

**RESOLUTION NO. 2004-220**


**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE RIGHT OF  
WAY ACQUISITION AND APPRAISAL SERVICES CONTRACTS WITH UNIVERSAL  
FIELD SERVICES, INC. FOR THE GRANT LINE ROAD/STATE ROUTE 99  
INTERCHANGE PROJECT AND THE GRANT LINE ROAD WIDENING PROJECT**

**WHEREAS**, the City requires right of way acquisition and appraisal services to be provided in conjunction with the Grant Line Road / State Route 99 Interchange Reconstruction Project and the Grant Line Road Widening Project; and

**WHEREAS**, City staff has determined through a competitive selection process that Universal Field Services, Inc. is best qualified to carry out the right of way acquisition and appraisal 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 or his designee to enter into two (2) contracts with Universal Field Services, Inc. for right of way acquisition and appraisal services for the Grant Line Road/State Route 99 Interchange Project and the Grant Line Road Widening Project.

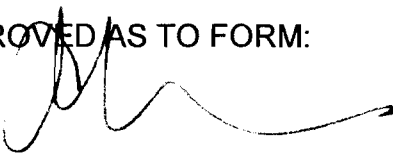
**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 1<sup>st</sup> day of September 2004.

*for*  RICK SOARES  
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

UNIVERSAL FIELD SERVICES, INC. - CONSULTANT

Appraisal, Appraisal Review, Acquisition & Relocation Assistance

Grant Line Road/State Route 99 Interchange Project



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CONTRACT FOR  
UNIVERSAL FIELD SERVICES, INC. - CONSULTANT

THIS CONTRACT is made and entered into between City of Elk Grove, a Municipal Corporation ("City") and Universal Field Services, 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, 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 conducting appraisal, appraisal review, acquisition and relocation assistance services for the 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 \$413,650.00 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. SUPERVISOR, LABOR AGREEMENTS AND PERSONNEL:

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

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

C. PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.

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

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

6. TERMINATION:

A. 90 DAYS NOTICE. 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    Universal Field Services, Inc.  
James Finnegan, Vice President  
1600 Sacramento Inn Way, Suite 216  
Sacramento, CA 95815

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: \_\_\_\_\_  
James Finnegan, Vice President

Approved as to form:

**CITY OF ELK GROVE**

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

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



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

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

CONSULTANT

---

James Finnegan, Vice President



## EXHIBIT A

### Scope of Work

The following is the Scope of Services to be provided by Universal Field Services for appraisal, appraisal review, acquisition and relocation assistance services for the Grant Line Road/SR 99 Interchange Project in the City of Elk Grove. All services will be performed in full conformance with Federal and State laws, Caltrans' procedures, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

#### 1. PRELIMINARY PROJECT ACTIVITIES

##### Project Initiation Meeting

- Meet with the City and others, as appropriate, to review project scope, scheduling and other issues specific to the project

##### Land Acquisition Procedures and Forms

- Review land acquisition procedures needed for the project
- Prepare forms to be utilized for the required services
- Prepare Acquisition brochures summarizing the land acquisition process. The brochure is to be given to all occupants affected by the project.

##### Relocation Procedures and Forms

- Review relocation procedures needed for the project
- Prepare forms to be utilized for the required services
- Prepare Relocation brochures summarizing the relocation assistance process. The brochure is to be given to all occupants affected by the project

#### 2. APPRAISAL AND APPRAISAL REVIEW

##### Appraisal

All appraisals will fully meet accepted professional appraisal standards. The appraisals will conform to the Caltrans Appraisal Manual and the requirements of the Office of Real Estate Appraisers of the State of California.

- Complete an appraisal of each property in accordance with Federal and State policy. Each property owner will be contacted and offered the opportunity to accompany the appraiser during the inspection of the property.
- An appraisal report will be prepared for each parcel and will include, at the minimum, the following information:
  - ✓ The purpose and function of the appraisal, including limiting factors and conditions.
  - ✓ Description of the physical characteristics of the property being acquired in addition to the highest and best use of property.
  - ✓ A discussion of all relevant and reliable approaches to value.
  - ✓ A description of comparable sales relied on in the determination of value.
  - ✓ A statement of the value of the property rights to be acquired, including damages to the remainder.
  - ✓ A signed certification of the appraiser, and the effective date of the valuation.



Dual Appraisal (Caltrans Requirement)

Complete dual appraisal reports for unusually complicated parcels or parcels exceeding \$500,000 in value pursuant to the terms and conditions under section 7.01.07.00 of the Caltrans Manual.

Appraisal Review (Caltrans Requirement)

Complete an appraisal review for each acquisition in accordance with Federal and/or State policy. The appraisal review will include a check of all mathematical calculations and a determination that all relevant and appropriate appraisal methodologies have been employed. The reviewed appraisal will be forwarded to the City for the purpose of establishing the amount of just compensation in accordance with Federal and State laws. The amount of just compensation will not be less than the approved appraisal.

