

RESOLUTION NO. 2004-304

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING AN AMENDED CONTRACT WITH CARTER BURGESS FOR
PROFESSIONAL CONSULTING SERVICES FOR THE OLD TOWN ELK GROVE
IMPROVEMENT PROJECT**

WHEREAS, the City of Elk Grove requires additional services to be provided for the Old Town Elk Grove Improvement Project, including completing additional appraisals involving the addition of permanent easements, and temporary construction easements; providing assistance to City staff in the eminent domain process for a number of properties; and completing the engineering and field surveys for the Grove Street bike study; and

WHEREAS, Carter Burgess has been involved in the Conceptual Master Plan as well as the design of the Old Town Elk Grove Improvement Project and is very knowledgeable of all the project constraints and issues and is therefore best qualified to provide the additional required services in a timely and cost-effective manner; and

WHEREAS, Carter Burgess has previously executed a contract with the City to provide professional consulting services for the Project for an amount not to exceed \$877,479 and agrees to perform the required additional work for an amount not to exceed \$171,826.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorize the City Manager or his designee to execute an amended contract with Carter Burgess for professional consulting services for the Old Town Elk Grove Improvement Project in an amount not to exceed, \$1,049,305.

PASSED AND ADOPTED by the City Council of the City of Elk Grove on this 15th day of December 2004.



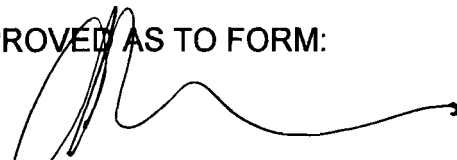
SOPHIA SCHERMAN, MAYOR of the
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:



PEGGY E. JACKSON, CITY CLERK



ANTHONY B. MANZANETTI,
CITY ATTORNEY

CITY OF ELK GROVE



CONTRACT FOR

CARTER & BURGESS, INC. - CONSULTANT

Elk Grove Boulevard Old Town Improvement Project



CONTRACT FOR
CARTER & BURGESS, INC. - CONSULTANT

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

1. SCOPE, TERM AND STANDARDS:

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

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



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

C. NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING.

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

D. TERM

Except as provided in Sections 6 and 19, below, this Contract shall terminate no later than June 30, 2006.

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 providing professional engineering services for improvements to enhance the Old Town area of Elk Grove.

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.

4. COMPENSATION:

A. TERMS. Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Total compensation to Consultant shall not exceed \$1,049,305.00 without the advance written consent of City.

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



5. SUPERVISION, LABOR AGREEMENTS AND PERSONNEL:

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

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

C. PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.

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

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

6. TERMINATION:

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

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

7. CHANGES:

The City or Consultant may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by both



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

8. PROPERTY OF CITY:

A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY.

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

B. CONSULTANT TO DELIVER CITY PROPERTY.

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

9. CONFLICTS OF INTEREST

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

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



10. CONFIDENTIAL INFORMATION

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

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

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

11. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES

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

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



12. COMPLIANCE WITH LOCAL LAW:

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

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

13. REPRESENTATION:

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

14. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City Manager. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

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, contractors and subcontractors of the Consultant may maintain in full force during the term of this Contract, professional liability insurance coverage not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000)



annual aggregate, provided the Consultant and the Consultant's insurance carrier both provide to the City a written statement to the effect that "There are no known claims, reserves, or circumstances that might impair the annual aggregate amount of Consultant's Professional Liability policy." If any professional liability policy is written on a "claims made" basis, such policy, and any succeeding policy must be specifically endorsed to show that "prior acts" occurring at anytime after the inception date of this Contract will be covered. Upon termination of the Contract with the City, the same professional liability insurance requirements will apply for a three (3) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.

21. RECORDS.

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

22. MISCELLANEOUS PROVISIONS:

A. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT.

