

RESOLUTION NO. 2004-208

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE ENGINEERING SERVICES
CONTRACTS WITH MARK THOMAS & COMPANY, INC. FOR THE GRANT LINE
ROAD/STATE ROUTE 99 INTERCHANGE PROJECT AND THE GRANT LINE ROAD
WIDENING PROJECT**

WHEREAS, the City requires engineering services to be provided in conjunction with the Grant Line Road / State Route 99 Interchange Reconstruction Project and the Grant Line Road Widening Project;

WHEREAS, City staff has determined through a competitive selection process that Mark Thomas & Company, Inc. is best qualified to carry out the engineering services required for these two projects.

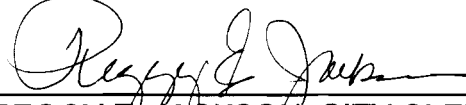
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager to enter into two contracts with Mark Thomas & Company, Inc. for engineering services for the: (1) Grant Line Road/State Route 99 Interchange Project and (2) Grant Line Road Widening Project

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 18th day of August 2004.



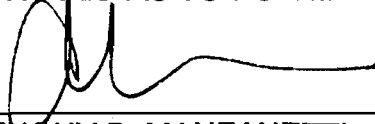
SOPHIA SCHERMAN, MAYOR of the
CITY OF ELK GROVE

ATTEST:



PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:



ANTHONY B. MANZANETTI,
CITY ATTORNEY

CITY OF ELK GROVE



CONTRACT FOR
MARK THOMAS & COMPANY, INC. - CONSULTANT
Engineering Services
Grant Line Road/State Route 99 Interchange Project



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CONTRACT FOR
MARK THOMAS & COMPANY, INC. - CONSULTANT

THIS CONTRACT is made and entered into between City of Elk Grove, a Municipal Corporation ("City") and Mark Thomas & Company, 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 and Exhibit A-1, 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 May 15, 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 professional engineering services for Grant Line Road/State Route 99 Interchange Project.

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



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 and Exhibit A-1. The parties agree that the start and finish dates stated for each task name in the Schedule for Performance are express terms of performance under this Contract. The parties further agree that time is of the essence.

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 \$2,257,236.00 for the Grant Line Road/State Route 99 Interchange Project.



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.

5. SUPERVISION, 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. The City, 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.

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.

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.

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 those 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.

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 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 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 there may be a limit of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) per project aggregate. 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



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 Timothy R. Fleming
Mark Thomas & Company, Inc.
7300 Folsom Blvd., Suite 203
Sacramento, CA 95826

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 _____, 2004, by the parties as follows.

Approved as to form:

CONSULTANT

Counsel for consultant

By: _____
Timothy R. Fleming, Vice President

Approved as to form:

CITY OF ELK GROVE

By: _____
Anthony B. Manzanetti, City Attorney

By: _____
John Danielson, City Manager



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

Timothy R. Fleming, Vice President



EXHIBIT A

Scope of Work

Route 99/Grant Line Rd Interchange Engineering Services

Mark Thomas & Company (MTCO) agrees to this Scope of Services for the reconstruction of the existing interchange with the modified Type L-9 partial cloverleaf interchange, for the "Green" frontage road relocations as approved April 7, 2004 by the City Council.

MTCO agrees to undertake and perform all of the following professional services for the interchange project :

- Prepare Engineering Studies, Reports and Memorandums - The studies required are included in the scope of work, but they generally include, without limitation:
 - Foundation Report
 - Geotechnical Design Report
 - Hazardous Materials Report
 - Drainage Report/Storm Water Data Report
 - Bridge Type Selection Report
 - Signal/Lighting Memorandum
 - Aesthetic Concepts
- Prepare Plans, Special Provisions and Construction Estimates - The interchange Plans Specifications and Estimate (PS&E) package will be prepared to Caltrans Standards for design and plan preparation. City of Elk Grove standards will be used outside of the State Right of Way. In general, but without limitation, the PS&E package will include:
 - Roadway Improvement Plans
 - Landscape Plans for the proposed medians
 - Signal, Lighting and Interconnect Plans
 - Retaining Wall Plans
 - Structure Plans
- Prepare Right of Way Documents - The Right of Way documents will be prepared to Caltrans Standards for parcels that will be deeded to the State. The documents for parcels outside of the State Right of Way will be developed to the City or the County Standards, as directed by the City.
- Coordination and Approvals from various agencies - Mark Thomas & Company (MTCO) will coordinate with the various agencies and utility providers involved and resolve design issues and to obtain project approvals.
- Construction Services - Construction services during the bidding process and construction will be provided. Construction management services are not included in this Scope of Services.
- Public Outreach - Public outreach services will be provided. Outreach on the Interchange project will focus on coordination with affected property owners towards resolving direct impacts; general outreach relative to timing of construction, and project aesthetics will also be



provided.

Items that are not included in this scope of work, are as follows:

- Right of way appraisals and acquisition, including eminent domain legal services. Support services relative to right of way acquisition will be provided, but it is not within this Scope of Services to provide right of way professionals and legal support services for the acquisition process.
- Permitting, other than support services for the City.
- Construction management services.

1. Project Administration and Management

1.1 PDT Coordination Meetings

Ongoing monthly coordination meetings will be included with this task. Meetings will include a project kick-off meeting, with representation from Lent Ranch as appropriate, plus City and Caltrans representatives. Thereafter, meetings will be held monthly. MTCO will take lead in design coordination progress meetings. Work includes preparation of meeting agenda in consultation with the City Project Manager, distribution of approved meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting minutes, including recap of actions to be taken prior to the next meeting. The project Critical Path Method (CPM) schedule will be updated monthly, and reviewed as part of the meeting.

1.2 Consultant Team Management/Coordination

This task will include ongoing general project management, including obtaining the Caltrans encroachment permit for field investigations, preparation of monthly progress reports, maintaining the project submittal register, and CPM scheduling and updates. MTCO will also maintain project files in this task.

In addition, MTCO will provide assistance relative to answering questions throughout the design phase related to concurrent development, specifically as it relates to development plan submittals that may be impacted by construction of the project.

MTCO will prepare a monthly status report, which will be included as part of the monthly invoice package.

1.3 Community Relations/Support

Specific components of the construction outreach program for the Grant Line/State Route (SR) 99 interchange including a project mailing list, project newsletters, a community meeting, construction notices/door hangers, construction information line, media relations, project Web page maintenance, and a grand opening ceremony will be provided. This program will also serve as a liaison between the community, the City, the Project Team, and the construction contractor to ensure that:

- ☉ All community concerns are heard, recorded, and sufficiently addressed throughout construction.



- ⓐ Impacts to the community and peoples' daily lives/routines are kept to a minimum.

1.3.1 PROJECT MAILING LIST

A project mailing list will be developed. When developing the mailing list, the following parties will be included:

- ⓐ Landowners/occupants
- ⓑ Community and civic groups/neighborhood associations
- ⓒ Sensitive land uses (churches, schools, businesses, etc.)
- ⓓ Environmental groups
- ⓔ Elected officials
- ⓕ Local, state and federal agencies
- ⓖ Transportation advocacy groups
- ⓗ Commuter groups
- ⓘ Business and planning professionals
- ⓙ Community and regional planning organizations
- ⓚ Other advocacy groups

In addition to targeting specific stakeholders, MetroScan will be utilized to develop a property owner and resident mailing list.

1.3.2 PROJECT NEWSLETTERS (2)

Two project newsletters prior to and/or during construction of the interchange (estimated from spring 2006 to summer 2007) will be produced. These newsletters will be sent to the entire project mailing list and property database. These newsletters will provide information regarding construction, including anticipated schedule, potential impacts, road closures and/or detours, etc. They will also prominently feature contact information, the construction line, and the Web site address. The newsletters will be one-page, two-sided, two-color self mailers (8.5" x 11").

The first newsletter will serve to invite the community to attend a scheduled community meeting prior to construction. The first newsletter will be mailed to the public three weeks prior to the community meeting to ensure high attendance. A second newsletter can be sent either midway through the project, if needed, or at the end of construction to thank the community for its patience and to announce the grand opening ceremony and when the facilities will be fully operational. The City shall retain editorial control over information released to the public in any form, including without limitation, the Project Newsletters.

1.3.3 COMMUNITY MEETING (2)

To continue the public involvement that was conducted during the environmental process and design phase, and to offer the public a forum to voice questions, concerns, and issues relating to construction, two community meetings during this phase of work will be held..

The first meeting will be limited in scope to affected property owners, and in particular will be focused on the acquisition process. Meeting notices (letter invitations) will be mailed to affected



property owners. The meeting can be held at City hall. The meeting will include a discussion on project status and schedule, and a review of the right of way acquisition process.

The second meeting will be held prior to commencing construction activities. This forum will give the public a chance to be advised about the construction process and understand what can be expected. The meeting will be designed to create a convenient, informational, and interactive environment for attendees. It will serve as an opportunity to introduce the construction management team (including the City and outreach project managers); discuss project goals, anticipated schedule, potential impacts, and mitigation strategies; and gain input on community concerns. The meeting will also provide yet another opportunity to identify any property owners/stakeholders that may require special attention during construction.

The outreach program will include all event logistics including room rental, room set up and clean up, sign-in sheets, nametags, refreshments, comment cards, and a written community meeting summary. Comment cards will also be provided at the community meetings. Reminder phone calls will also be made to increase attendance at these community meetings. The City shall retain editorial control over information released to the public in any form, including without limitation, the Community Meetings.

1.3.4 CONSTRUCTION NOTICES (5)

Construction notices (in the form of flyers, letters, or door hangers) will be developed and distributed throughout the community regarding the project. These notices will be used to alert area residents, property/business owners of impending construction-related activities, changes in schedule, and potential impacts. Up to five construction notices will be prepared and distributed. All notices will prominently feature contact information, the construction information line, and the project Web site address. The City shall retain editorial control over information released to the public in any form, including without limitation, the Construction Notices.

1.3.5 CONSTRUCTION INFORMATION LINE

A construction information line will be created and maintained to answer any questions or concerns expressed by the public. The City shall retain editorial control over information released to the public in any form, including without limitation, the Construction Information Line.

1.3.6 Media Relations (2)

To announce the community meeting and keep the public and community accurately informed of the construction status, two press releases will be drafted. The first press release will be sent out to the media prior to the community meeting and will include information about anticipated construction schedule and impacts. It is recommended the second press release be distributed to announce completion of construction and/or the grand opening ceremony event. Each release will highlight the objectives of the project and its long-term benefits for Elk Grove and the region.

Local media, including the *Sacramento Bee*, *Elk Grove Citizen* and *Laguna Citizen* will be contacted to help garner positive media coverage and place the community meeting details in the Community Calendar sections of these papers.

The City shall retain editorial control over information released to the public in any form, including without limitation, media relations, and press releases.



1.3.7 PROJECT WEB PAGE MAINTENANCE

A Web page for the project on the City's Web site will be developed during construction. The Web page will serve as an additional effective means of disseminating information regarding the project. The public will be able to obtain updated information on construction progress and provide an additional forum for public input/involvement (via posted Project Team contact information and an electronic form submittal similar to that on the City's Old Town Elk Grove Improvement project Web page). Project photos, graphics, technical/environmental documents and related links can also be featured on the page. The Web page will be updated monthly, or as on a needed basis. The City shall retain editorial control over information released to the public in any form, including without limitation, the Web page.

1.3.8 GRAND OPENING CEREMONY

Immediately prior to opening the interchange for operation, a modest yet festive grand opening/ribbon-cutting ceremony for the City of Elk Grove will be held. This event will provide a unique media opportunity for the City to demonstrate its commitment to improving community infrastructure, as well as garner deserved recognition for City officials and key stakeholders in the process. The City shall retain editorial control over information released to the public in any form, including without limitation, the Grand Opening Ceremony and all related and/or associated event elements.

While the exact scope and format of this event will be determined in conjunction with City officials and the Project Team, the following are suggested event elements:

- ① Identification of date, time, and location, including coordination with City officials
- ① Printed postcard invitation design, coordination, and distribution
- ① Invitation database
- ① Follow-up phone calls to invitees (in conjunction with City staff)
- ① Decorations, banner or signage
- ① Selection and preparation of keynote speaker(s), including speaking points
- ① Event program design and printing (color copies)
- ① Media outreach (print and television): press release, pitching, follow-up calls, and event-day press kit (e.g., press release, fact sheet, past newsletters, City materials)
- ① On-site event management for the day of the event
- ① Event logistics, including set-up and cleanup, nametags, refreshments (e.g., bottled water, coffee, assortment of baked goods, fruit, and sundries), entertainment (e.g., local school band), podium, tent(s), PA system, small stage/platform, and chairs.

1.3.9 PUBLIC OUTREACH

Public outreach strategic counsel and advice to the Project Team about specific public involvement activities and requirements throughout the project will also be provided. Assistance in flagging community issues and acting as a liaison between the community, the construction contractor, and the Project Team will also be provided. Up to six Project Team meetings over the estimated 15-month duration of the project will focus on public outreach. Also included in this task is miscellaneous incidence response (e.g., visiting potentially impact property owners/sites to deal with



emerging issues). The City shall retain editorial control over information released to the public in any form, including without limitation, public outreach.

1.4 Quality Control

The MTCO Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of required plan checks (who, what, when), design checklists, and methods of project documentation.

2. Preliminary Engineering

2.1 Base Mapping/Control

Supplemental field control, aerial photogrammetric maps, and field topographic surveys for more detailed design information at conforms and for drainage will be carried out. The final work product will be digital topographic photogrammetric mapping at a scale of 1:500, with supplemental field topography and related utility mapping. Following are general field survey activities to be performed:

2.1.1 Encroachment permit/Rights of Entry

An encroachment permit from Caltrans will be obtained.

MTCO will work with City staff to draft/distribute a form letter for rights of entry for field surveys. For purposes of this scope, it is assumed that rights of entry will be reasonably available.