3. SPECIALTY APPRAISALS - Provide for specialized appraisal services, as may be necessary for some properties, including the following:

Fixtures & Equipment Appraisal – Trade fixtures, furniture, equipment, machinery and other items installed for use on a property will be appraised if they are “improvements pertaining to the realty” as defined in Section 1263.205 CCP. These improvements include items that “... cannot be removed without a substantial economic loss or without substantial damage to the property on which it is installed, regardless of the method of installation.” The appraiser will compare the value in place against the value if removed and sold. This requires a comparison of the items depreciated value in place and its salvage value to establish that it cannot be removed “without substantial economic loss.” The nature and extent of the damage, if any, will be explained.

Goodwill Appraisal - The loss of business goodwill, which is compensable under California law, must be estimated. A relocation payment for loss of personal property may cover the amount of the actual loss in the fair market value of property for which property owners will receive no other reimbursement.

4. TITLE AND CLOSING SERVICES

The Project Manager will insure that all closings are accomplished in a timely manner through continued coordination with the title company handling the escrows. Universal will work closing with the chosen title companies to make sure that good title is obtained. These services include:

- Reviewing updated title
- Open escrow, deposit funds and documents, prepare escrow instructions, and monitor closing of escrows.
- Assist Title Company in obtaining releases of liens, mortgages and encumbrances of record.
- Prepare warrant requests to the City with proper supporting documentation including recommended resolution of title issues.
- Verify and coordinate the clearing or prorating of taxes and assessments.
- Coordinate closings and attend to all meetings.
- Review the final title policy to make sure that it reflects only those title exceptions that the City had agreed to accept.
- Submit a completed property acquisition report for each property, including transfer of all pertinent correspondence and files to the City.



5. ACQUISITION PROCESS

Acquisition services include all contacts with the property owner for the purpose of negotiating for the purchase of the real property interest. Services to be provided include:

- Prepare the Notice of Intent to Appraise letter in a format acceptable to the City.
- Participate in a kick-off meeting with the property owners impacted by the project to explain the public acquisition process.
- Prepare the offer letter and other related documents based upon the review appraiser's accepted fair market value.
- Prepare Rights of Entry documents on an as needed basis.
- Prepare purchase agreement and conveyance documents.
- Meet with property owners to discuss the project in general, review right-of-way maps and legal descriptions confirm information about occupants/owners and make the official first written offer.
- Explain the offer; maintain follow up contacts and to secure the necessary documentation upon acceptance of the offer for closing.
- Respond to property owner inquiries verbally and in writing.
- Maintain contact reports for each parcel with all pertinent information and contacts concerning the parcel.
- Maintain parcel files of original documentation related to the purchase of the real property.
- Provide recommendation and supporting documentation for consideration during the administrative review process.
- Continue personal negotiations with property owner until agreement is reached with the owner, or impasse is reached. Negotiations will consist of a minimum of three personal contacts.
- Signed purchase agreements will be transmitted to the City promptly for acceptance and processing.

6. CONDEMNATION SUPPORT

When impasse is reached and condemnation is being pursued, Consultant will provide the City or its legal counsel with a complete parcel file including the appraisal, negotiation records and all other correspondence for each condemnation parcel. Services provided to the condemnation attorneys include:

- Appearing as an expert witness in eminent domain proceedings as directed by the City and the assigned legal counsel.
- Delivery of the complete parcel file, including the title report, legal description, appraisal, negotiation records and all correspondence.
- Assist the attorney with locating property owners and other interest holders.

Following impasse, any court preparation or testimony work performed by the Consultant will be authorized by the City as extra work and paid for at the Consultant's hourly rates.

7. COORDINATION WITH CALTRANS

Consultant will coordinate the right-of-way appraisal and acquisition process with the Caltrans District 3 Local Assistance Office necessary and prepare necessary right of way certifications.



8. RELOCATION ASSISTANCE SERVICES

For the business properties to be acquired, relocation assistance services will include:

- Preparation of the Relocation Plan to be approved by City Council.
- Preparation of the Relocation and Assistance Program entitlements in accordance with the Federal and/or State Uniform Relocation Laws and Regulations.
- Participate in informational meetings and/or public hearings.
- Prepare relocation plans and analysis
- Conducting a personal, on-site interview of displaced businesses and consider business relocation needs and special zoning requirements.
- A review of the availability of replacement business sites and a comparison to the needs of the relocated business.
- Inform the business of available relocation assistance, explain the relocation process, and provide advisory assistance to displaced business (i.e. the explanation of entitlements and eligibility; obtaining accurate inventories of personal property to be relocated; obtain cost estimates and/or verification of actual cost incurred; and assistance in completing documentation for payment of entitlements.)
- Distribute Relocation Assistance brochure, Notice to Vacate, and other notices as required.
- Monitor the move of personal property to replacement location.
- Prepare necessary payment documentation and deliver reimbursement checks and other appropriate payments to displacees.
- Maintain current and accurate parcel records and contact diaries for the relocation.
- Assist displacee in filing appeals and provide the City with documentation of activities for any appeal received.