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

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

City of Elk Grove
Carter & Burgess, Inc.
Re: Old Town Improvement Project



Consultant Carter & Burgess, Inc.
Carl Sloan
2033 Howe Avenue, Suite 220
Sacramento, CA 95825-0181

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: Anthony W. Loyd
Anthony W. Loyd, Senior Vice President

Approved as to form:

CITY OF ELK GROVE

By: _____
Anthony B. Manzanetti, City Attorney

By: _____
John Danielson, City Manager

City of Elk Grove
Carter & Burgess, Inc.
Re: Old Town Improvement Project



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


Anthony W. Loyd, Senior Vice President



EXHIBIT A

Scope of Work

The focus of this project is the rejuvenation and beautification of a portion of the Elk Grove Boulevard corridor. The project focuses on the Historic Old Town area of Elk Grove. It extends along Elk Grove Boulevard approximately from Walnut Avenue to School Street. The project also includes off-street parking areas near the Elk Grove Boulevard and Union Pacific Railroad at grade crossing, and re-striping of Elk Grove Boulevard between Elk Grove-Florin Road and Walnut Street and between School Street and Waterman Road, provided adequate pavement width exists for three lanes (eastbound, westbound, and center turn lane). The purpose of the improvements is to enhance the old town area in an effort to encourage continued and growing business and community interest in the area.

This project, when completed, will meet the accessibility and usability requirements of the Americans with Disabilities Act (ADA) and California Title 24 design criteria and any local accessibility regulations, except where demonstrated that it is impractical to meet such requirements due to Historical Preservation considerations.

Phase 1 – Union Pacific Railroad (UPRR) Crossing Median Improvements (Tasks 1-8)

The purpose of separating the median improvements that occur at the railroad crossing from the improvements required for the remainder of the corridor is to design and construct the median improvements concurrent with the installation of railroad warning devices by the UPRR in November and December 2003. These median improvements are required by the California Public Utilities Commission (PUC) and must be constructed when the railroad warning devices are installed. Most likely, the median improvements will consist of a glued and doweled curb installed on the existing pavement structural section.

TASK 1 - PROJECT MANAGEMENT

Task 1.1 - Project Initiation Meeting

Carter & Burgess will coordinate with the City to attend a Project Initiation Meeting. The purpose of this meeting is to bring together all of the parties with interests in the project in order to open lines of communication and develop working relationships.

Task 1.2 - Meeting Agendas and Minutes

Carter & Burgess will prepare the meeting agendas in consultation with the City project manager, distribute the agenda prior to the meeting, arrange for appropriate participants to attend, and distribute meeting notes to the participants.

Task 1.3 - Unscheduled Meetings

Meetings other than those specifically noted within a task will be considered unscheduled meetings. Each meeting will be followed by meeting minutes detailing the parties in attendance, topics discussed and direction/resolution. For budgeting purposes one (1) unscheduled coordination meeting has been included.

Task 1.3.1 – Coordination with the PUC

Meet with the PUC and develop necessary exhibits in order to resolve issues associated with temporary and permanent medians in front of the Mercantile Building parking lot and access to the parking lot.



Task 1.4 – Project Schedule

A project schedule will be developed that shows all significant milestones and their delivery dates. Milestones will include all necessary railroad and California PUC review periods of the Plans, Specifications, and Estimates for the 90% and final contract documents. This schedule will be reviewed monthly and updated when any changes occur.

Deliverables:	Meeting Agendas
	Meeting Minutes
	Project Schedule/Updates
	Necessary exhibits for PUC

TASK 2 - RAILROAD CROSSING MEDIAN PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

Task 2.1 - 90% Plans, Specifications and Estimate

This project must be constructed in November and December of 2003 when the UPRR construction forces will install the warning devices. For this reason, the number of submittals to the City and the railroad should be limited in order to keep the project moving forward as quickly as possible. As a result, Carter & Burgess' first submittal will be at the 90% design level. These plans are intended to be substantially complete and include the following:

- **Title Sheet** – This sheet will show the basic project information such as approving signatures, location maps, benchmarks etc.
- **General Notes and Detail Sheet** – General construction notes and details will be shown on this sheet.
- **Layout Sheet** – This sheet will lay out the construction line for the project and mathematically describe the median to be installed.
- **Grading Sheet** – This sheet will detail the grading of the median and the area around the median. It will also show pavement transitions.
- **Utility Plan** – The utility plan will show existing utilities based on as-built information provided by the County and the utility companies in the area.
- **Pavement Delineation and Signage Plan** – This sheet will address the relocation of existing signs as well as the placement of new signs. This sheet will also address striping changes that will be needed to transition from the undivided roadway to the divided roadway with a raised median.
- **Draft Specifications** – Draft Special Provisions will be prepared using the 2002 State Standard Specifications and Special Provisions as provided by Caltrans. Section 10 (technical specifications only) will be prepared by the consultant team. The remaining contract sections and boilerplate are to be provided by the City. Carter & Burgess will provide boilerplate specification sections relevant to federally funded projects. The City will provide an example set of construction specifications (in electronic form) from a similar project for the consultant's reference. The special provisions will be provided to the City in Microsoft Word 2000 format.
- **Opinion of Probable Cost** – A cost estimate will be produced that will include the cost of the new median work, associated paving adjacent to the median and the traffic signal improvements.