2.1.2 Aerial Photogrammetry

Base mapping background will be digital aerial photogrammetry. Mapping will be prepared to Caltrans standards for layering and accuracy, to AutoCAD format. Mapping will be prepared to a scale of 1:500, with 0.5 m contours and spot elevations.

MTCO will set aerial control, using available Caltrans record maps for control and monumentation. These maps will be used for field location of those monuments.

MTCO also will set temporary field control, including temporary benchmarks, for use in topographic surveys. The survey crews will conduct level circuits as appropriate for the length of the project. A digital level will be used to increased efficiency.

2.1.3 Supplemental topography

Supplemental topography will consist of cross sections along Route 99 and proposed ramp alignments for more accurate determination of topography. Specific activities will include cross sections at 20 m intervals along the median of Route 99 in the area of proposed median cross overs



and on the outside of Route 99 within the proposed ramp limits, including locations for proposed bridge structures. MTCO also will survey pavement elevations at 15 meter intervals near pavement conforms, plus locate drainage and visible utility facilities.

The combined mapping product of the aerial photogrammetric mapping and supplemental field topography will be sufficient to develop a terrain model. The following digital planimetric and topographic information will be captured: hydrologic, street, visible utility features in alignment area, tress, roadways, sidewalks, driveways, buildings, and other such structures/improvements.

All survey records will be submitted to, and become the property of, the City upon completion of the project, including original field notebooks, digital field and computation files, control diagrams and control data, and aerial photography.

2.1.4 Utility Mapping

Mark Thomas & Company will prepare letters showing the project area, requesting confirmation of utility facilities ("A" letters). This effort will include following up with providers, and inputting mapping into the base mapping.

As requested by City staff, MTCO will provide potholing for positive location of utilities to remain. MTCO anticipates 10 potholes at \$750 per each pothole.

2.2 Geometric Refinement

Once base mapping is better defined, MTCO will refine project geometrics to reflect actual conforms on Route 99 and on Grant Line Road. The topographic information will be used to determine more precise embankment catch points, and to set right of way lines accordingly. Cross slopes will be reviewed vs. recent standards, with recommendations for exceptions to standards for the 4:1 cross slope requirement where appropriate to save right of way or property access. The interchange Geometric Approval Drawing (GAD) as currently prepared for the Project Report will be updated for actual field control and topographic conditions; this GAD will be submitted to the City and Caltrans for review, comments, and approval. GAD's also will include ramp profiles, typical cross sections, and superelevations. Work products to include draft and final GAD's, with up to 10 copies submitted for both.

2.3 Bridge General Plan/Type Selection

The "Advanced Planning Studies" (APS) will be updated, with additional preliminary structural analyses, to become the "Bridge General Plan". For the overcrossing of State Route 99, MTCO will prepare a type selection report, document the structure types and configurations considered, with estimated costs and recommendations for final structure type. An aesthetic concepts report will also be prepare that addresses alternative concepts for the structure, including materials and lighting consideration. This report will focus on this structure as the southerly "gateway" to the City. Work



products will include 10 draft General Plans/Type Selection Reports, with 40 final copies of each.

2.4 Stage Construction/Traffic Handling Evaluation

A traffic handling/stage construction concept plan, which will serve to document proposed concepts for construction sequencing, in particular for the overcrossing and for ramps will be developed. The sequencing will be sensitive so that traffic is maintained at all times, including Route 99 traffic during falsework erection/removal, and during removal of the existing overcrossing. This work will consist of developing preliminary stage construction drawings, plus developing traffic handling/temporary pavement delineation drawings. Work product to be 10 copies of the draft traffic handling/stage construction concept plan.

As a subsequent report, MTCO will prepare a Traffic Management Plan. This plan will summarize traffic handling, lane closures, and other traffic control measures. Additionally, the plan will address other measure taken to notify the public with respect to the project, as well as documenting other activities to maintain safe and efficient operations during construction (COZEEP, freeway service patrol, web site, press releases, etc). Work product to be 10 copies of the Traffic Management Plan.

2.5 Geotechnical Investigation

A separate Geotechnical Design Report (for Caltrans District 3) and a Bridge Foundation Report (for Caltrans Engineering Service Center) will be prepared. Work products will include up to 8 copies each for the draft and final Geotechnical Design Report and Foundation Report.

A. Review Existing Information/Prepare for Field Investigation

As-built information that is available from Caltrans and County will be assembled.

B. Field Investigation

Underground Services Alert will be contacted prior to performing the geotechnical investigation and drilling permits, as needed, will be obtained. The proposed field investigation and testing program will be reviewed with Caltrans, including the Office of Structure Foundations to obtain their concurrence prior to beginning field work.

Upon completion of drilling, the bore holes will be backfilled in accordance with agency requirements, with the remaining soil cuttings spread upon the ground surface. If evidence of contamination is encountered, the borings will be backfilled with grout and all drilling-derived wastes would be contained.

C. Field Investigation

Laboratory analyses for strength and engineering characteristics will be conducted on selected soil samples. These tests will include consolidation, plasticity index, Resistance-Value (R-Value),



moisture/density, gradation, and soil corrosivity tests. Samples from several potential borrow sources will be collected and tested for corrosivity, R-Value, gradation, and moisture/density relationship to evaluate if the materials are suitable for use as embankment fill.

D. Reports/Documentation

The reports will be prepared in accordance with Caltrans standards and procedures and will provide input for design of bridge foundations, roadway sections, and embankments. A separate foundation report will be prepared for the Grant Line Road overcrossing. Information will include Groundwater Conditions, Seismic Data, Soil Corrosivity, R-Value for Design, Cuts and Excavations, Embankment Design, Recommended Structural Foundation Types and criteria, and Logs of Test Borings

2.6 Roadway Drainage & Storm Water Data Reports, and SWPPP

A Roadway Drainage Report will be required for City and District 3 review and approval of permanent roadway drainage facilities. The drainage report will review existing drainage facilities and recommend improvements, maintaining historic drainage courses. Upgrading of culvert capacity, if required, will be discussed. Drainage inlets will be analyzed for capacity and design spread of water along curb faces. Detailed drainage tributary areas will be mapped from project topographic mapping; rainfall intensity curves will be developed, and a rational analysis using will be used to obtain design flows for culverts and ditches.

Additionally, a Storm Water Data report will be prepared, including much of the information developed above. The Storm Water Data report will summarize Best Management Practices (BMP's) for minimizing discharge of sediment and pollutants, during construction activities, as well as post construction. The Storm Water Pollution Prevention Plan (SWPPP) will be prepared by MTCO, using findings from the Storm Water Data report.

2.7 Landscape Concept Report

A landscape concept report will be prepared and forwarded to the City and Caltrans for review. Up to three concepts will be developed. Estimated costs will be included for each concept. Work products will include up to 10 copies each for the draft and final landscape/aesthetics concept report.

The landscape concepts will be presented to City officials for review and approval of the preferred concept.

3. Right of Way Certification Activities

Technical and management services for certification of the right of way will be provided. The various right of way related activities are described as follows:



3.1 Utility Conflict Mapping/Utility Coordination

The utility companies are notified of the potential work during the Preliminary Design Phase for this project. Once final geometrics are developed with updated topographic survey information, the Utility Conflict maps will be prepared. These utility plans show the existing roadway facility with existing utility facilities, superimposed on proposed geometrics. Utility conflicts will be noted, and sent to the respective utilities. The utility company will be requested to reply with a relocation plan and acknowledgment of franchise agreement applicability. MTCO will bring to conclusion each utility conflict. MTCO will prepare a tracking matrix, summarizing the involved utilities, plus tracking the status of utility contacts/coordination, including submittals, action items, etc. The tracking matrix will be updated monthly.

MTCO will participate in up to six regularly scheduled Utility Coordination meetings, with the intent of presenting project plans and schedule, as well as coordinating utility relocation design.

No utility relocation design, including sanitary sewer, waterline, or other county-owned or privately-owned utility is included in the base fee for this contract.

3.2 Retracement Surveys

MTCO survey staff will use available Caltrans, City and County record mapping, most of which has already been obtained and incorporated into the project drawings based on this record data. Title Reports (update existing title reports previously obtained, plus obtain new reports for those properties not originally requested) will be acquired. MTCO will field survey existing right of way and property lines within the proposed interchange footprint. Record information will be compared to field information to resolve discrepancies, if any. Retracement Maps (Hard Copy Surveys) will be prepared showing record annotation (bearings, distances), adjusted annotation, coordinates, and recording information. These maps will be prepared on a large format, but will become the basis for Appraisal Mapping and Record Right of Way maps, and Record of Survey to be prepared later. Work product will be the retracement mapping for information purposes only, with individual copies sent to Caltrans and the City.

3.3 Appraisal Mapping

Appraisal Mapping will be prepared using the existing right of way data from the retracement maps, the new right of way requirements shown on the GAD's, and the utility easements (if any) requested by utility companies in response to the Utility Conflict Mapping. The mapping will show existing encumbrances as referenced in the preliminary title report. Additionally, the Appraisal Mapping will show screened topographic information and have tabular data for parcel acquisitions, including Caltrans parcel numbers (for all parcels that ultimately will revert to the state), owner name, areas of total ownership, acquisition remainder, and encumbrances. Street names and existing visible surface



improvements also will be shown. The Appraisal Mapping will for purposes of this scope, a total of 32 parcels/acquisitions are assumed. Work product will be 4 copies each of the draft and final Appraisal Mapping.

3.4 R/W and Utility Impact Report

This report is prepared by MTCO to document the various R/W coordination items to allow City staff the opportunity to review the "big picture" and to establish targets for the R/W Certification Process. Work product will include 5 copies of the final report. The report will focus on the following:

- ① Document R/W impacts including easement requirements
- ① Document major utilities relocation requirements
- ① Identify funding responsibility for utility relocations per utility franchise agreements.
- ① Identify permit requirements
- ① Coordinate with all impacted utilities for relocations as necessary for the project. Track progress and advise City on the status of utility and other impacted agencies coordination a regular basis.

3.5 Right of Way Acquisition Documents

Individual plats will be prepared in addition to legal descriptions for each parcel involved with acquisition. The plats will include the same basic information as contained in the Appraisal Mapping with respect to encumbrances. Deeds and associate property transfer documents will be prepared. For purposes of this scope, it is assumed that the properties will be conveyed to the City of Elk Grove, and upon the completion of improvements will be conveyed to the State of California. Work products will include 3 draft copies and one final copy of the acquisition documents.

3.6 Right of Way Mapping

After right of way acquisition, the Appraisal Maps will be modified to become Caltrans permanent Right of Way maps for the area. These maps will have a scale of 1:500; a reduction to 1:1000 may be considered to reduce the amount of maps necessary to cover the project area. Caltrans policy generally requires that this new Right of Way map becomes the sole right of way mapping for all historical R/W acquisition; all recorded right of way transfers must be shown on the new maps. Work product will include 3 draft copies and one final reproducible of the Right of Way mapping.

3.7 Right of Way Acquisition

Right of way acquisition will be carried out by others, under separate contract to the City of Elk Grove. MTCO will coordinate with the City consultant during the course of appraisal and acquisition activities, including without limitation condemnation. Coordination will include explanation of project design intent to the right of way agents, city staff, city legal team and/or property owners. MTCO staff also will be available to stake approximate location of right of way take if requested; an allowance of 80 hours of field crew time is allocated to this task.. Management of the Right of Way Consultant will



be performed by City staff. .

3.8 Hazardous Waste Investigations

As part of the right of way acquisition process, issues relative to hazardous material will be identified. Consistent with the mitigation monitoring plan, asbestos testing on buildings to be removed will be performed. A preliminary site investigation on the Five Star Towing site, as well as the storage yard in the northwest quadrant of the interchange will be carried out. Work products will include 3 copies of each report, for use by City and Right of way staff.

Pre-Demolition Asbestos/Lead Inspections that are determined to be necessary based on the proposed design will be performed. Up to four (4) buildings inspections have been included in this scope of work.

The asbestos pre-demolition surveys will be conducted in accordance with Federal EPA and local SMAQD regulations. The survey will include the identification and sampling of all accessible friable and non-friable asbestos containing materials. The primary purposes of the lead inspections are to identify work involving lead and assist the contractors conducting the demolition work to comply with Cal/OSHA's regulatory requirements for Lead-Work Pre-Job Notification. These inspections will be conducted utilizing a Niton XRF instrument in conjunction with bulk materials sampling to identify lead-based paint.

Based on results of the survey and testing, a report of conclusions and recommendations for each structure will be prepared.

Preliminary Site Investigation: The Five Star Towing/Auto Repair site (former Flying V) and the Industrial Storage site located along West Stockton Blvd. to require further evaluation for potential hazardous materials and/or petroleum hydrocarbon contamination. Phase I assessments indicate that the Five Star Towing/Auto Repair site had underground storage tanks and soil contamination that was generally cleaned up; however, some residual soil contamination is expected within portions of the site included in the project. The Industrial Storage site along West Stockton Blvd. is being used for storage of 55-gallon drums, automobiles, trucks, and heavy equipment. There is a potential for contamination to have occurred within the storage site. A brief scope of work for these items is as follows:

Task 1) Review Site Files

Perform a review of records for the facility at the County Environmental Management Department. The intent of the review is to determine the compliance status of the site and the location/characterization of potential contaminated soils that remain on the site.