9. PROJECT ADMINISTRATION AND MANAGEMENT

Perform project management oversight of Universal's activities, including subcontractors, to insure timely and accurate performance of all real estate activities. Tasks include:

- Provide general consulting services to the City on matters relating to right of way impacts and real estate appraisal and acquisition issues.
- Preparing and updating Project work plans.
- Provide status report of all parcel and project activities to City weekly.
- Participating in project review meetings on an as needed basis.





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**EXHIBIT A-1**

**SCHEDULE OF PERFORMANCE**








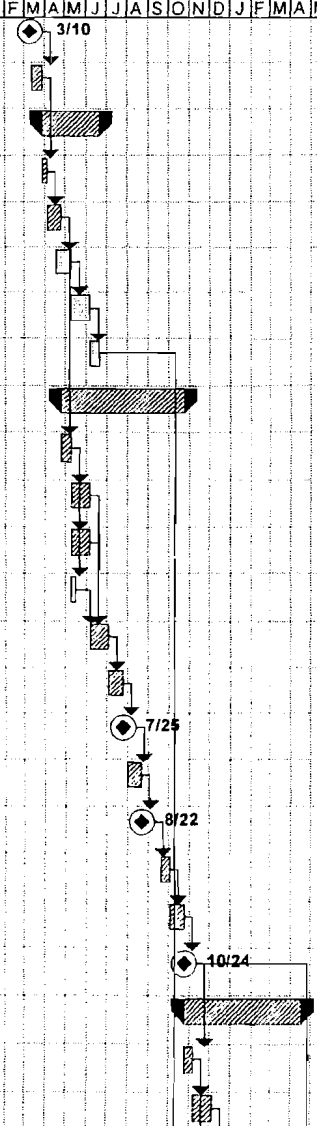
Grant Line Road/Route 99 Interchange

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									
73	Relocations	330 days	Mon 10/11/04	Fri 1/13/06	[Gantt bar from 10/11/04 to 1/13/06]																																															
74	assess need for relocation	10 wks	Mon 10/11/04	Fri 12/17/04	[Gantt bar from 10/11/04 to 12/17/04]																																															
75	conduct on-site interview	0 days	Fri 12/17/04	Fri 12/17/04	[Milestone circle at 12/17/04]																																															
76	evaluate comparable properties	16 wks	Mon 12/20/04	Fri 4/8/05	[Gantt bar from 12/20/04 to 4/8/05]																																															
77	inform/process owners	24 wks	Mon 4/11/05	Fri 9/23/05	[Gantt bar from 4/11/05 to 9/23/05]																																															
78	monitor move	16 wks	Mon 9/26/05	Fri 1/13/06	[Gantt bar from 9/26/05 to 1/13/06]																																															
79	process payment/approvals	0 days	Fri 1/13/06	Fri 1/13/06	[Milestone circle at 1/13/06]																																															
80	<i>Offers/negotiations</i>	20 wks	Mon 4/25/05	Fri 9/9/05	[Hatched Gantt bar from 4/25/05 to 9/9/05]																																															
81	council approves condemnation	0 days	Fri 9/9/05	Fri 9/9/05	[Milestone circle at 9/9/05]																																															
82	Orders of possession	110 days	Mon 9/12/05	Sat 2/11/06	[Hatched Gantt bar from 9/12/05 to 2/11/06]																																															
83	<i>Prepare/file, deposit just comp amount</i>	2 wks	Mon 9/12/05	Fri 9/23/05	[Hatched Gantt bar from 9/12/05 to 9/23/05]																																															
84	<i>Receive OP from court</i>	3 wks	Mon 9/26/05	Fri 10/14/05	[Hatched Gantt bar from 9/26/05 to 10/14/05]																																															
85	Serve papers	30 edays	Fri 10/14/05	Sun 11/13/05	[Gantt bar from 10/14/05 to 11/13/05]																																															
86	orders of possession	90 edays	Sun 11/13/05	Sat 2/11/06	[Gantt bar from 11/13/05 to 2/11/06]																																															
87	property "under control"	0 days	Sat 2/11/06	Sat 2/11/06	[Milestone circle at 2/11/06]																																															
88	R/W Certification/right of entry	0 days	Sat 2/11/06	Sat 2/11/06	[Milestone circle at 2/11/06]																																															
89	Interchange Construction Advertising	230 days	Mon 3/28/05	Sat 2/11/06	[Hatched Gantt bar from 3/28/05 to 2/11/06]																																															
90	Caltrans/City negotiales coop agreement	16 wks	Mon 3/28/05	Fri 7/15/05	[Gantt bar from 3/28/05 to 7/15/05]																																															
91	City/Caltrans cooperative Agreement	0 days	Fri 7/15/05	Fri 7/15/05	[Milestone circle at 7/15/05]																																															
92	Caltrans issues enc. permit	0 days	Sun 11/13/05	Sun 11/13/05	[Milestone circle at 11/13/05]																																															
93	Council approval to advertise	0 days	Fri 11/25/05	Fri 11/25/05	[Milestone circle at 11/25/05]																																															
94	Advertise project	8 wks	Mon 11/28/05	Fri 1/20/06	[Gantt bar from 11/28/05 to 1/20/06]																																															
95	Bid opening	0 days	Sat 2/11/06	Sat 2/11/06	[Milestone circle at 2/11/06]																																															
96	Interchange Construction	307 days	Fri 3/10/06	Tue 5/15/07	[Hatched Gantt bar from 3/10/06 to 5/15/07]																																															