Task 2.2 - Final Plans, Specifications and Estimate

Comments received on the 90% PS&E submittal will be incorporated into the Final PS&E. At this point, the specifications will be finalized and the bid quantity sheet finalized. Other agency signatures will be obtained if required. The Final PS&E will then be resubmitted on mylar to the City for signatures. One original full



sized mylar drawing set will then be provided to the City. Carter & Burgess, Inc will also provide a complete set of electronic drawings (*.dwg) files to the City on CD ROM.

Deliverables: 90% Plans, Specifications and Estimate (10 sets of 11"x17" Plans, 10 sets of draft special provisions, and 10 sets of cost estimate)
Final Plans, Specifications and Estimate (10 sets of 11"x17" Plans, 10 sets of final special provisions, 10 sets of cost estimate, one (1) CD ROM with final Plans, and one (1) full size milar of final Plans)

TASK 3 - RAILROAD COORDINATION

Task 3.1 – Railroad Coordination

This task will include the effort required to coordinate the proposed Elk Grove Boulevard improvements with the Union Pacific Railroad and Public Utilities Commission (PUC). Coordination efforts will be geared towards determining the railroad's requirements for the design of the at grade railroad crossing on Elk Grove Boulevard. It will be the responsibility of the Elk Grove Water Service or their assigned agent to negotiate any crossing of the RR tracks with water mains or other utilities not explicitly a part of this work plan. To coordinate effectively with the railroad, Carter & Burgess will perform the following as part of this task:

- Submit plans to Union Pacific when each of the 90% and Final PS&E submittals are made to the City.
- Coordinate and attend one (1) meeting with Union Pacific Railroad.
- It is assumed that the Contractor will obtain an encroachment permit from Union Pacific and the City for work within their respective rights of way.

Deliverables: Railroad Encroachment Permit Requirements Documentation

TASK 4 - PUBLIC RELATIONS

Task 4.1 – Public Relations

For purposes of this work plan, 20 hours of engineering time have been included for developing any exhibits and attendance at workshops during Phase 1 of the project work. The public relations program for the project will be lead by Lucy & Company with participation by Carter & Burgess as well as the City of Elk Grove.

TASK 5 - CONSTRUCTION STAKING

5.1 Curb Stakes

Provide one set of construction stakes with a double offset to the face of curb. Offsets will be determined by the Contractor at the time of the initial survey request.

Deliverables: Initial construction stakes with double offset to curb faces
by the survey crew (one field visit).

TASK 6 - UTILITY COORDINATION

Carter & Burgess will provide a proactive approach to utility coordination to ensure that, to the degree that is within the control of Carter & Burgess, Inc., no delays occur due to utility company review. If at any point, Carter & Burgess, Inc. becomes aware of any time issue that would produce a significant delay in the project due to a utility company or agency activity, Carter & Burgess, Inc. shall inform the City immediately and arrange for



a meeting with the utility company or agency, the City and Carter & Burgess, Inc. to resolve the issue. During this phase of the project, Carter & Burgess, Inc. will submit "B" and "C" plans to all utility companies or agencies whose utilities are within the limits of the Phase 1 project work. Carter & Burgess will prepare the transmittal letters for City approval and signature prior to sending plans to the utility companies. The utility companies will be responsible for preparing relocation plans for their facilities. Carter & Burgess will show the locations of the relocated facilities on the plans. Due to the fast track nature of Phase 1 Improvements, a timely review of plan submittals by the utility companies and incorporation of all comments into the construction contract documents may not always be possible. As a result, in the Order of Work section of the Special Provisions, the Contractor will be required to coordinate with the utility companies prior to construction. Any changes to the plans that result from late discovery of utility issues will be addressed as addendums to the bid documents. The following is a description of these submittals:

Tasks 6.2 – "B" Plans

"B" Plans will be sent out when the final horizontal alignment, the depth of the final structural section, and the vertical alignment are shown on the plans along with the proposed and existing utilities. "B" Plans are defined as plans that are 90 percent complete. Carter & Burgess will identify potential conflicts with utility facilities on the "B" Plans and perform the necessary coordination to resolve the conflicts.