Task 2) Perform a Site Review and Field Investigation



Site conditions will be reviewed and subsurface exploration will be completed to confirm anticipated conditions. The following limited drilling program within right-away acquisition area will be carried out:

- ⌚ Obtain Caltrans and City of Elk Grove concurrence on the work plan.
- ⌚ Obtain the necessary drilling permits and mark the site for Underground Service Alert.
- ⌚ Sample a maximum of four surface locations within the industrial site. Bulk samples will be collected from within 2 feet of the surface by hand excavating.
- ⌚ Drill, sample, and log a maximum of ten borings. Groundwater sampling is not proposed at this time. Borings will be backfilled in accordance with permit requirements. Any contaminated cuttings will be barreled and left on-site.
- ⌚ Cuttings and samples will be screened in the field using visual observation as well as odor and reading from a Photo Ionization Detector (PID).
- ⌚ A minimum of four relatively undisturbed samples will be collected from each boring for possible laboratory analyses. Depending upon the conditions observed, samples may be analyzed for Total Petroleum Hydrocarbons (TPH), Volatile Hydrocarbons (specifically, benzene, toluene, ethyl benzene, and total xylenes, BTEX), fuel oxygenates, and heavy metals. The decision of which analysis to run will be dictated by the potential contaminants. For the purposes of this proposal we estimate 9 samples will be analyzed for TPH & BTEX, 3 for oxygenates, and 2 for LUFT metals.

Task 3) Review Finding and Provide Recommendations

Based on results of the above work and a preliminary review of the findings with Caltrans and the City of Elk Grove, provide recommendations for additional, more definitive work, if necessary. If contamination is encountered, recommendations will be provided, which may include additional sampling and analysis to further define the extent of soil and/or groundwater contamination, or recommendations for managing impacted soil and/or groundwater during construction.

3.9 Permitting

The City will be responsible for coordinating permitting activities on this project, including ACOE Section 404, CDFG Section 1602, Section 401 certification or waiver from the California Regional Water Quality Control Board. For purposes of this scope, it is assumed that MTCO would provide technical support, including exhibits and engineering calculations as needed, but that the City would provide associated coordination for securing the permits.

The project mitigation monitoring plan includes pre-construction surveys with specific mitigations proposed if the specific species are encountered. MTCO will work with the City accordingly, to incorporate mitigations into the PS&E as needed.

3.10 Right of Way Certification

Prior to issuance of the Encroachment Permit, Caltrans will require completion of all items for the R/W certification document, as described above. MTCO will prepare a draft R/W certification (5 copies for review) plus one final certification. In general, but without limitation, MTCO will undertake



to make sure the following items are in order:

- (1) Right of Way must be acquired or "in control". Caltrans will review the property files described above, to verify that acquisition activities (legal description, etc.) match Caltrans requirements for access control, land rights, etc. The property can either be acquired by this time, or the project proponent can have either (1) a Caltrans-approved Permit to Enter or (2) orders of possession. The latter two options would occur if an immediate agreement cannot be reached. Typically a spreadsheet for all required properties is prepared, with acquisition status noted.
- (2) Utility relocation is taken care of with an approved relocation plan, utility reimbursement agreement, utility-approved relocation schedule, and a statement by the utility absolving Caltrans of any financial obligations. MTCO will prepare the Project Engineers statement for Utility Certification.
- (3) Copy of CEQA "Notice of Determination". Depending on the Project Oversight Engineer, sometimes additional documentation is required for the mitigation-monitoring plan, with supporting information showing the incorporation of elements into the project, including permits.

3.11 Record of Survey

Under this task, MTCO will set monuments along the new state right of way and at appropriate points on local roadways (i.e. centerline monumentation at intersections, BC's, and EC's), and prepare a Record of Survey for said monumentation. The proposed monument locations will be prepared and submitted for approval prior to monument installations. The Record of Survey will be processed through Sacramento County, although review and filing fees are not included in this scope. This work effort will take place after construction. Work products include two copies of the draft submittal, plus one final reproducible for signature.

4. Detailed Project Design

Once the project is defined, detailed project design can begin. The PS&E package will be submitted at 70%, 100%, and final stages of completion. The intent of intermediate submittals is to define the project for review by City and Caltrans staff, and to allow for major comments prior to investment of significant design effort in design details. The approach will be to build upon the Geometric Approval Drawings (35% submittal set) by adding plan information and additional detail sheets until a complete, buildable, and biddable package is reached. Because this project is on a State Facility, the plans will be prepared to Caltrans format.

The following plan sheets will comprise the final plan package:

Roadway Plans (approximate number of sheets):

Plan Estimated
Number
of Sheets



1.	Title Sheet	
1		
2.	Typical Cross Section	6
3.	Standard Plan List	2
4.	Key Map and Line Index	1
5.	Layout	10
6.	Profile (new ramps, overcrossing)	7
7.	Construction Details (includes SWPPP)	19
8.	Drainage Plans	10
9.	Drainage Profile and Details	8
10.	Drainage Quantity Sheets	4
11.	Utilities	12
12.	Stage Construction and Traffic Handling	26
13.	Construction Area Signs	2
14.	Pavement Delineation Plans & Quantities	12
15.	Summary of Quantities	4
16.	Signs/Quantities	8
17.	Bridge mounted sign structures	2
18.	Highway Planting/Irrigation	22
19.	Electrical: Traffic Signals/Interconnect	25
20.	General Cross Sections	60
21.	Retaining wall layout/details	10
	Total Estimated Roadway Plan Sheets	251

Structure Plans (Based on P/S Box Girder Overcrossing):

1.	General Plan	
1		
2.	Foundation plan	1
3.	Deck Contours	1
4.	Abutment details	2
5.	Bent details	2
6.	Girder Layout	1
7.	Misc. Details	2-4
8.	Barrier details, approach slab	2-4
9.	Log of Test Borings	2
	Total Structure Plan Sheets	14-18 sheets



4.1 Structure Plans (Bridge Overcrossing)

The bridge plans will be prepared in conformance with the Division of Structures "Memo to Designers", "Bridge Design Details", "Externally Financed Projects Manual", and the modified AASHTO Bridge Design Specifications.

Structure design will be coordinated with the Externally Financed Projects Branch of Caltrans Division of Structures. Ability of structures to resist seismic forces will be reviewed. Structure will be important, to be coordinated with Landscape and Aesthetic treatments as discussed elsewhere in this proposal. Other considerations will be constructability (i.e. coordination with roadway staging/traffic handling, etc.) and structure drainage.

(a) Unchecked Details Submittal

Unchecked details consist of 100% complete structure plans that are designed and detailed and deemed ready for the independent check. This submittal is made concurrent with, or in advance of the 70% roadway submittal.

(b) Checked Details Submittal

Checked details consist of 100% complete, checked structure plans that are designed and detailed and deemed ready for bidding. This submittal is made concurrent with, or in advance of the 100% roadway submittal.

(c) Final Approved PS&E

Final corrected plans are submitted as the Final Approved PS&E. This submittal is made concurrent with the Final roadway submittal.

4.2 Ramp, Roadway, and Freeway Design

Freeway and interchange modification design plans will follow Caltrans plan format. Typical Cross Section and Layouts will be provided. Construction details will be required for sidewalks, monuments, traffic islands, intersection grading, median paving, curbs, etc. Curb profiles on City streets will be provided. Ramps and overcrossing will include profile and superelevation.

4.3 Drainage Plans

Culverts, ditches, and inlets will be shown on the drainage plans. Drainage systems will be numbered, with letters assigned to individual drainage items. Drainage profiles will be on separate sheets, followed by Drainage Details and Drainage Quantities. Details will be required for any City standards, including manholes and trench sections.

4.4 Traffic Handling/Stage Construction Plans

Traffic handling plans will be prepared for stage construction. These plans, which will include temporary signing, assume that pavement grades will remain as is (i.e. no lowering of pavement to achieve additional vertical clearance at structures).

4.5 Signal Design



Traffic signals will be shown on the "E" sheets, with separate sheets, specifications, and pay items for City, and Caltrans systems. Three signals are assumed (each ramp intersection plus Survey Road). Ramp metering will be planned, with conduit at roadway/ramp crossings incorporated into the construction plans. It is assumed that temporary signals will be required for stage construction for the southbound ramp intersection; two stages are assumed.

This item of work also will include providing for signal interconnect conduits within limits of work for future interconnects.

4.6 Landscape Plans

Landscape replacement plans will be prepared for replacement planting at the interchange, building on landscape concepts developed during Phase 1. Replacement irrigation systems will be included as required, with electrical service coordinated with signal design. Erosion Control plans will be included with Construction Details.

4.7 Sound Wall Plans

No sound walls are anticipated for this project.

4.8 General Cross Section

General cross sections will be developed at 1:100 scale and will be placed on a grid showing the existing ground, subgrade and finished surface. The conform elevation will be plotted on the cross sections. The cross sections will be created at every 20m.

4.9 Specifications

The MTCO team will prepare contract documents, including construction specifications for the interchange project. The special provisions will follow Caltrans Standard Special Provisions and Standard Plans. It is assumed that the City will provide the General Provisions to be included in the specification package; MTCO will review and update references as appropriate for use of the Caltrans specials (i.e. establish hierarchy for which documents take precedence, coordination of bonding and insurance requirements, etc).

4.10 Construction Cost Estimates

MTCO will prepare an itemized engineer's estimate for the 70%, 100% and final stages for the project. The format will be similar to the Caltrans BEES format. The unit costs will be determined by reviewing similar recent project bid summaries, Caltrans 2003 Contract Cost Data book, the California Highway Construction Cost Index information and reviewing the Caltrans ESC site for unit costs.

4.11 Contract Plan Preparation



Plans will be prepared for each bid package and submitted at the 70%, 100%, and final stages. The purpose of the phased approach is to provide sufficient level of plan development for meaningful reviews, but not provide excessive detailed design that may have to be revised for subsequent submittals. It is assumed that 25 sets of half size plans will be submitted to Caltrans for each submittal, plus 10 sets to the City of Elk Grove. Following is a description of the contents of each submittal.

a) 70% Review

After submittal of GAD's and Staging/Traffic Handling concepts, MTCO will prepare plans based on their review comments and completion of the project design.

The 70% submittal represents a biddable package with respect to geometric layout, profiles, and drainage; however, some details will need to be identified; on recent MTCO projects, this submittal has been considered to be Draft PS&E. The corresponding bridge submittal is the "Unchecked Details".

Signal plans will be submitted for the first time; this submittal will include locations of signal heads, conduit, and service location. The conductor schedule will not be completed at this time, however.

Special provisions will consist of marked-up Caltrans Special Provisions, with new specials and inserts clearly marked. A BEES listing will be included, with appropriate SSP referenced adjacent to the contract item.

b) 100% Review

This submittal represents complete Draft PS&E, ready for bidding. Major design features have been reviewed at least twice at this stage; however, some plan details are submitted for the first time at this submittal.

- ① Special provisions will consist of revised Caltrans Special Provisions, with new specials and inserts clearly marked. A BEES listing will be included, with appropriate SSP referenced adjacent to the contract item. Stricken text will be shown, to be hidden with the final specifications.

c) Final Submittal

This submittal represents final checked plans, ready for bidding, with changes as requested in the 100% review.

- ① Prepare RE File (separate file to DOS for bridge related items). File will include list of project contacts, memos to Resident Engineer, Quantity Calculations for use in releasing progress payments, utility agreements, permits, right of way contracts, and copies of relevant reports.
- ① Prepare Surveyor's File including copies of all survey notes and calculations. Prepare slope stake notes for slope staking, rough grades and finish grades. Include control line traverses and ties to right of way lines.

5. Construction Services



5.1 Bidding Assistance

Advertising and Bidding procedures will be the responsibility of others. Reproductions for bid documents are not included in this contract. MTCO will be available to answer questions, if needed, during the bidding process.

5.2 Construction Assistance

MTCO's construction support activities will include the following:

- ⌚ MTCO will provide ongoing consultation and interpretation of contract documents as required.
- ⌚ Review proposed change orders and make recommendations if requested by Resident Engineer.
- ⌚ Review submittals and shop drawings, when requested by the Construction Manager.
- ⌚ Provide construction assistance as required.
- ⌚ Construction staking information will be provided with the PS&E package, but interpretation of these documents will occur as required.

6.0 Schedule For Performance

Attached to this Contract as Exhibit A-1, and incorporated into this Contract is the Schedule of Performance for the Consultant under this Contract.



EXHIBIT A-1

SCHEDULE OF PERFORMANCE

EXHIBIT A-1

Grant Line Road/Route 99 Interchange

ID	Task Name	Duration	Start	Finish	2004												2005												2006												2007											
					J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A									
1	Interchange PS&E	420 days	Mon 7/5/04	Sat 2/11/06	[Summary bar]																																															
2	Begin PS&E work	0 days	Mon 8/2/04	Mon 8/2/04	[Milestone diamond]																																															
3	Preliminary Engineering	85 days	Mon 7/5/04	Fri 10/29/04	[Summary bar]																																															
4	obtain rights of entry	4 wks	Mon 7/5/04	Fri 7/30/04	[Task bar]																																															
5	as-builts/record mapping/initial contacts	4 wks	Mon 7/5/04	Fri 7/30/04	[Task bar]																																															
6	<u>Detailed control and right of way surveys</u>	6 wks	Mon 8/2/04	Fri 9/10/04	[Task bar]																																															
7	<u>photogrammetric mapping</u>	6 wks	Mon 8/23/04	Fri 10/1/04	[Task bar]																																															
8	<u>Refined Geometric Approval Drawings</u>	1 wk	Mon 10/4/04	Fri 10/8/04	[Task bar]																																															
9	Drainage Evaluation	3 wks	Mon 10/11/04	Fri 10/29/04	[Task bar]																																															
10	Geotechnical Investigation	45 days	Mon 8/23/04	Fri 10/22/04	[Summary bar]																																															
11	Initial meetings with Caltrans/City	3 wks	Mon 8/23/04	Fri 9/10/04	[Task bar]																																															
12	Field investigations	4 wks	Mon 9/13/04	Fri 10/8/04	[Task bar]																																															
13	Laboratory Analysis	3 wks	Mon 10/4/04	Fri 10/22/04	[Task bar]																																															
14	Foundation Report	80 days	Mon 10/18/04	Fri 2/4/05	[Summary bar]																																															
15	Letter recommendations	1 wk	Mon 10/18/04	Fri 10/22/04	[Task bar]																																															
16	Draft Foundation Report	6 wks	Mon 10/25/04	Fri 12/3/04	[Task bar]																																															
17	City/Caltrans review	6 wks	Mon 12/6/04	Fri 1/14/05	[Task bar]																																															
18	Final Foundation Report	3 wks	Mon 1/17/05	Fri 2/4/05	[Task bar]																																															
19	Geotechnical design Report	60 days	Mon 10/25/04	Fri 1/14/05	[Summary bar]																																															
20	Draft GDR	4 wks	Mon 10/25/04	Fri 11/19/04	[Task bar]																																															
21	City/Caltrans review	4 wks	Mon 11/22/04	Fri 12/17/04	[Task bar]																																															
22	Final GDR	4 wks	Mon 12/20/04	Fri 1/14/05	[Task bar]																																															
23	Signal/Lighting Tech. memorandum	25 days	Fri 10/8/04	Fri 11/12/04	[Summary bar]																																															
24	meet w/ District	0 days	Fri 10/8/04	Fri 10/8/04	[Milestone diamond]																																															