Project: Grant Line/Route 99 Interchan Date: Mon 8/9/04	Task 	Summary 	Project Summary 	Deadline 
	Milestone 	Critical 	External Milestone 	

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**

Corporate Oversight	\$105./hour
Project Manager	\$ 90./hour
Acquisition/Relocation Specialists	\$ 85./hour
Title Reports (Subconsultant)	
\$450.00 each, new, and \$150.00 each, updates	\$ 9,300.00
Appraisal (Subconsultant)	
Lump sum of \$52,400.00 + 28 @ \$1,500./each	\$ 94,400.00
Second Appraisals (high-valued properties)	
5 @ \$5,000./each	\$ 25,000.00
Specialty Appraisals (Subconsultant)	
Fixtures & Equipment = 5 @ \$1,500./each	\$ 7,500.00
Goodwill = 4 @ \$7,500./each	\$ 30,000.00
Appraisal Review (Subconsultant)	
150 hours @ \$125./hour	\$ 18,750.00
Acquisition Services/Closings/Condemnation Support	
2000 hours @ \$85./hour	\$170,000.00
Relocation Assistance Services	
7 businesses @ \$5,100./relocation	\$ 35,700.00
Project Management (Meetings/RW Certification)	\$ 10,000.00
Subcontractor Mark-up (5%)	\$ 8,000.00
Other indirect costs:	
(Mileage @ \$0.375 or current IRS rate at the time the mileage is incurred; notary; copying; long distance telephone and miscellaneous related costs) – at cost	\$ 5,000.00
<b>Total Estimated Cost (Not to Exceed)</b>	<b>\$413,650.00</b>

Notes:

- 1) Assumes 38 parcels and 7 difficult business relocations.
- 2) Title Reports are three years old. Assume 1/3 need new reports (\$450./each) for title parcel changes and 2/3 for updates (\$150./each).
- 3) Assumes four Goodwill appraisals and five Fixtures & Equipment appraisals needed.
- 4) Second appraisals required on high-valued parcels (Caltrans requirement).

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



# CITY OF ELK GROVE



CONTRACT FOR  
UNIVERSAL FIELD SERVICES, INC. - CONSULTANT  
Appraisal, Appraisal Review & Acquisition Services  
Grant Line Road Widening Project



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## CONTRACT FOR

### UNIVERSAL FIELD SERVICES, INC. - CONSULTANT

THIS CONTRACT is made and entered into between City of Elk Grove, a Municipal Corporation ("City") and Universal Field Services, 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 May, 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 conducting an appraisal, appraisal review and acquisition services for the 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



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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 \$266,290.00 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.



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12. COMPLIANCE WITH LOCAL LAW:

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

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

13. REPRESENTATION:

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

14. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City Manager. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant. Consultant is authorized to subcontract with those subcontractors and for 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 Universal Field Services, Inc.  
James Finnegan, Vice President  
1600 Sacramento Inn Way, Suite 216  
Sacramento, CA 95815

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: \_\_\_\_\_  
James Finnegan, Vice President

Approved as to form:

**CITY OF ELK GROVE**

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

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



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

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

CONSULTANT

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James Finnegan, Vice President



## EXHIBIT A

### Scope of Work

The following is the Scope of Services to be provided by Universal Field Services for appraisal, appraisal review, and acquisition services for the Grant Line Road Widening Project in the City of Elk Grove. All services will be performed in full conformance with Federal and State laws, Caltrans' procedures, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

#### 1. PRELIMINARY PROJECT ACTIVITIES

##### Project Initiation Meeting

- Meet with the City and others, as appropriate, to review project scope, scheduling and other issues specific to the project

##### Land Acquisition Procedures and Forms

- Review land acquisition procedures needed for the project
- Prepare forms to be utilized for the required services
- Prepare Acquisition brochures summarizing the land acquisition process. The brochure is to be given to all occupants affected by the project.

