*These rates are subject to an annual adjustment.

Under no circumstances will the aggregate amount paid under this Agreement exceed the amount specified in Section 4.A. above.

## Budget Estimate

### Bond Road Widening Project

Task	Total	
	LABOR HOURS	BUDGET
<b>Task 1 - Project Management</b>	<b>550</b>	<b>\$66,710</b>
<b>Task 2 - Surveys/Mapping</b>	<b>200</b>	<b>\$20,594</b>
<b>Task 3 – Engineering Studies</b>	<b>810</b>	<b>\$105,668</b>
<b>Task 4 – Public Involvement</b>	<b>598</b>	<b>\$79,022</b>
<b>Task 5 – Preliminary Design</b>	<b>1,318</b>	<b>\$131,016</b>
<b>Task 6 – Right-of-Way Engineering</b>	<b>1,318</b>	<b>\$153,420</b>
<b>Task 7 – Plans, Specifications and Estimates (PS&amp;E)</b>	<b>2,410</b>	<b>\$237,172</b>
<b>Task 8 – Bidding Assistance</b>	<b>80</b>	<b>\$9,490</b>
<b>Task 9 – Engineering Services During Construction</b>	<b>160</b>	<b>\$19,496</b>
<b>Total Budget</b>	<b>7,444</b>	<b>\$802,588</b>



**EXHIBIT C**  
**Approved Subcontractors**

Pursuant to Section 14 of this Contract the City of Elk Grove consents to the following services to be provided by the Consultant through the use of the following subcontractors. Any proposed assignment of services, change in the services, scope of services or subcontractors, shall be governed by the requirement of prior consent of the City of Elk Grove as set forth this Contract. All other aspects of this Contract, including but not limited to those found in Sections 9(A), 10(A), 10(C), 14, 20(G) and 22(d), shall apply to the Consultant, these subcontractors and the activities of these subcontractors.

<b>Name &amp; Address of Subcontractor</b>	<b>Services Provided by Subcontractor</b>
DKS Associates 8950 Cal Center Drive, Suite 340 Sacramento, CA 95826 (916) 368-2000	Traffic studies
España Geotechnical 502 Giuseppe Court, Suite 11 Roseville, CA 95678 (916) 773-2600	Geotechnical engineering
The Hoyt Company 660 J Street Sacramento, CA 95814 (916) 448-2440	Public outreach
Orsee Design 2320 Broadway Sacramento, CA 95818 (916)456-4433	Landscape design
Y&C Transportation 3250 Ramos Circle Sacramento, CA 95827 (916) 366-8000	Signal and lighting design

**CERTIFICATION**  
**ELK GROVE CITY COUNCIL RESOLUTION NO. 2005-38**

STATE OF CALIFORNIA        )  
COUNTY OF SACRAMENTO    )        ss  
CITY OF ELK GROVE         )

*I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 16<sup>th</sup> day of February 2005 by the following vote:*


**AYES 5:        COUNCILMEMBERS: Briggs, Cooper, Leary, Scherman, Soares**

**NOES 0:       COUNCILMEMBERS:**

**ABSTAIN 0: COUNCILMEMBERS:**

**ABSENT 0: COUNCILMEMBERS:**



  
\_\_\_\_\_  
**Peggy E. Jackson, City Clerk**  
**City of Elk Grove, California**