Project: Grant Line/Route 99 Interchan
Date: Mon 8/9/04

Task []
Milestone []

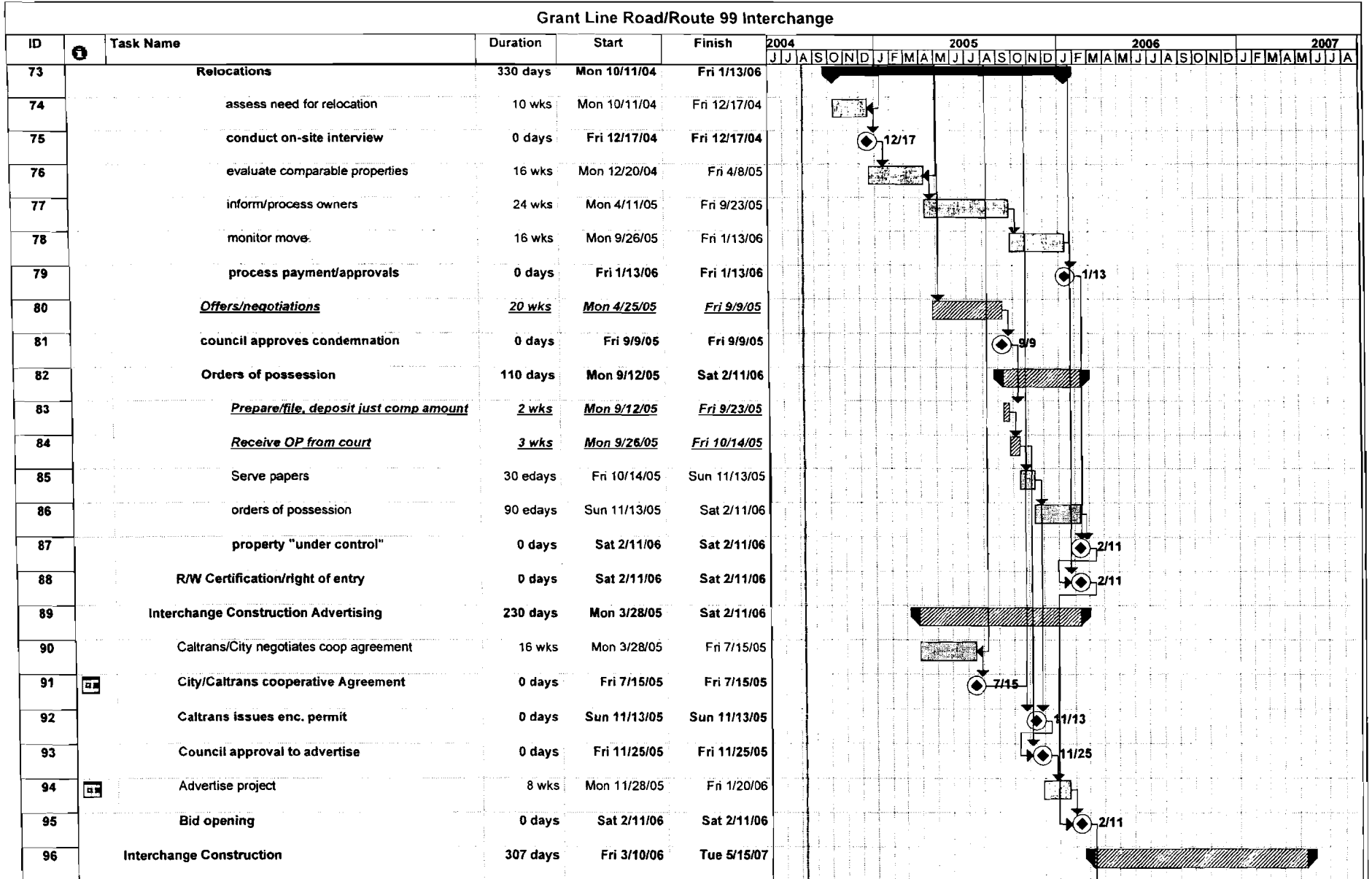
Summary []
Critical []

Project Summary []
External Milestone []

Deadline []

EXHIBIT A-1

Grant Line Road/Route 99 Interchange



Project: Grant Line/Route 99 Interchan
Date: Mon 8/9/04

Task



Summary



Project Summary



Deadline

Milestone



Critical

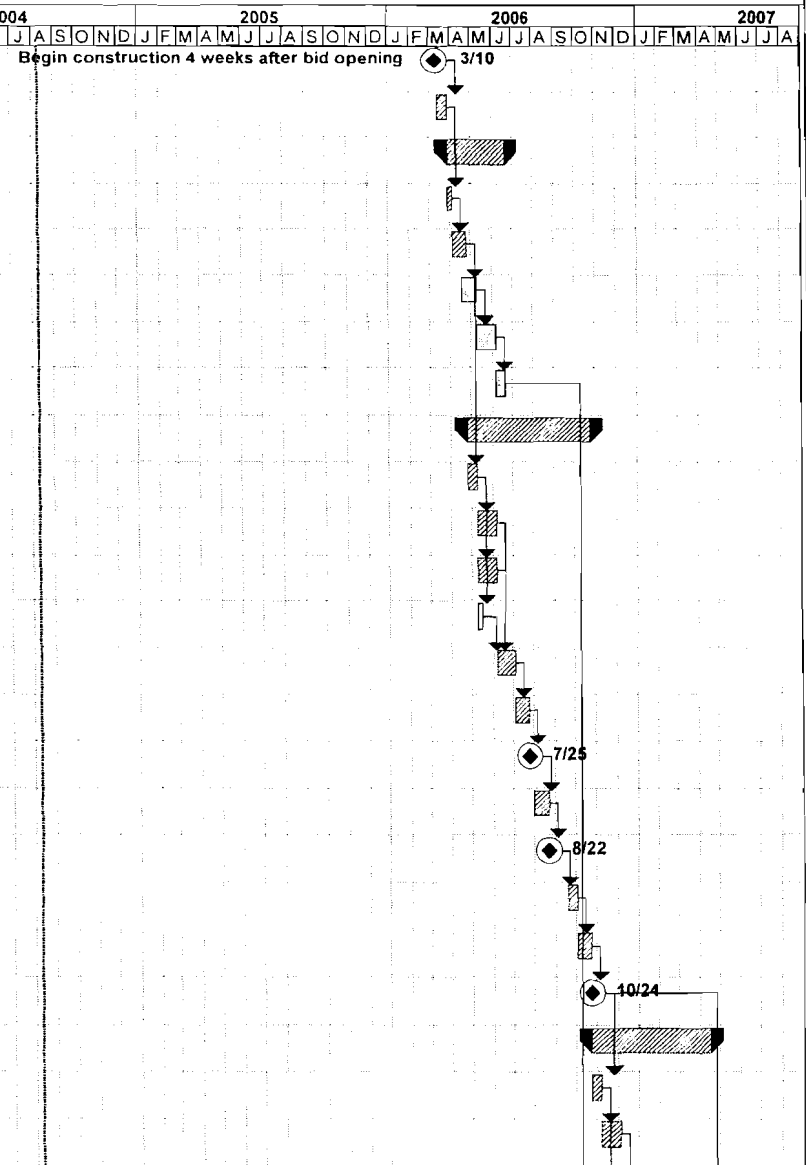


External Milestone

EXHIBIT A-1

Grant Line Road/Route 99 Interchange

ID	Task Name	Duration	Start	Finish	2004												2005												2006												2007											
					J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A									
97	Begin construction	0 days	Fri 3/10/06	Fri 3/10/06	Begin construction 4 weeks after bid opening																																															
98	Mobilization	12 days	Mon 3/13/06	Tue 3/28/06																																																
99	Begin rough grading	60 days	Wed 3/29/06	Tue 6/20/06																																																
100	Clear and Grub	1 wk	Wed 3/29/06	Tue 4/4/06																																																
101	begin rough grading	3 wks	Wed 4/5/06	Tue 4/25/06																																																
102	rough drainage	3 wks	Wed 4/19/06	Tue 5/9/06																																																
103	ramp grading/contouring	4 wks	Wed 5/10/06	Tue 6/6/06																																																
104	hydroseeding/preparation	2 wks	Wed 6/7/06	Tue 6/20/06																																																
105	Overcrossing construction-phase I	130 days	Wed 4/26/06	Tue 10/24/06																																																
106	subgrade at abutments, drive piles	2 wks	Wed 4/26/06	Tue 5/9/06																																																
107	construct abutment footing, abutment	4 wks	Wed 5/10/06	Tue 6/6/06																																																
108	construct bent footing, column	4 wks	Wed 5/10/06	Tue 6/6/06																																																
109	construct median cross overs	1 wk	Wed 5/10/06	Tue 5/16/06																																																
110	erect falsework, form superstructure	4 wks	Wed 6/7/06	Tue 7/4/06																																																
111	set rebar, prestress ducts, stem walls	3 wks	Wed 7/5/06	Tue 7/25/06																																																
112	pour soffitt, stem walls	0 days	Tue 7/25/06	Tue 7/25/06																																																
113	form deck and set rebar	3 wks	Wed 8/2/06	Tue 8/22/06																																																
114	pour deck	0 days	Tue 8/22/06	Tue 8/22/06																																																
115	post-tension, remove falsework	2 wks	Wed 9/20/06	Tue 10/3/06																																																
116	construct barriers, railing, approaches	3 wks	Wed 10/4/06	Tue 10/24/06																																																
117	bridge complete, shift traffic	0 days	Tue 10/24/06	Tue 10/24/06																																																
118	Overcrossing construction-phase II	125 days	Wed 10/25/06	Tue 4/17/07																																																
119	subgrade at abutments, drive piles	2 wks	Wed 10/25/06	Tue 11/7/06																																																
120	construct abutment footing, abutment	4 wks	Wed 11/8/06	Tue 12/5/06																																																



Project: Grant Line/Route 99 Interchan
Date: Mon 8/9/04

Task Summary Project Summary Deadline

Milestone Critical External Milestone



EXHIBIT B

Compensation and Method of Payment

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

EXHIBIT C
Approved Subcontractors
Grant Line Road/State Route 99 Interchange Project

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.

Name & Address of Subcontractor	Services Provided by Subcontractor
Fehr & Peers Associates, Inc. 2990 Lave Ridge Court, Suite 200 Roseville, CA 95661 (916) 773-1900	Signal/ Lighting Design
Blackburn Consulting 3265 Fortune Court Auburn, CA 95602-7842 (530) 887-1494	Geotechnical Investigations
Rail Technology, Inc. 9191 Folsom Blvd. #4 Sacramento, CA 95826 (916) 362-9984	Railroad Coordination
RRM Design Group 131 South Second Ave. Oakdale, CA 95361 (209) 847-1794	Landscaping and Aesthetics
Orsee Design Associates 2320 Broadway Sacramento, CA 95818 (916) 456-4433	Planting and Irrigation Design
The Hoyt Company 660 J Street, Suite 444 Sacramento, CA 95814 (916) 448-2440	Public Outreach
Radman Aerial Surveys 6220 24 th Street Sacramento, CA 95822 (916) 391-1651	Photogrammetric Mapping
Cruz Brothers Locators 3004 Bean Creek Road Scotts Valley, CA 95066 (877) 728-2789	Potholing

CITY OF ELK GROVE



CONTRACT FOR
MARK THOMAS & COMPANY, INC. – CONSULTANT
Engineering Services
Grant Line Road Widening Project



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CONTRACT FOR

MARK THOMAS & COMPANY, INC. - CONSULTANT

THIS CONTRACT is made and entered into between City of Elk Grove, a Municipal Corporation (“City”) and Mark Thomas & Company, 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, Exhibit A-1, and Exhibit A-2 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 November 10, 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 professional engineering services for Grant Line Road Widening Project.

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



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, Exhibit A-1, and Exhibit A-2. The parties agree that the start and finish dates stated for each task name in the Schedule for Performance are express terms of performance under this Contract. The parties further agree that time is of the essence.

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 \$1,225,576.00 with optional design services for the UPRR Grade Separation for an additional estimated cost of \$258,089.00 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.

5. SUPERVISION, 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. The City, 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.

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.

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.

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.

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 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 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 there may be a limit of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) per project aggregate. 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



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 Timothy R. Fleming
Mark Thomas & Company, Inc.
7300 Folsom Blvd., Suite 203
Sacramento, CA 95826

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 _____, 2004, by the parties as follows.