#### 2. APPRAISAL AND APPRAISAL REVIEW

##### Appraisal

All appraisals will fully meet accepted professional appraisal standards. The appraisals will conform to the Caltrans Appraisal Manual and the requirements of the Office of Real Estate Appraisers of the State of California.

- Complete an appraisal of each property in accordance with Federal and State policy. Each property owner will be contacted and offered the opportunity to accompany the appraiser during the inspection of the property.
- An appraisal report will be prepared for each parcel and will include, at the minimum, the following information:
  - ✓ The purpose and function of the appraisal, including limiting factors and conditions.
  - ✓ Description of the physical characteristics of the property being acquired in addition to the highest and best use of property.
  - ✓ A discussion of all relevant and reliable approaches to value.
  - ✓ A description of comparable sales relied on in the determination of value.
  - ✓ A statement of the value of the property rights to be acquired, including damages to the remainder.
  - ✓ A signed certification of the appraiser, and the effective date of the valuation.

##### Dual Appraisal (Caltrans Requirement)

Complete dual appraisal reports for unusually complicated parcels or parcels exceeding \$500,000 in value pursuant to the terms and conditions under section 7.01.07.00 of the Caltrans Manual.

##### Appraisal Review (Caltrans Requirement)

Complete an appraisal review for each acquisition in accordance with Federal and/or State policy. The appraisal review will include a check of all mathematical calculations and a determination that all relevant



and appropriate appraisal methodologies have been employed. The reviewed appraisal will be forwarded to the City for the purpose of establishing the amount of just compensation in accordance with Federal and State laws. The amount of just compensation will not be less than the approved appraisal.

3. TITLE AND CLOSING SERVICES

The Project Manager will insure that all closings are accomplished in a timely manner through continued coordination with the title company handling the escrows. Universal will work closing with the chosen title companies to make sure that good title is obtained. These services include:

- Reviewing updated title
- Open escrow, deposit funds and documents, prepare escrow instructions, and monitor closing of escrows.
- Assist Title Company in obtaining releases of liens, mortgages and encumbrances of record.
- Prepare warrant requests to the City with proper supporting documentation including recommended resolution of title issues.
- Verify and coordinate the clearing or prorating of taxes and assessments.
- Coordinate closings and attend to all meetings.
- Review the final title policy to make sure that it reflects only those title exceptions that the City had agreed to accept.
- Submit a completed property acquisition report for each property, including transfer of all pertinent correspondence and files to the City.

4. ACQUISITION PROCESS

Acquisition services include all contacts with the property owner for the purpose of negotiating for the purchase of the real property interest. Services to be provided include:

- Prepare the Notice of Intent to Appraise letter in a format acceptable to the City.
- Participate in a kick-off meeting with the property owners impacted by the project to explain the public acquisition process.
- Prepare the offer letter and other related documents based upon the review appraiser's accepted fair market value.
- Prepare Rights of Entry documents on an as needed basis.
- Prepare purchase agreement and conveyance documents.
- Meet with property owners to discuss the project in general, review right-of-way maps and legal descriptions confirm information about occupants/owners and make the official first written offer.
- Explain the offer; maintain follow up contacts and to secure the necessary documentation upon acceptance of the offer for closing.
- Respond to property owner inquiries verbally and in writing.
- Maintain contact reports for each parcel with all pertinent information and contacts concerning the parcel.
- Maintain parcel files of original documentation related to the purchase of the real property.
- Provide recommendation and supporting documentation for consideration during the administrative review process.
- Continue personal negotiations with property owner until agreement is reached with the owner, or impasse is reached. Negotiations will consist of a minimum of three personal contacts.



- Signed purchase agreements will be transmitted to the City promptly for acceptance and processing.

5. CONDEMNATION SUPPORT

When impasse is reached and condemnation is being pursued, Consultant will provide the City or its legal counsel with a complete parcel file including the appraisal, negotiation records and all other correspondence for each condemnation parcel. Services provided to the condemnation attorneys include:

- Appearing as an expert witness in eminent domain proceedings as directed by the City and the assigned legal counsel.
- Delivery of the complete parcel file, including the title report, legal description, appraisal, negotiation records and all correspondence.
- Assist the attorney with locating property owners and other interest holders.

Following impasse, any court preparation or testimony work performed by the Consultant will be authorized by the City as extra work and paid for at the Consultant's hourly rates.