Task 6.3 – "C" Plans

"C" Plans are defined as final approved plans that are used for bidding purposes. Carter & Burgess will forward these plans to the utility companies or agencies and outline, in writing, any changes made since releasing "B" Plans. Carter & Burgess will contact the utility companies whose facilities are in conflict with the proposed work and ascertain when any necessary relocation work will be completed.

Task 6.4 - Utility Coordination Meetings

Carter & Burgess will coordinate and attend one utility coordination meeting. This meeting will occur after the "B" plans have been sent out. The purpose of this meeting will be to open the lines of communication between all of the interested parties including the City and to coordinate the relocation of impacted utilities. Meeting minutes will be produced to summarize the discussions that occurred during the meeting.

Deliverables:	"B" Plans
	"C" Plans
	Utility Coordination Meeting Minutes

TASK 7 - QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Task 7.1 - PS&E QA/AC

Prior to the submission of each PS&E package to the City, Carter & Burgess will perform an internal QA/QC review of the contract documents. Two internal reviews will be performed, one at each of the 90% and Final PS&E submittals. The review will be performed on the following two levels:

- i) PS&E checklists will be reviewed at the Project Engineer and Project Manager level within Carter & Burgess to check that the project design issues and details have been addressed.
- ii) A Senior Engineer within Carter & Burgess will review the contract documents subsequent to the review described above. The purpose of this review is to ensure that the contract documents meet the quality standards of Carter & Burgess.



TASK 8 - BIDDING SERVICES

The City will advertise, award and perform the construction administration for this project. Carter & Burgess will be available to assist the City during this process as described below.

Task 8.1 - Bidding Assistance

Bidding assistance will consist of answering bidders' questions, and providing addendums to refine or clarify the design for the project. Carter & Burgess will also attend the pre-bid and pre-construction meetings. For budgeting purposes six (6) or less questions will be addressed and one (1) addendum issued. The City will insert Carter & Burgess text and format the addendum, manage the bid holder's list and administer the bid in general.

Deliverables:	Pre-bid meeting
	Responses to Bidders Questions
	Pre-construction meeting
	Contract addendums
	Plan Revisions

PHASE 2 - BIKE ROUTE AND CROSSING ALTERNATIVE STUDY (TASKS 9-15)

The purpose of this study is to determine the correct approach to incorporate a bike route into the Elk Grove Boulevard corridor. Currently, the Conceptual Master Plan shows a bike route along Elk Grove Boulevard from Elk Grove-Florin Road to Gage Street, then heading south on Gage Street to Grove Street, then heading east on Grove Street, crossing the Union Pacific Railroad tracks, to Kent Street, then heading north on Kent Street to Elk Grove Boulevard, then heading east on Elk Grove Boulevard to Waterman Road. One bridge option and one tunnel option for crossing the Union Pacific Railroad tracks at Grove Street will be evaluated along with three bike route alternatives. The study report will summarize findings and provide a cost analysis and exhibits of the options.

TASK 9 - PROJECT MANAGEMENT

Task 9.1 - Project Initiation Meeting

Carter & Burgess will coordinate with the City to attend a Project Initiation Meeting. The purpose of this meeting is to bring together all of the parties with interests in the project in order to open lines of communication and develop working relationships.

Task 9.2 - Project Schedule

Carter & Burgess will prepare and update a Project Schedule for Phase 2 of the project work on a monthly basis. The schedule will show each activity, when that activity will begin, how long it will continue, and identify activities that are inter-dependent. The schedule will clearly differentiate between those functions carried out by Carter & Burgess, the City and other involved parties. The Project Schedule will be updated every month and included with the Monthly Progress Report and Invoice.

Task 9.3 - Coordination Meetings

Coordination and status meeting will be held every other month to review project status and budget, to obtain required City input, make decisions, and discuss issues that have the potential of affecting the project budget or schedule. These meetings will be held at the City of Elk Grove offices. For budgeting purposes two (2) coordination meetings have been included.



Task 9.4 - Meeting Agendas and Minutes

Carter & Burgess will prepare the meeting agendas in consultation with the City project manager, distribute the agenda prior to the meeting, arrange for appropriate participants to attend, and distribute meeting notes to the participants. For budgetary purposes, agendas and minutes for three meetings have been included.

Task 9.5 - Unscheduled Meetings

Meetings other than those specifically noted within a task will be considered unscheduled meetings. Each meeting will be followed by meeting minutes detailing the parties in attendance, topics discussed and direction/resolution. For budgeting purposes one (1) unscheduled coordination meeting has been included.