Approved as to form:

CONSULTANT

Counsel for consultant

By: _____
Timothy R. Fleming, Vice President

Approved as to form:

CITY OF ELK GROVE

By: _____
Anthony B. Manzanetti, City Attorney

By: _____
John Danielson, City Manager



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

Timothy R. Fleming, Vice President



EXHIBIT A

Scope of Work

Grant Line Rd Widening Engineering Services

The professional services provided for the widening project includes the following:

- Prepare Engineering Studies, Reports and Memorandums - The studies required are included in the scope of work, but they generally include, without limitation:
 - Foundation Report
 - Geotechnical Design Report
 - Hazardous Materials Report
 - Drainage Report/Storm Water Data Report
 - Bridge Type Selection Report
 - Signal/Lighting Memorandum
 - Aesthetic Concepts
- Prepare Plans, Special Provisions and Construction Estimates - The interchange PS&E package will to Caltrans Standards for design and plan preparation. City of Elk Grove standards will be used outside of the State Right of Way, including the widening. In general, the PS&E package will include:
 - Roadway Improvement Plans
 - Landscape Plans for the proposed medians
 - Signal, Lighting and Interconnect Plans
 - Retaining Wall Plans
 - Structure Plans
- Prepare Right of Way Documents - The Right of Way documents will be prepared for City of Elk Grove review and approval.
- Coordination and Approvals from various agencies - MTCO will coordinate with the various agencies and utility providers involved to resolve design issues and to obtain project approvals.
- Construction Services - Provide engineering services during construction. Construction management services, should they be required, will be provided at an additional cost.
- Public Outreach - Public outreach services will be provided. The City shall retain editorial control over information released to the public in any form, including without limitation, Public Outreach.

Items that are not included in this scope of work, are as follows:

- Traffic forecasting/operations analysis.
- Preparation of the environmental document for the Grant Line Road Widening project.
- Right of Way appraisals and acquisition, including eminent domain services. Support services relative to right of way acquisition will be provided, but it is assumed that the City would retain



right of way professionals and legal support for the acquisition process.

- Permitting required by the environmental document.
- Construction management services.

1. Project Administration and Management

1.1 PDT Coordination Meetings

The widening project will involve regular monthly meetings to keep the project “on-track”; these meetings will be coordinated concurrently with the interchange meetings. Meetings will include a project kick-off meeting, with representation from development interests as appropriate, plus City and County representatives. Thereafter, meetings will be held monthly. MTCO will take lead in design coordination progress meetings. Work includes preparation of meeting agenda in consultation with the City Project Manager, distribution of approved meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting minutes, including recap of actions to be taken prior to the next meeting. The project Critical Path Method (CPM) schedule will be updated monthly, and reviewed as part of the meeting.

1.2 Consultant Team Management/Coordination

This task will include ongoing general project management, including obtaining the Caltrans encroachment permit for field investigations, preparation of monthly progress reports, maintaining the project submittal register, and CPM scheduling and updates. MTCO will also maintain project files in this task.

In addition, MTCO will provide assistance relative to answering questions throughout the design phase related to concurrent development, specifically as it relates to development plan submittals that may be impacted by construction of the project.

MTCO will prepare a monthly status report, which will be included as part of the monthly invoice package.

1.3 Community Relations/Support

A multifaceted and direct outreach program will be designed and put in place to keep the public informed and engaged, as well as meet all the requirements for public review during the environmental process.

1.3.1 Project Mailing List

A project mailing list will be developed for the project. When developing the mailing list, all interested parties and key stakeholders, including landowners/occupants, Community and civic groups/neighborhood associations, Environmental groups, Elected officials, Local, state and federal agencies, Community and regional planning organizations, and Other advocacy groups will be



included.

Some of the specific groups that may be included for this project are:

- ① Elk Grove Chamber of Commerce
- ① Representatives of the communities of Sheldon, Wilton, and Dillard
- ① Sheldon Community Association
- ① Florin Resource Conservation District
- ① Elk Grove Historical Society
- ① Elk Grove Kiwanis Club
- ① Sacramento Area Council of Governments (SACOG)
- ① Sacramento Area Bicycle Advocates
- ① Environmental Council of Sacramento (ECOS)
- ① Elk Grove Community Services District
- ① Community Planning Advisory Councils— Southeast Area, South Sacramento, Cordova and Vineyard
- ① Directly affected businesses and facilities

1.3.2 Project Newsletters (3)

Three project newsletters during the estimated 15-month project, will be sent to the entire project mailing list. These newsletters will serve as educational pieces and invite the community to attend two scheduled community meetings. The newsletters will be one-page, two-sided, two-color self mailers (8.5" x 11").

The first two newsletters will be mailed to the public three weeks prior to each community meeting to ensure high attendance, and a final newsletter will inform the public about final design and upcoming construction.

The City shall retain editorial control over information released to the public in any form, including without limitation, Project Newsletters.

1.3.3 Community Meetings/Workshops (2)

Community workshops will offer the public a forum to voice questions, concerns and issues relating to the Grant Line Road Widening Project. Two community meetings during design of the project will be held. Each forum will be designed to create a convenient, informational, and interactive environment for attendees. The first community meeting will be held early in the project and serve as an opportunity to introduce the project, discuss schedule and goals, and gain input on community concerns and design issues. The second community meeting will be held midway through the project and offer the community an update of the project status and how their comments and suggestions from the first community meeting have been incorporated into the project design and plans. This second meeting will also allow input on final project amenities or details, as well as give the City and the Project Team an opportunity to discuss anticipated construction plans, including schedule and



potential impacts. The City shall retain editorial control over information released to the public in any form, including without limitation, Community Meeting/Workshops.

1.3.4 Focused Stakeholder Outreach

A series of up to ten informal meetings or interviews with key project stakeholders and established community or stakeholder groups (the total includes presumed meetings with Grant Line Road interchange property owners) will be conducted. Other stakeholders may include property owners, developers, homeowner or neighborhood associations, business interests, historic representatives, and environmental or community groups. The City shall retain editorial control over information released to the public in any form, including without limitation, Focused Stakeholder Outreach.

1.3.5 Media Relations

Will work in conjunction with the City and Project Team to draft two press releases in advance of the proposed public meetings. In addition to providing information about the community meetings, each release will highlight the objectives of the project and its long-term benefits for Elk Grove and the region.

Will work with the local media including the *Sacramento Bee*, *Elk Grove Citizen* and *Laguna Citizen* to help garner positive media coverage and place the community meeting details in the Community Calendar sections of these papers. The City shall retain editorial control over information released to the public in any form, including without limitation, Media Relations.

1.3.6 Project Webpage

A project webpage on the City's website for disseminating information regarding the this Project will be set up and maintained. The webpage will provide an additional forum for public input/involvement. Project photos, graphics, technical/environmental documents and related links can also be featured on the page. The City shall retain editorial control over information released to the public in any form, including without limitation, the Project Webpage.

2. Project Definition

This phase of work will develop the roadway widening concept for use in environmental documentation and implementation. Following is a discussion of the specific work activities:

2.1 As-builts / record mapping / Agency contacts

MTCO will collect available record mapping (records of survey, subdivision maps, parcel maps, etc.) and as-builts from a number of sources, including the City, the County, and Caltrans. The UPRR will also be contacted to coordinate available times when field surveys can be performed adjacent to the UPRR facilities.



2.2 Base Mapping

Aerial photogrammetric mapping (imperial units), field topographic surveys for more detailed design information at conforms and for drainage will be performed. Mapping will extend from Survey Road to approximately 500 feet east of Bradshaw Road, plus approximately 1500 feet north of Grant Line Road on Bradshaw and Waterman Roads. The final work product will be digital topographic photogrammetric mapping at a scale of 1"=50', with supplemental field topography and related utility mapping. Following are general field survey activities that are appropriate at this time:

2.1.2 Aerial Photogrammetry

Base mapping background will be digital aerial photogrammetry. Mapping will be prepared to Caltrans standards for layering and accuracy, to AutoCad format. Mapping will be prepared to a scale of 1"=50', with 1 foot contours and spot elevations.

MTCO will set aerial control, using available record maps to identify appropriate monuments and right of way lines for layout of the roadway. Field crews will attempt to locate pertinent monuments to establish alignments.

MTCO also will set temporary field control, including temporary benchmarks, for use in topographic surveys. The survey crews will conduct level circuits as appropriate for the length of the project. A digital level will be used to increased efficiency.

2.1.3 Supplemental topography

Supplemental topography will be deferred until final design, but will consist of consist of cross sections along Grant Line Road for more accurate determination of conforms and drainage, plus pavement elevations at conforms, and location of drainage facilities.

The combined mapping product of the aerial photogrammetric mapping and supplemental field topography will be sufficient to develop a terrain model. The following digital planimetric and topographic information will be captured: hydrologic, street, visible utility features in alignment area, tress, roadways, sidewalks, driveways, buildings, and other such structures/improvements.

All survey records will be submitted to, and become the property of, the City upon completion of the project, including original field notebooks, digital field and computation files, control diagrams and control data, and aerial photography.

2.2.4 Utility Mapping

Mark Thomas & Company will prepare letters showing the project area, requesting confirmation of utility facilities ("A" letters). This effort will include following up with providers, and inputting



mapping into the base mapping.

2.3 Railroad Crossing/Alternatives Analysis

As noted above, Grant Line Road, as envisioned in the City General Plan, ultimately will be an eight lane facility; the intent of this contract is to evaluate an "interim" four lane improvement. It is likely that ultimately a grade separation of the railroad is required; early coordination with the railroad will determine what ultimately will be needed, and to what extent the near term project addresses those improvements. The intent of this work item is to converge relatively quickly on what is an acceptable and reasonable near term project as it relates to the railroad crossing. Consequently this phase of work focuses on identifying railroad and PUC permitting issues, and identification of an appropriate near term project:

2.3.1 Alternatives development

In task 2.4, MTCO will evaluate alternative alignments. Concurrent with this task, MTCO will develop conceptual treatments for railroad crossings, specifically the following:

- (1) Improved four lane at-grade crossing
- (2) Bridge overhead structure (assumed to be four lanes in interim)

The only grade separation alternative to be considered is the overhead structure, as an undercrossing at this location would present more access and drainage issues, plus disruption from rail shooflys during construction. For the overhead alternative, MTCO will review profiles and bridge overhead structure types; no formal advanced planning studies are proposed. In addition, MTCO will conduct a preliminary feasibility analysis for constructing the bridge overhead structure once an improved four lane at-grade crossing was in place.

2.3.3 UPRR Crossing

The appropriate persons at the UPRR will be contacted regarding the rail crossing and initial field meetings. Specifically, the discussions will focus on the near term vs. ultimate project, the alternatives analysis findings, and feasibility of either alternative. The intent is to get reasonably reliable feedback from UPRR so that City management can make an informed decision regarding how the design will proceed.

2.3.4 Basis of Design "Letter Report"

The "Letter Report" will be prepared to document the Basis of Design. The report will summarize the findings of the railroad crossing alternatives development and analysis, and serve as the reference



on which the City will proceed with final design.

The letter report will include preliminary construction costs, permitting constraints, and project development timelines for alternatives considered, including a matrix evaluation of quantitative and qualitative criteria. A brief summary of available funding options will be included, if appropriate.

Work product will consist of 10 copies of the Basis of Design "Letter Report".

2.4 Preliminary Alignments/Right of Way Requirements:

This item of work focuses on identifying corridor constraints (near term and ultimate), developing alternative baseline alignments, and identification of an appropriate near term project alignment and associated right of way requirement:

2.4.1 Resource identification/Constraints analysis

MTCO will provide the City air photos showing the corridor and alignment. MTCO proposes a job "drive-thru" with the City, and select members of the consultant team to review resources and potential areas of sensitivity (mature trees, older farm houses, electrical transmission towers, air fields, etc).

2.4.2 Alternatives analysis

MTCO will evaluate alternative preliminary alignments. The alignments will include consideration of intersection realignment/reconstruction at Waterman and Bradshaw Roads to improve intersection skew and visibility. MTCO also will include preliminary evaluation for stage construction of the improvements, focusing on impacts to traffic on existing facilities and ways to mitigate.

Using preliminary plans and profiles, and aerial photogrammetry, preliminary right of way requirements will be developed. Access issues and preliminary property reuse plans will be developed as needed. Area of impact will be identified for environmental resource review purposes. Work product will consist of 5 copies of the preliminary alignments and associated right of way requirement mapping.

2.5 Roadway Drainage Report and SWPPP

MTCO will prepare a Roadway Drainage Report, reviewing existing drainage facilities, and recommend improvements, maintaining historic drainage courses where appropriate. Conformance to established drainage master plans will be maintained. Detailed drainage tributary areas will be mapped from project topographic mapping; rainfall intensity curves will be developed, and a rational analysis using will be used to Best Management Practices (BMP's) for minimizing discharge of sediment and pollutants, during construction activities, as well as post construction. The Storm Water Pollution



Prevention Plan (SWPPP) will be prepared by MTCO, using findings from this drainage report. Work product will consist of 5 copies each of the Roadway Drainage report and SWPPP.

2.6 Landscape Concept Report

A Landscape Concept Report will be prepared that includes concept plans for near term and ultimate improvements, including median landscaping and development buffers. Up to three general concepts will be developed, and summarized within a draft technical memorandum for City review. Estimated range of costs will be included for each concept. After review comments are received, the concepts will be refined for implementation. Work product will include 5 copies each of the draft and final Landscape Concept Report.

2.7 Traffic Analysis Report

This scope does not include a Traffic Analysis Report, but does include data collection for existing volumes, traffic forecasts, and traffic operations analysis/reporting.

2.8 Geotechnical Services

An Initial Site Assessment (ISA) for hazardous materials potential will be carried out along with all necessary fieldwork, laboratory testing, and analysis/review to prepare a Geotechnical Report for the Grant Line Road Widening Project.

The ISA will review the potential for hazardous materials to occur within the project area and discuss potential impacts on the project alignment.

The Geotechnical Report will include recommendations for road subgrade preparation, embankment construction, new pavement structural sections, foundation recommendations for culverts, and overlay of existing pavement.

Work products will consist of 5 copies each of the draft and final reports under this section. A more detailed scope of services follows.

2.8.1 Initial Site Assessment

The overall purpose of the ISA is to attempt to identify significant hazardous materials issues that could affect the constructability, feasibility, and/or cost of the proposed project. The scope is limited to that considered appropriate for an ISA and is not a Preliminary Site Assessment/Characterization (or Phase I). If the potential for significant hazardous materials is found, additional investigation may be required.