6. COORDINATION WITH CALTRANS (If Necessary)

Consultant will coordinate the right-of-way appraisal and acquisition process with the Caltrans District 3 Local Assistance Office necessary and prepare necessary right of way certifications.

7. PROJECT ADMINISTRATION AND MANAGEMENT

Perform project management oversight of Universal's activities, including subcontractors, to insure timely and accurate performance of all real estate activities. Tasks include:

- Provide general consulting services to the City on matters relating to right of way impacts and real estate appraisal and acquisition issues.
- Preparing and updating Project work plans.
- Provide status report of all parcel and project activities to City weekly.
- Participating in project review meetings on an as needed basis.



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**EXHIBIT A-1**  
**SCHEDULE OF PERFORMANCE**

# Exhibit A-1

## Grant Line Road Widening At Grade Railroad Crossing

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	[Gantt bar from 7/8/04 to 7/7/06]																																					
2	Begin work	0 days	Mon 8/2/04	Mon 8/2/04	[Milestone diamond at 8/2/04]																																					
3	Preliminary Engineering	110 days	Thu 7/8/04	Wed 12/8/04	[Gantt bar from 7/8/04 to 12/8/04]																																					
4	Base Mapping	50 days	Thu 7/8/04	Wed 9/15/04	[Gantt bar from 7/8/04 to 9/15/04]																																					
5	<i>obtain rights of entry</i>	4 wks	Thu 7/8/04	Wed 8/4/04	[Gantt bar from 7/8/04 to 8/4/04]																																					
6	<i>Detailed control and R/W surveys</i>	4 wks	Thu 7/8/04	Wed 8/4/04	[Gantt bar from 7/8/04 to 8/4/04]																																					
7	<i>Photogrammetry</i>	4 wks	Thu 8/5/04	Wed 9/1/04	[Gantt bar from 8/5/04 to 9/1/04]																																					
8	Utility mapping	4 wks	Thu 8/19/04	Wed 9/15/04	[Gantt bar from 8/19/04 to 9/15/04]																																					
9	RR Xing Alternatives analysis	25 days	Thu 8/5/04	Wed 9/8/04	[Gantt bar from 8/5/04 to 9/8/04]																																					
10	<i>UPRR crossing alternatives</i>	2 wks	Thu 8/5/04	Wed 8/18/04	[Gantt bar from 8/5/04 to 8/18/04]																																					
11	<i>Phased implementation options</i>	2 wks	Thu 8/19/04	Wed 9/1/04	[Gantt bar from 8/19/04 to 9/1/04]																																					
12	Meet w/ UPRR	0 days	Wed 9/1/04	Wed 9/1/04	[Milestone diamond at 9/1/04]																																					
13	<i>Tech memo</i>	1 wk	Thu 9/2/04	Wed 9/8/04	[Gantt bar from 9/2/04 to 9/8/04]																																					
14	Direction for final design	0 days	Wed 9/8/04	Wed 9/8/04	[Milestone diamond at 9/8/04]																																					
15	Corridor alternatives	35 days	Thu 8/5/04	Wed 9/22/04	[Gantt bar from 8/5/04 to 9/22/04]																																					
16	<i>constraints analysis</i>	3 wks	Thu 8/5/04	Wed 8/25/04	[Gantt bar from 8/5/04 to 8/25/04]																																					
17	<i>Preliminary alignments</i>	2 wks	Thu 8/26/04	Wed 9/8/04	[Gantt bar from 8/26/04 to 9/8/04]																																					
18	<i>Phased implementation options</i>	2 wks	Thu 9/9/04	Wed 9/22/04	[Gantt bar from 9/9/04 to 9/22/04]																																					
19	Recommended improvements	0 days	Wed 9/22/04	Wed 9/22/04	[Milestone diamond at 9/22/04]																																					
20	Right of way requirements	2 wks	Thu 9/23/04	Wed 10/6/04	[Gantt bar from 9/23/04 to 10/6/04]																																					
21	Roadway drainage report	3 wks	Thu 9/23/04	Wed 10/13/04	[Gantt bar from 9/23/04 to 10/13/04]																																					
22	<i>Landscape concept report</i>	4 wks	Thu 9/23/04	Wed 10/20/04	[Gantt bar from 9/23/04 to 10/20/04]																																					
23	Traffic analysis report	90 days	Mon 8/2/04	Fri 12/3/04	[Gantt bar from 8/2/04 to 12/3/04]																																					
24	Data collection	3 wks	Mon 8/2/04	Fri 8/20/04	[Gantt bar from 8/2/04 to 8/20/04]																																					
25	Existing conditions analysis	3 wks	Mon 8/23/04	Fri 9/10/04	[Gantt bar from 8/23/04 to 9/10/04]																																					

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	













City of Elk Grove

*Universal Field Services, Inc.*

Re: Appraisal – Grant Line Road Widening Project



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**EXHIBIT A-2**

**SCHEDULE OF PERFORMANCE**

# Exhibit A-2

## Grant Line Road Widening Grade Separated (Overhead) RxR Crossing

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	<b>Widening Design</b>	531 days	Thu 7/8/04	Thu 7/20/06	[Gantt bar from 7/8/04 to 7/20/06]																																				
2	<b>Begin work</b>	0 days	Wed 8/18/04	Wed 8/18/04	8/18																																				
3	<b>Preliminary Engineering</b>	119 days	Thu 7/8/04	Tue 12/21/04	[Gantt bar from 7/8/04 to 12/21/04]																																				
4	<b>Base Mapping</b>	50 days	Thu 7/8/04	Wed 9/15/04	[Gantt bar 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 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 from 7/8/04 to 8/4/04]																																				
7	Photogrammetry	4 wks	Thu 8/5/04	Wed 9/1/04	[Gantt bar from 8/5/04 to 9/1/04]																																				
8	Utility mapping	4 wks	Thu 8/19/04	Wed 9/15/04	[Gantt bar from 8/19/04 to 9/15/04]																																				
9	<b>RR Xing Alternatives analysis</b>	25 days	Wed 8/18/04	Tue 9/21/04	[Gantt bar 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 from 8/18/04 to 8/31/04]																																				
11	<i>Phased implementation options</i>	2 wks	Wed 9/1/04	Tue 9/14/04	[Gantt bar from 9/1/04 to 9/14/04]																																				
12	<b>Meet w/ UPRR</b>	0 days	Tue 9/14/04	Tue 9/14/04	9/14																																				
13	<i>Tech memo</i>	1 wk	Wed 9/15/04	Tue 9/21/04	[Gantt bar from 9/15/04 to 9/21/04]																																				
14	Direction for final design	0 days	Tue 9/21/04	Tue 9/21/04	9/21																																				
15	<b>Corridor alternatives</b>	35 days	Wed 8/18/04	Tue 10/5/04	[Gantt bar 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 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 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 from 9/22/04 to 10/5/04]																																				
19	<b>Recommended improvements</b>	0 days	Tue 10/5/04	Tue 10/5/04	10/5																																				
20	Right of way requirements	2 wks	Wed 10/6/04	Tue 10/19/04	[Gantt bar from 10/6/04 to 10/19/04]																																				
21	Roadway drainage report	3 wks	Wed 10/6/04	Tue 10/26/04	[Gantt bar 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 from 10/6/04 to 11/2/04]																																				
23	<b>Traffic analysis report</b>	90 days	Wed 8/18/04	Tue 12/21/04	[Gantt bar from 8/18/04 to 12/21/04]																																				
24	Data collection	3 wks	Wed 8/18/04	Tue 9/7/04	[Gantt bar from 8/18/04 to 9/7/04]																																				
25	Existing conditions analysis	3 wks	Wed 9/8/04	Tue 9/28/04	[Gantt bar from 9/8/04 to 9/28/04]																																				
26	Travel demand forecasts	4 wks	Wed 9/29/04	Tue 10/26/04	[Gantt bar from 9/29/04 to 10/26/04]																																				
27	Impact analysis	4 wks	Wed 10/27/04	Tue 11/23/04	[Gantt bar from 10/27/04 to 11/23/04]																																				
28	Documentation	4 wks	Wed 11/24/04	Tue 12/21/04	[Gantt bar 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