(1) Coordination and Review

- ① Coordinate/review the Area of Potential Impacts map with MTCO and the City of Elk Grove.
- ① Review readily available reports for the project area and/or adjacent locations, and review the site geology and groundwater conditions.



- ① Conduct a limited site visit to observe current land use and potential indications of contamination on or adjacent to the corridor.

(2) Historical Research

- ① Review historical aerial photographic coverage and topographic map coverage of the site and surrounding properties for indications of potential sources for contamination.
- ① Obtain and review a commercial database including federal, state, and county records for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the site.
- ① Attempt to identify past and present operations conducted on the properties to assess the potential for hazardous materials impacts.

(3) Report Preparation

- ① Summarize findings, site reconnaissance, historical photograph evaluation, and regulatory records review. We will address identified potential hazardous materials impacts and provide recommendations for further investigation and analysis if necessary.

If the ISA work identifies the potential for hazardous materials to impact soil and/or groundwater within the project site, it may be necessary to investigate these locations and confirm or characterize potential contamination. If this is necessary, these services can be provided. The scope of the site characterization will depend on the potential contamination type, location, and potential impacts.

2.8.2 Geotechnical Design Report for Grant Line Road Widening

MTCo will undertake the following:

(1) Coordination, Preliminary Review and Site Visit

- ① Review the preliminary plans and discuss the project design needs, issues and schedules.
- ① Site visit for drilling accessibility, traffic control requirements, and mark boring locations for Underground Service Alert (USA).
- ① Obtain City of Elk Grove concurrence on the traffic control program and encroachment permits.

(2) Subsurface Exploration

Observe, log and sample up to 22 borings within the areas proposed for widening and road realignment to obtain subsurface information and soil samples for testing. The borings will be advanced by truck-mounted drilling equipment or hand augering as appropriate, with depths 3 to 15 feet. Borings will be logged and sample representative soils taken.

Bore holes will be backfill with soil backfill or as required by the encroachment permits, and safety signs/cones provided for locations along traveled lanes.

(3) Deflection Testing and Coring

Complete deflection testing where overlay will be necessary or considered (currently estimated at 23,000 lineal feet of lane). Collect deflection data at maximum intervals of 100 feet in each lane. Obtain cores at approximate intervals of 1000 feet in each lane with an offset of 500 feet in each direction, extended through the baserock to determine total existing structural sections.

Existing pavement conditions will be logged for reference and areas requiring additional repair (such



as remove and replace) will be noted.

(4) Laboratory Testing

Perform the following laboratory tests on relatively undisturbed samples or bulk samples obtained from probe locations:

- ① Moisture Content and Unit Weight.
- ① Direct Shear and/or Unconfined Compression for bearing capacity at culvert and/or headwall locations.
- ① Sieve analysis and Plasticity Index for classification.
- ① Compaction curve.
- ① Resistivity, pH, Sulfate Content and Chloride Content for soil corrosivity analysis at culvert locations.
- ① R-Value for pavement design.

(5) Review and Analysis

Review and compile existing surface and subsurface data and newly acquired data. Perform engineering analysis for pavement/overlay design, corrosivity, embankment settlement/stability, and culvert bearing capacity.

(6) Geotechnical Report

Prepare and submit a Draft Geotechnical Report. The report will include conclusions and recommendations for the widening project. After City review, will reconcile comments, and prepare and submit a final report as necessary.

3. Right of Way Activities

Will provide technical and management services for certification of the right of way. The various right of way related activities are described as follows:

3.1 Utility Conflict Mapping/Utility Coordination

The utility companies are notified of the potential work during the Preliminary Design Phase for this project. Once GAD's are developed and PS&E is authorized, the Utility Conflict maps will be prepared. These utility plans show the existing roadway facility with existing utility facilities, superimposed on proposed geometrics. Utility conflicts are noted, and sent to the respective utilities. The utility company is then requested to reply with a relocation plan and acknowledgment of franchise agreement applicability. MTCO will prepare a tracking matrix, summarizing the involved utilities, plus tracking the status of utility contacts/coordination, including submittals, action items, etc. The tracking matrix will be updated monthly.

MTCO will participate in up to six regularly scheduled Utility Coordination meetings, with the intent of presenting project plans and schedule, as well as coordinating utility relocation design.

No utility relocation design, including sanitary sewer, waterline, or other county-owned or privately-



owned utility is included in the base fee for this contract.

3.2 Railroad Permitting

Coordinate with the railroad. Specifically the following activities will occur:

- ⌚ Meet with the California Public Utilities Commission to determine new crossing widening configuration requirements
- ⌚ Coordinate with the UP Railroad and the City of Elk Grove to secure Engineering, Construction and Maintenance Agreements, as required.

Prepare required CPUC Applications, on behalf of the City of Elk Grove, for the new crossing configurations

3.3 Other permitting

City will be responsible for coordinating permitting activities on this project, including ACOE Section 404, CDFG Section 1602, Section 401 certification or waiver from the California Regional Water Quality Control Board. For purposes of this scope, it is assumed that MTCO would provide technical support, including exhibits and engineering calculations as needed, but that the City would provide associated coordination for securing the permits.

3.4 Right of Way Acquisition Documents

Title Reports for involved properties will be acquired. MTCO will review those reports for determination of encumbrances, etc.

MTCO will prepare an Appraisal Index Map. The index map will tie to the individual legal and plat descriptions for each parcel. Each parcel will have an index number. In addition to the items listed, street names and any existing visible surface structures will be shown on the base mapping. Tabular data will be shown, including the square footage amount (within the take area) that is already encumbered. For example the take area might be encumbered with a utility easement, which would impact the value of the property. All encumbrances shown on the preliminary title report will be referenced on the Appraisal Index Map.

MTCO will prepare plats and descriptions for the improvements, It is assumed that where acquiring property for interim improvements, the ultimate right of way would be identified and acquired to the extent feasible. For City of Elk Grove right of way to be acquired, it is assumed that individual plats and descriptions will be required for each property. MTCO also will prepare an overall index strip map showing the areas to be acquired. MTCO will prepare deeds and associate property transfer documents. Four copies of draft documents are assumed, with one copy of final documents for City use.

For purposes of this proposal, a total of 44 parcels are assumed.

3.5 Right of way Acquisition

MTCO will coordinate with the City consultant during the course of appraisal and acquisition activities. Coordination will include explanation of project design intent to the right of way agents,



city staff, city's legal team and/or property owners. MTCO staff also will be available to stake approximate location of right of way take if requested; an allowance of 80 hours of field crew time is allocated to this task. Management of the Right of Way Consultant will be performed by City staff. .

3.4 Record of Survey

Under this task, MTCO will set monuments at appropriate points on Grant Line Road and intersecting roadways (i.e. centerline monumentation at intersections, BC's, and EC's), and prepare a Record of Survey for said monumentation. The proposed monument locations will be prepared and submitted for approval prior to monument installations. The Record of Survey will be processed through Sacramento County, although review and filing fees are not included in this scope. This work effort will take place after construction.

4. Detailed Project Design

4.1 Project Plans

MTCO team will prepare engineering plans, specifications and estimates for the project in accordance with the City of Elk Grove Standards. Submittals will be provided for 70% and 100%. Because there are some minor plan details and refinements at the 100% submittal not previously reviewed by staff, one more "final" submittal is assumed as a response to these 100% plan comments. Work products assumed to consist of 10 sets of half size plans and special provisions for each submittal as noted, with full size plans submitted for bidding. Actual plan sheets are described as follows:

- a) Roadway and surface improvements: Roadway plans will be developed at a scale of 1"=40'. Intersection details (i.e. porkchop island, special curb returns, and median noses) sometimes may be shown on enlarged view (1"=20'). These plans will show layout for curb and gutter, sidewalks, etc. Gutters will be profiled.
- b) Underground Improvements: "Wet" utilities will be shown on separate plan sheets than surface improvements. These plans will include drainage inlets, adjustments to grade, plus extension of fire hydrant services.
- c) Stage construction/Traffic Handling Plans: Construction staging will be shown schematically, with separate plan sheets showing any required temporary pavement delineation and/or signage. It is assumed that no formal pavement delineation will be shown for traffic handling during construction, but that standard plans can be used for work period lane closures.
- d) Traffic Signal and Lighting Plans: Traffic signal plans for Grant Line Road at Waterman and Bradshaw will be prepared. As-built plans and base maps will be collected and a field check of existing conditions including intersection lane geometrics, plus the existing lighting systems carried out. Potential conflicts between overhead/underground utilities, drainage facilities, etc. and new equipment will be noted.

Draft signal plans, specifications, and estimates (PS&E) for the two new signals on Grant Line Road will be prepared. Draft PS&E will be submitted to the City for review and comment. The submittal will include detailed traffic signal installation designs including type of controller, vehicle detection, vehicle and pedestrian signals, and the conductor and equipment schedules;



special provisions; and cost estimate.

Preliminary lighting plans for Grant Line Road between East Stockton Boulevard and Bradshaw Road will also be developed. The submittal will include identification of lighting requirements; electrolier placement along Grant Line Road; special provisions; and cost estimate.

PS&E for the traffic signal interconnect between the Grant Line Road/East Stockton Boulevard and the Grant Line Road/Bradshaw Road intersections will be developed. Draft PS&E will be submitted to the City for review and comment. Final PS&E based on comments received from the City will be prepared.

- e) **Signing and Striping Plan:** MTCO will prepare signing and striping plan, to a scale of 1"=40". Work will include the preparation of a comprehensive inventory of all traffic sign types within the project limits, additional signage, plus construction area signs. Any signs to be placed on traffic signal poles shall be depicted on the traffic signal plans
- f) **Landscape and Irrigation Plans:** Landscape and irrigation plans will be prepared for this initial segment; at this time, only median landscaping is assumed, as outside landscaping would be constructed with frontage improvements.

The following plan sheets will comprise the final plan package:

1.	
Title Sheet	
1	
2. Typical Cross Section/notes	3
3. Surface improvements-plan and profile	12
4. Railroad crossing details	3
5. Drainage and utility Plans	12
6. Construction Details (includes SWPPP)	15
7. Stage Construction and Traffic Handling	8
8. Construction Area Signs	2
9. Signing and striping	12
10. Landscape/Irrigation	25
11. Electrical: Traffic Signals/Interconnect	5
12. Lighting	9
Total Estimated Roadway Plan Sheets	107

4.2 General Cross Sections

General cross sections will be developed at 1"=10' scale and will be placed on a grid showing the existing ground, subgrade and finished surface. The conform elevations will be plotted on the cross



sections. The cross sections will be created at every 50 feet on tangent. These cross sections will be used in developing project cut sheets when the project is completed.

4.3 Specifications

The MTCO team will prepare plan specifications for the widening project. The roadway special provisions will follow Caltrans Standard Special Provisions, modified as appropriate for City standards. A separate section will be provided for railroad requirements; generally UPRR will want to construct the new crossing and signals, but the road contract will construct up to the crossing. It is assumed that the City will provide the General Provisions to be included in the specification package; MTCO will review and update references as appropriate (i.e. confirm hierarchy for which documents take precedence, coordination of bonding and insurance requirements, etc).

4.4 Construction Cost Estimates

MTCO will prepare an itemized engineer's estimate for each project submittal. The format will follow the sections of the Special Provisions. The unit costs will be determined by reviewing similar recent project bid summaries, Caltrans 2003 Contract Cost Data book, the California Highway Construction Cost Index information and ENR cost index information.

5. Construction Services

5.1 Limited Bidding Assistance

MTCO will be available to answer questions, if needed, during the bidding process.

- ⌚ Advertising and Bidding procedures are not included in this contract.
- ⌚ Reproductions for bid documents are not included in this contract.

5.2 Construction Assistance

The City will administer this construction contract. MTCO's construction support activities will include the following:

- ⌚ Attend pre-construction meeting and partnering session, if applicable.
- ⌚ Provide ongoing consultation and interpretation of contract documents as required.
- ⌚ Review proposed change orders and make recommendations if requested by Resident Engineer.
- ⌚ Review submittals and shop drawings, when requested by the Construction Manager.
- ⌚ Provide construction assistance as required.
- ⌚ Construction staking information will be provided with the PS&E package, interpretation of these documents will occur as required.

6. Optional Services–Grade Separation



After the Basis of Design Report, the City will have the exclusive option to determine if the project team should pursue a grade separation alternative for the UPRR crossing. The level of effort assumed for this work is incremental to an at-grade crossing, under the assumption that one approach or the other would be used, and that the approach would not change "mid-stream". In the event that the City exercises its option to pursue an Overhead structure, the following "additive" work items will be performed by MTCO.

6.1 Preliminary Design

MTCO will prepare preliminary plans for the railroad grade separation structure. The purpose of the preliminary plans is to secure City and railroad approvals of specific design criteria, concepts, and preliminary engineering data prior to committing to final design (i.e. translating "Basis of Design" into preliminary engineering documents). Work products will consist of 10 copies of these preliminary engineering documents. Following are items to be included in the preliminary design process:

1. Preliminary layout/profile-MTCO to develop 35% plan and profile drawings. This work effort will include augmented base mapping with respect to rail elevations/profile for 100 feet either side of the crossing.
2. Bridge General Plan-MTCO to develop bridge general plans using PUC and UPR design standards for structures, including temporary and permanent clearances (horizontal and vertical). For purposes of estimating design effort, we are assuming a cast in place reinforced concrete box girder structure; this type of structure is generally most economical for the anticipated spans, and UPRR has indicated to MTCO that this type of structure would probably be OK for this site.
3. Stage construction concepts-MTCO to develop general cross sections and resultant approach for stage construction, recognizing need for work zones and maintaining traffic. Alignment to be refined as needed for constructability purposes. Also the need for retaining structures (i.e. MSE walls) will be determined.
4. Aesthetic Concepts-Assuming that MSE walls will be constructed, there will be a need for addressing the aesthetics of the walls. This effort will include research of various known walls, an identification of commercially available products for enhanced appearance. No sound walls are assumed.
5. Drainage considerations-As embankments create a drainage barrier, MTCO will review options for carrying longitudinal drainage along Grant Line Road, with subsequent discharge as appropriate.
6. Refined access concepts-access to Suburban Propane will influence the Bridge General Plan; we are assuming that the Suburban Propane access will be coordinated with access for the pallet company as well, off of Survey Road. During this phase, the access points will be reviewed/refined, and coordinated with property owners.
7. Utility Impacts-MTCO will identify utility impacts, specifically conflicts with overhead utilities immediately east of the overhead structure. Conflicts will be identified as horizontal, vertical, or construction -related (i.e. in conflict with pile driving).
8. Right of way requirements-depending on final layout, MTC will identify the right of way requirements to accommodate the final facility, as well as any temporary construction easements/rights of entry.

6.2 Geotechnical Investigation/Reports

Perform all necessary fieldwork, laboratory testing, analyses, and review to prepare the Foundation Report for



the Grade Separation Structure. At this time, a three-span structure is anticipated with possible MSE walls for approach fills. Work products will consist of 5 copies each of the draft and final reports for the structure foundation report and MSE wall recommendations report. The scope of work assumes that we complete this work concurrent with our interchange and widening work, and that we can perform necessary fieldwork outside of railroad right-of-way. If geotechnical work within the railroad right-of-way is required, our scope of work and costs will increase due to railroad permit application procedures and fees. We assume the City will cover any additional costs incurred in obtaining railroad permitting and completing our work in accordance with their permit requirements.

Grade Separation Foundation Report

Task 1) Coordination and Review

Review the preliminary grade separation plans and discuss project needs.

Task 2) Subsurface Exploration

Mark boring locations for Underground Service Alert (USA) and obtain necessary City and County traffic control and drilling permits. Observe, log, and sample four exploratory borings; one at each proposed abutment and one at each bent (two anticipated), to obtain subsurface information and soil samples for testing. Provide safety signs/cones for subsurface exploration along traveled lanes; lane closure is not anticipated.

The borings will be advanced with 4- to 8-inch-diameter augers until groundwater is encountered and recorded. The remainder of the boring will be advanced using mud-rotary techniques as appropriate. Standard Penetration Testing (SPT) or California Modified sampling will be performed within the borings to obtain blow count information for bearing capacity, settlement and liquefaction analyses. Maximum boring depths of up to 25 m (80 feet) are currently anticipated. Borings will be logged and samples taken. Bore holes will be backfill with cement/bentonite slurry or soil backfill as required by project permits.

Task 3) Laboratory Testing

The following laboratory tests on relatively undisturbed samples or bulk samples obtained from the exploratory borings are currently anticipated. Final testing will depend on the structure type and ground conditions encountered.

- ① Moisture Content and Unit Weight for bearing capacity, lateral capacity, settlement and liquefaction analyses.
- ① Direct Shear and/or Unconfined Compression for bearing capacity and lateral pile capacity.
- ① Sieve Analysis and Plasticity Index for classification and liquefaction analyses.
- ① Resistivity, pH, Sulfate Content and Chloride Content for soil corrosivity analysis.

Task 4) Review and Analysis

Review and compile existing surface and subsurface data and newly acquired data. Perform engineering analysis (using computer software where applicable) for the following:

- ① Approach fill and foundation settlement



- ① Bearing capacity
- ① Axial and Lateral pile capacity
- ① Site seismicity, including distance to nearby faults, peak ground acceleration (ARS curve), and liquefaction potential
- ① Embankment slope stability
- ① Soil corrosivity

Task 5) Draft Foundation Report

Prepare and submit a Draft Foundation Report. The report will include recommendations for bridge design in accordance with current Caltrans design guidelines including:

- ① Scope of Work
- ① Project Description
- ① Field Exploration
- ① Laboratory Testing
- ① Site Geology and Subsurface Conditions
- ① Geologic Profiles and Engineering Parameters
- ① Seismic Data and Evaluation
- ① Liquefaction Evaluation
- ① Corrosion Potential Evaluation
- ① Foundation Recommendations
- ① Waiting Period for Approach Fill Settlement
- ① Slope Stability Analysis
- ① Construction Considerations
- ① Location Map
- ① Log of Test Borings
- ① Laboratory Test Results Summary Table
- ① Laboratory Test Results

Task 6) Final Foundation Report

Prepare and submit a Final Foundation Report incorporating City of Elk Grove comments as necessary.

MSE Wall (Extension of Foundation Report)

MSE walls may be required for approach construction. The following scope of work to include MSE Wall design parameters in the Foundation Report is listed below.

Task 1) Subsurface Exploration

Extend two to three of the borings proposed for the widening work to depths of approximately 30 feet. Log the borings and direct the sampling operations. Backfill the borings with soil cuttings or slurry as required by the drilling permits. Provide safety signs/cones for subsurface exploration along traveled lanes.



Task 3) Laboratory Testing

The following laboratory tests on relatively undisturbed samples or bulk samples obtained from the exploratory borings are anticipated. Final testing will depend on the ground conditions encountered.

- ① Moisture Content and Unit Weight for settlement analyses.
- ① Sieve Analysis and Plasticity Index for classification.
- ① Compaction curves for direct shear remolding parameters
- ① Remolded and undisturbed Direct Shear tests.

Task 4) Review and Analysis

Review subsurface data and proposed embankment fill data. Perform engineering analysis for determination of MSE wall design parameters.

Task 5) Inclusion in Foundation Report

Provide the additional subsurface and laboratory data, and MSE wall design parameters in the grade separation foundation report.

6.3 Permitting/Right of way

Assist in securing UPRR and PUC approvals for the overhead structure, including negotiating the C&M agreement. Obtain supplemental letter for a construction easement and supporting documentation.

- a) Assist in approval of Bridge Selection and Type.
- b) Assemble and submit the new PUC application for the structure.
 - Assist in production of Scoping Memo, Formal Application, Right of Entry Agreement, Environmental Document, Certificate of Service and various railroad Exhibits "A", "B", "B1", and "C".
- c) Provide support to the PUC for and track application process to approval.
- d) Assemble, submit, and track status of Right of Entry Agreement and associated exhibits.
- e) Assist in producing and/or reviewing C&M agreement and pursue status of agreement until approved by all parties.
- f) Coordination may require at least one field visit for utility conflict purposes.
- g) Provide historic documentation, follow-ups, and other support.

MTCO will prepare an additional plat and description representing the roadway/structure easement over the railroad.

6.4 Construction Documents

The various dead loads and live loads and design criteria shall conform to the most current AASHTO Standard Specifications for Highway Bridges and related specification for bridges, with interim's and revisions by Caltrans, unless otherwise revised by the City prior to commencement of actual design. Other references are Caltrans Division of Structures "Bridge Design Specifications," "Bridge Memo to Designers", "Bridge Design Aids", "Bridge Design Details", and "Bridge Design Practice" and



“Seismic Design Criteria.”

After the approved General Plan, project plan submittals will be made at the Draft PS&E (Unchecked Details), Final PS&E (Checked Details), and Contract Documents (Final Submittal) Stages. Unchecked Details represents a fairly complete plan package, with major design elements checked. The Checked Details submittal represents a biddable project, with supporting calculations plus a complete independent design check. The final submittal represents the Checked Details submittal with revisions made as requested by the Checked Details review. Intermediate submittals will be submitted half size; ten sets total for each submittal are assumed. Final approved plans to be submitted on Mylar.

The following additional plan sheets would be included (multiple sheets may be required for each item):

<i>Post-tensioned reinforced concrete box girder/MSE walls</i>	<i># sheets</i>
General Plan	1
Deck Contours	2
Foundation Plan	1
Abutment Layout	2
Column Details	4
Girder Layout	2
Typical Section	1
Barrier Details (aesthetics-similar to SR 99 OC)	2
Approach Slab	1
MSE Walls-plan/Profile	1
MSE Walls-typical section/details	2
MSE walls-aesthetics	2
Log of Test Borings	2
Total	23

Specifications:

MTCO will use Caltrans standard special provisions for the structure improvements, with appropriate General Provisions for control of the work as it relates to the railroad.

7.0 Schedule For Performance

- 7.1 Attached to this Contract as Exhibit A-1 and A-2, and incorporated herein into this Contract, are the alternative schedules for performance for the Consultant under this Contract
- 7.2 Exhibit A-1 shall be the controlling Schedule for Performance as long as the grade separation option in Scope of Services Section 6 is not selected.
- 7.3 Exhibit A-2 will be the controlling Schedule for Performance of Services should the City elect to exercise its option to require the optional grade separation services described in Scope of Services Section 6.



EXHIBIT A-1

SCHEDULE OF PERFORMANCE

Grant Line Road Widening At Grade Railroad Crossing

EXHIBIT A-1

ID	Task Name	Duration	Start	Finish	2005												2006												2007													
					J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J
1	Widening Design	522 days	Thu 7/8/04	Fri 7/7/06	[Summary bar]																																					
2	Begin work	0 days	Mon 8/2/04	Mon 8/2/04	[Milestone 8/2]																																					
3	Preliminary Engineering	110 days	Thu 7/8/04	Wed 12/8/04	[Summary bar]																																					
4	Base Mapping	50 days	Thu 7/8/04	Wed 9/15/04	[Summary bar]																																					
5	<i>obtain rights of entry</i>	4 wks	Thu 7/8/04	Wed 8/4/04	[Task bar]																																					
6	<i>Detailed control and R/W surveys</i>	4 wks	Thu 7/8/04	Wed 8/4/04	[Task bar]																																					
7	<i>Photogrammetry</i>	4 wks	Thu 8/5/04	Wed 9/1/04	[Task bar]																																					
8	Utility mapping	4 wks	Thu 8/19/04	Wed 9/15/04	[Task bar]																																					
9	RR Xing Alternatives analysis	25 days	Thu 8/5/04	Wed 9/8/04	[Summary bar]																																					
10	<i>UPRR crossing alternatives</i>	2 wks	Thu 8/5/04	Wed 8/18/04	[Task bar]																																					
11	<i>Phased implementation options</i>	2 wks	Thu 8/19/04	Wed 9/1/04	[Task bar]																																					
12	Meet w/ UPRR	0 days	Wed 9/1/04	Wed 9/1/04	[Milestone 9/1]																																					
13	<i>Tech memo</i>	1 wk	Thu 9/2/04	Wed 9/8/04	[Task bar]																																					
14	Direction for final design	0 days	Wed 9/8/04	Wed 9/8/04	[Milestone 9/8]																																					
15	Corridor alternatives	35 days	Thu 8/5/04	Wed 9/22/04	[Summary bar]																																					
16	<i>constraints analysis</i>	3 wks	Thu 8/5/04	Wed 8/25/04	[Task bar]																																					
17	<i>Preliminary alignments</i>	2 wks	Thu 8/26/04	Wed 9/8/04	[Task bar]																																					
18	<i>Phased implementation options</i>	2 wks	Thu 9/9/04	Wed 9/22/04	[Task bar]																																					
19	Recommended improvements	0 days	Wed 9/22/04	Wed 9/22/04	[Milestone 9/22]																																					
20	Right of way requirements	2 wks	Thu 9/23/04	Wed 10/6/04	[Task bar]																																					
21	Roadway drainage report	3 wks	Thu 9/23/04	Wed 10/13/04	[Task bar]																																					
22	<i>Landscape concept report</i>	4 wks	Thu 9/23/04	Wed 10/20/04	[Task bar]																																					
23	Traffic analysis report	90 days	Mon 8/2/04	Fri 12/3/04	[Summary bar]																																					
24	Data collection	3 wks	Mon 8/2/04	Fri 8/20/04	[Task bar]																																					
25	Existing conditions analysis	3 wks	Mon 8/23/04	Fri 9/10/04	[Task bar]																																					

Project: grant line road widening at gra Date: Thu 8/12/04	Task		Summary		Split	
	Task Progress		Rolled Up Task		External Tasks	
	Critical Task		Rolled Up Critical Task		Project Summary	
	Critical Task Progress		Rolled Up Milestone		Group By Summary	
	Milestone		Rolled Up Progress		Deadline	