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
113	<b>70% Review Submittal</b>	<b>90 days</b>	<b>Wed 11/3/04</b>	<b>Tue 3/8/05</b>																																					
114	<i>Prepare roadway plans</i>	6 wks	Wed 11/3/04	Tue 12/14/04																																					
115	<i>Signal plans</i>	6 wks	Wed 12/1/04	Tue 1/11/05																																					
116	<i>Quantity takeoff/cost estimates</i>	2 wks	Wed 1/12/05	Tue 1/25/05																																					
117	<i>Special provisions</i>	2 wks	Wed 1/26/05	Tue 2/8/05																																					
118	<i>City Review</i>	4 wks	Wed 2/9/05	Tue 3/8/05																																					
119	<b>100% PS&amp;E Submittal</b>	<b>80 days</b>	<b>Wed 3/9/05</b>	<b>Tue 6/28/05</b>																																					
120	Roadway plan update	8 wks	Wed 3/9/05	Tue 5/3/05																																					
121	Quantity takeoffs/cross sections	2 wks	Wed 5/4/05	Tue 5/17/05																																					
122	special provisions	2 wks	Wed 5/18/05	Tue 5/31/05																																					
123	City review	4 wks	Wed 6/1/05	Tue 6/28/05																																					
124	<b>"Final" PS&amp;E Submittal</b>	<b>60 days</b>	<b>Wed 6/29/05</b>	<b>Tue 9/20/05</b>																																					
125	Roadway plan update	4 wks	Wed 6/29/05	Tue 7/26/05																																					
126	Quantity takeoffs/cross sections	1 wk	Wed 7/27/05	Tue 8/2/05																																					
127	special provisions	1 wk	Wed 8/3/05	Tue 8/9/05																																					
128	City review	3 wks	Wed 8/10/05	Tue 8/30/05																																					
129	Plan/spec. update	2 wks	Wed 8/31/05	Tue 9/13/05																																					
130	"Final" review (sign plans)	1 wk	Wed 9/14/05	Tue 9/20/05																																					
131	<b>Construction Advertising</b>	<b>67 days</b>	<b>Wed 4/19/06</b>	<b>Thu 7/20/06</b>																																					
132	Council staff report	2 wks	Wed 4/19/06	Tue 5/2/06																																					
133	<b>Council approval to advertise</b>	<b>0 days</b>	<b>Tue 5/2/06</b>	<b>Tue 5/2/06</b>																																					
134	Advertise project	8 wks	Wed 5/3/06	Tue 6/27/06																																					
135	<b>Bid opening</b>	<b>0 days</b>	<b>Thu 7/20/06</b>	<b>Thu 7/20/06</b>																																					
136	<b>Project Construction</b>	<b>260 days</b>	<b>Thu 8/17/06</b>	<b>Thu 8/16/07</b>																																					
137	<b>Begin construction</b>	<b>0 days</b>	<b>Thu 8/17/06</b>	<b>Thu 8/17/06</b>																																					
138	<i>Mobilization</i>	2 wks	Fri 8/18/06	Thu 8/31/06																																					
139	<b>Begin rough grading</b>	<b>75 days</b>	<b>Fri 9/1/06</b>	<b>Thu 12/14/06</b>																																					
140	<i>Clear and Grub</i>	2 wks	Fri 9/1/06	Thu 9/14/06																																					

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	





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**EXHIBIT B**

**Compensation and Method of Payment**

**Grant Line Widening**

Corporate Oversight	\$105./hour
Project Manager	\$ 90./hour
Acquisition/Relocation Specialists	\$ 85./hour
Title Reports (Subconsultant) @ \$450.00 each	\$ 19,800.00
Appraisal (Subconsultant) @ \$1,500./parcel	\$ 66,000.00
Appraisal Review (Subconsultant) 176 hrs./\$125.hour	\$ 22,000.00
Acquisition Services/Closings/Condemnation Support 1760 hours @ 85./hour	\$149,600.00
Subcontractor Mark-up (5 %)	\$ 5,390.00
Other indirect Costs: (Mileage @ \$0.375 or current IRS rate at the time the mileage is incurred; notary; copying; long distance telephone and miscellaneous related costs) – at cost	<u>\$ 3,500.00</u>
<b>Total Estimated Cost (Not to Exceed)</b>	<b>\$266,290.00</b>

Note: Assumes 44 parcels and no relocations.

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



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

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

<b>Name &amp; Address of Subcontractor</b>	<b>Services Provided by Subcontractor</b>
Sierra West Valuation 629 Sutter Street, Second Floor Folsom, CA 95630 916-985-7790	Appraisal Services
Pattison & Associates, Inc. 1435 Alhambra Boulevard, Suite 201 City, CA zip code 916-457-1840	Appraisal Services
KR McBay & Company 5425 Fort Sutter Way Sacramento, CA 95841 916-344-2819	Appraisal Services
Bill Pasich 2825 Spyglass Ridge Road Santa Barbara, CA 93105 805-697-7100	Goodwill



<p>Valuation Associates 270 Redwood Shores Parkway PMB 43 Redwood Shores, CA 94065 650-591-1562</p>	<p>Fixtures and Equipment</p>
<p>Alliance Title Regional Commercial Center 2250 Douglas Boulevard, Suite 220 Roseville, CA 95661 916-780-8780</p>	<p>Title Reports</p>

**CERTIFICATION**  
**ELK GROVE CITY COUNCIL RESOLUTION NO. 2004-220**

**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 1<sup>st</sup> day of September 2004 by the following vote:***

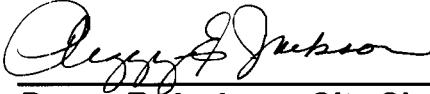
**AYES 3:        COUNCILMEMBERS: Soares, Cooper, Leary**

**NOES 0:       COUNCILMEMBERS:**

**ABSTAIN 0: COUNCILMEMBERS:**

**ABSENT 2: COUNCILMEMBERS: Scherman, Briggs**



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