EXHIBIT A-2

**Grant Line Road Widening
Grade Separated (Overhead) RxC Crossing**

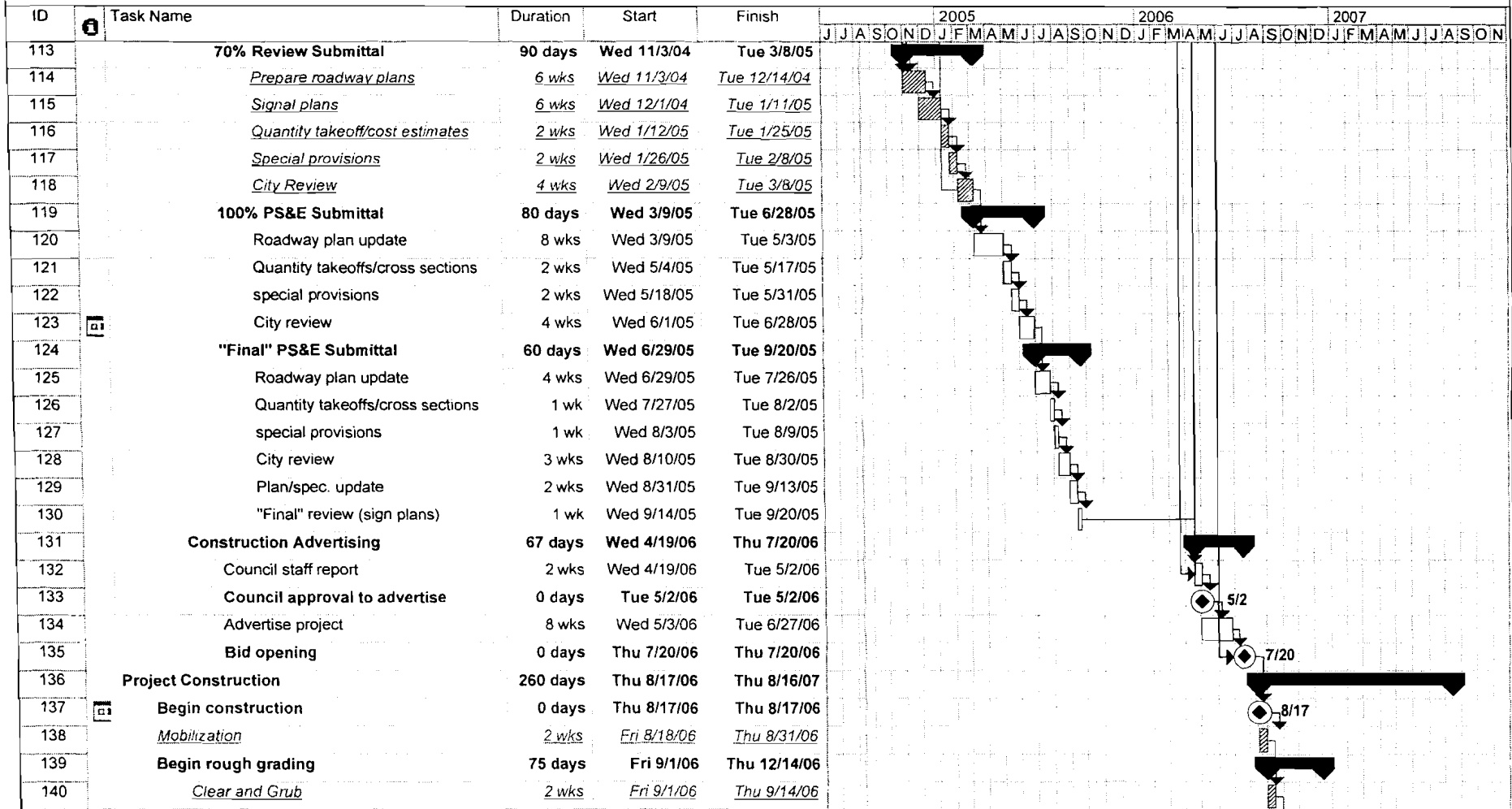
EXHIBIT A-2

ID	Task Name	Duration	Start	Finish	2005												2006												2007												
					J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
1	Widening Design	531 days	Thu 7/8/04	Thu 7/20/06	[Gantt bar spanning from 7/8/04 to 7/20/06]																																				
2	Begin work	0 days	Wed 8/18/04	Wed 8/18/04	[Milestone diamond at 8/18]																																				
3	Preliminary Engineering	119 days	Thu 7/8/04	Tue 12/21/04	[Gantt bar spanning from 7/8/04 to 12/21/04]																																				
4	Base Mapping	50 days	Thu 7/8/04	Wed 9/15/04	[Gantt bar spanning from 7/8/04 to 9/15/04]																																				
5	obtain rights of entry	4 wks	Thu 7/8/04	Wed 8/4/04	[Gantt bar spanning from 7/8/04 to 8/4/04]																																				
6	Detailed control and R/W surveys	4 wks	Thu 7/8/04	Wed 8/4/04	[Gantt bar spanning from 7/8/04 to 8/4/04]																																				
7	Photogrammetry	4 wks	Thu 8/5/04	Wed 9/1/04	[Gantt bar spanning from 8/5/04 to 9/1/04]																																				
8	Utility mapping	4 wks	Thu 8/19/04	Wed 9/15/04	[Gantt bar spanning from 8/19/04 to 9/15/04]																																				
9	RR Xing Alternatives analysis	25 days	Wed 8/18/04	Tue 9/21/04	[Gantt bar spanning from 8/18/04 to 9/21/04]																																				
10	<i>UPRR crossing alternatives</i>	2 wks	Wed 8/18/04	Tue 8/31/04	[Gantt bar spanning from 8/18/04 to 8/31/04]																																				
11	<i>Phased implemmentation options</i>	2 wks	Wed 9/1/04	Tue 9/14/04	[Gantt bar spanning from 9/1/04 to 9/14/04]																																				
12	Meet w/ UPRR	0 days	Tue 9/14/04	Tue 9/14/04	[Milestone diamond at 9/14]																																				
13	<i>Tech memo</i>	1 wk	Wed 9/15/04	Tue 9/21/04	[Gantt bar spanning from 9/15/04 to 9/21/04]																																				
14	Direction for final design	0 days	Tue 9/21/04	Tue 9/21/04	[Milestone diamond at 9/21]																																				
15	Corridor alternatives	35 days	Wed 8/18/04	Tue 10/5/04	[Gantt bar spanning from 8/18/04 to 10/5/04]																																				
16	<i>constraints analysis</i>	3 wks	Wed 8/18/04	Tue 9/7/04	[Gantt bar spanning from 8/18/04 to 9/7/04]																																				
17	<i>Preliminary alignments</i>	2 wks	Wed 9/8/04	Tue 9/21/04	[Gantt bar spanning from 9/8/04 to 9/21/04]																																				
18	<i>Bridge general plan/type selection</i>	2 wks	Wed 9/22/04	Tue 10/5/04	[Gantt bar spanning from 9/22/04 to 10/5/04]																																				
19	Recommended improvements	0 days	Tue 10/5/04	Tue 10/5/04	[Milestone diamond at 10/5]																																				
20	Right of way requirements	2 wks	Wed 10/6/04	Tue 10/19/04	[Gantt bar spanning from 10/6/04 to 10/19/04]																																				
21	Roadway drainage report	3 wks	Wed 10/6/04	Tue 10/26/04	[Gantt bar spanning from 10/6/04 to 10/26/04]																																				
22	<i>Landscape concept report</i>	4 wks	Wed 10/6/04	Tue 11/2/04	[Gantt bar spanning from 10/6/04 to 11/2/04]																																				
23	Traffic analysis report	90 days	Wed 8/18/04	Tue 12/21/04	[Gantt bar spanning from 8/18/04 to 12/21/04]																																				
24	Data collection	3 wks	Wed 8/18/04	Tue 9/7/04	[Gantt bar spanning from 8/18/04 to 9/7/04]																																				
25	Existing conditions analysis	3 wks	Wed 9/8/04	Tue 9/28/04	[Gantt bar spanning from 9/8/04 to 9/28/04]																																				
26	Travel demand forecasts	4 wks	Wed 9/29/04	Tue 10/26/04	[Gantt bar spanning from 9/29/04 to 10/26/04]																																				
27	Impact analysis	4 wks	Wed 10/27/04	Tue 11/23/04	[Gantt bar spanning from 10/27/04 to 11/23/04]																																				
28	Documentation	4 wks	Wed 11/24/04	Tue 12/21/04	[Gantt bar spanning from 11/24/04 to 12/21/04]																																				

Project: grant line road widening w ove Date: Thu 8/12/04	Task		Summary		Split	
	Task Progress		Rolled Up Task		External Tasks	
	Critical Task		Rolled Up Critical Task		Project Summary	
	Critical Task Progress		Rolled Up Milestone		Group By Summary	
	Milestone		Rolled Up Progress		Deadline	

Grant Line Road Widening Grade Separated (Overhead) RxR Crossing

EXHIBIT A-2



Project: grant line road widening w ove
Date: Thu 8/12/04

Task			Summary		Split	
Task Progress			Rolled Up Task		External Tasks	
Critical Task			Rolled Up Critical Task		Project Summary	
Critical Task Progress			Rolled Up Milestone		Group By Summary	
Milestone			Rolled Up Progress		Deadline	



EXHIBIT B

Compensation and Method of Payment

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

City of Elk Grove -
Grant Line Road Widening Project

EXHIBIT B

8/12/2004

Mark Thomas & Company, Inc. - Grant Line Road Widening Project

PROJECT TASK	MARK THOMAS & COMPANY, INC. HOURS							MARK THOMAS & COMPANY, INC. FEE							Fehr & Peers Associates	Orse Design Associates	RAM Design Group	Rail Technology, Inc.	Blackburn Consultants, Inc.	Universal Field Services	The Hoyt Company	Radman Aerial Surveys	Subconsultant Markup	TOTAL FEE BY TASK		
	T Fleming	Project Engr/L.S.	Design Engineer	Asst. Engr/L.S.T	Engr Tech.	Survey Field Crew	Admin.	SUBTOTAL	T Fleming	Project Engr/L.S.	Design Engineer	Asst. Engr/L.S.T	Engr Tech.	Survey Field Crew											Admin.	SUBTOTAL
									\$194	\$110	\$99	\$74	\$89	\$185											\$61	
PS&E, Const. and Environ. Support Services																										
Task 1: Project Review/Management																										
1.1 PDT Coordination/Meetings	60	80		24			8	172	11,880	8,800		1,776			488	22,944	6,100	9,356				464	38,864			
1.2 Consultant Team Mngmt/Coord.	120	80	24				16	240	23,760	8,800	2,376				976	35,912	2,700	3,489			8,000	426	50,527			
1.3 Community Relations/Support	16	32	24	6	40		12	130	3,168	3,520	2,376	444	2,760		732	13,000					29,570	887	43,457			
1.4 Quality Control	24	40	80	80				224	4,752	4,400	7,920	5,920				22,992						4,246	22,992			
Reimbursables																7,000						127	11,373			
Subtotal Task 1	220	232	128	110	40		36	766	43,560	25,520	12,672	8,140	2,760		2,196	101,848	8,800	12,845			41,816	1,904	167,213			
Task 2: Project Definition																										
2.1 Data Collection (As-builts, record mapping, etc)			24	8			4	36			2,376	592			244	3,212		2,100					63	5,375		
2.2 Base Mapping																										
Aerial Photogrammetry/Control Surveys		16		16		24		56		1,760		1,184		4,440		7,384							12,895	387	20,666	
Topographic surveys		40	40	24	32	160		296		4,400	3,960	1,776	2,208	29,600		41,944									41,944	
Utility mapping	8	24	40		80	40	12	204	1,584	2,640	3,960		5,520	7,400	732	21,836									21,836	
2.3 RR X-ing Alternatives Analysis																										
Alternatives development	4	24	24		24			76	792	2,640	2,376		1,656			7,464		2,000					60	9,524		
UPRR Crossing	8	12						20	1,584	1,320						2,904		9,920					298	13,122		
Basis of Design Report	4	16	8		8		4	40	792	1,760	792		552		244	4,140									4,140	
2.4 Preliminary alignments/Right of Way																										
Resource identification/Constraints an	8	24	16	12	16			76	1,584	2,640	1,584	888	1,104			7,800		2,000					60	9,860		
Preliminary alignments/aesthetics	8	24	40	40	24			136	1,584	2,640	3,960	2,960	1,656			12,800		15,000					450	28,250		
Preliminary Right of Way	12	40	24	80	40			196	2,376	4,400	2,376	5,920	2,760			17,832									17,832	
2.5 Roadway Drainage Report	8	60	40	120	60		16	304	1,584	6,600	3,960	8,880	4,140		976	26,140									26,140	
2.6 Landscape concept report	4	8	16		24			52	792	880	1,584		1,656			4,912		12,000					360	17,272		
2.7 Traffic Analysis	8	12			12			32	1,584	1,320			828			3,732									3,732	
2.8 Geotechnical Services																										
Initial Site Assessment	4	24	12		12			52	792	2,640	1,188		828			5,448									5,448	
Geotechnical Design Report																			7,923				238	8,161		
Reimbursables																15,000		2,000	500				1,229	42,184		
Subtotal Task 2	76	324	284	300	332	224	36	1,576	15,048	35,640	28,116	22,200	22,908	41,440	2,196	182,548	33,100	12,420	48,878			12,895	3,196	293,060		
Task 3: Right of Way/Utilities																										
3.1 Utility Conflict/Coord	12	40	80	120	80		24	356	2,376	4,400	7,920	8,880	5,520		1,464	30,560									30,560	
3.2 Railroad Permitting/C&M Agreement	24	40						64	4,752	4,400						9,152		9,920					298	19,370		
3.3 Other Permitting	4	24						28	792	2,640						3,432									3,432	
3.4 R/W acquisition documents	16	160	120	120	210	240	16	882	3,168	17,600	11,880	8,880	14,490	44,400	976	101,394									101,394	
3.5 R/W acquisition	24	80	64	40	24	80	24	336	4,752	8,800	6,336	2,960	1,656	14,800	1,464	40,768									40,768	
Reimbursables																4,000									4,000	
Subtotal Task 3	80	344	264	280	314	320	64	1,666	15,840	37,840	26,136	20,720	21,666	59,200	3,904	189,306		9,920				298		199,524		



EXHIBIT C
Approved Subcontractors
Grant Line Road Widening Project

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.

Name & Address of Subcontractor	Services Provided by Subcontractor
Fehr & Peers Associates, Inc. 2990 Lave Ridge Court, Suite 200 Roseville, CA 95661 (916) 773-1900	Signal/ Lighting Design
Blackburn Consulting 3265 Fortune Court Auburn, CA 95602-7842 (530) 887-1494	Geotechnical Investigations
Rail Technology, Inc. 9191 Folsom Blvd. #4 Sacramento, CA 95826 (916) 362-9984	Railroad Coordination
Orsee Design Associates 2320 Broadway Sacramento, CA 95818 (916) 456-4433	Planting and Irrigation Design
The Hoyt Company 660 J Street, Suite 444 Sacramento, CA 95814 (916) 448-2440	Public Outreach
Radman Aerial Surveys 6220 24 th Street Sacramento, CA 95822 (916) 391-1651	Photogrammetric Mapping
Cruz Brothers Locators 3004 Bean Creek Road Scotts Valley, CA 95066 (877) 728-2789	Pothing

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2004-208

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 18th day of August 2004 by the following vote:

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

NOES 0: COUNCILMEMBERS:

ABSTAIN 0: COUNCILMEMBERS:

ABSENT 0: COUNCILMEMBERS:





Peggy E. Jackson, City Clerk
City of Elk Grove, California