Deliverables: Meeting Agendas
Meeting Minutes
Project Schedule/Updates

TASK 10 - DATA COLLECTION AND ANALYSIS

In order to understand the proposed bike route in the context of the community of Elk Grove, Carter & Burgess will review current planning documents and bike route studies provided by the City. Carter & Burgess will also gather information on different structure types for the railroad crossing at Grove Street as well as research similar projects constructed in California. The following is a list of some of the data collection that will occur:

Task 10.1 – Review General Plan

Review the current draft of the General Plan Update to identify policy issues that influence the routing of bicycles through the Old Town Area and in particular Elk Grove Boulevard.

Task 10.2 – Review the Special Planning Area

Review the Special Planning Area (SPA) zoning document to identify policy issues that influence the routing of bicycles through the Old Town Area and in particular Elk Grove Boulevard.

Task 10.3 – Review the Bicycle and Pedestrian Master Plan

Review the current draft of the Bicycle and Pedestrian Master Plan document to identify policy issues that influence the routing of bicycles through the Old Town Area and in particular Elk Grove Boulevard.

Task 10.4 – Collect Information

Collect information on up to two bridge alternatives and one tunnel alternative that may apply to the grade separation study.

Task 10.5 - Research Crossings

Research crossings throughout Northern California that have similar design and circulation issues. This will include a study of surrounding communities and the solutions they have implemented.

TASK 11 - RAILROAD COORDINATION

Task 11.1 - Coordination

This task will include discussions with Union Pacific Railroad regarding clearance and permitting issues for crossing the railroad tracks at Grove Street. The clearance information gathered will be used to determine the general geometric limits of the structures that will be required for the grade separation. Discussions will include viability of the proposed at-grade crossing option called for in the Conceptual Master Plan. This task will include



one meeting with a Union Pacific Railroad representative. It will also include correspondence and coordination with the railroad.

TASK 12 - PRELIMINARY ALTERNATIVE ANALYSIS

Task 12.1 – Analysis of Bike Route Alternatives and Grade Separation Options

Once the necessary information has been collected, it will be evaluated and a Preliminary Alternative Analysis report will be prepared. This document will focus on evaluation of three bike route alternative designs between Elk Grove-Florin Road/Elk Grove Boulevard and Waterman Road/Elk Grove Boulevard and two grade separation options at Grove Street. Carter & Burgess will prepare an evaluation matrix that presents benefits and impacts of each of the alternative designs and crossing options. The three bike route alternative designs are: a) Class 2 bike lane with full roadway and sidewalk improvements. b) Class 2 bike lane with “in kind” replacement of existing improvements. c) Class 3 bike route. The two UPRR grade separation options are: d) bridge crossing. e) tunnel crossing.

Task 12.2 - Opinion of Probable Cost

Carter & Burgess will prepare cost estimates, one for each of the grade separation options as well as the bike route alternatives. The costs will be based on rule of thumb cost estimating techniques and historical data. Detailed structural cost analysis will not be provided. The purpose of the cost estimates is to give the City a means to compare the financial differences between the grade separation options and bike route(s).

Task 12.3 - Grade Separation Exhibits

Carter & Burgess will prepare two exhibits showing the plan and profile view and typical cross sections of the grade separation options. These exhibits will be schematic in nature and will not show detailed architectural or structural elements.

Task 12.4 – Bike Route Alternative Exhibits

Carter & Burgess will prepare exhibits showing the plan and typical cross sections for each of the bike route improvement alternatives. These exhibits will be schematic in nature. The exhibits will show limits of proposed bike route improvements and any impacts to existing infrastructure and encroachments to existing right of way.

Task 12.5 – Design Survey

Task 12.5.1 – Verify Existing Right of Way

Carter & Burgess will verify existing right of way for Gage Street, Grove Street, Kent Street, adjoining streets, and UPRR crossing. Research shall be performed to locate recorded and unrecorded survey information in order to verify the existing right of way. A field reconnaissance map will be prepared showing the established right of way.

Task 12.5.2 – Field Control Survey

Carter & Burgess will perform a field control survey. Survey control and flight panels will be established, monuments and other items shall be tied, and a level loop will be run to establish elevations on control points along the project. Monuments and other information collected in the field shall be analyzed and compared to record information. The roadway centerlines and rights of way shall be determined from this information.

Task 12.5.3 – Right of Way Base Map

Carter & Burgess will prepare a right of way base map for Gage Street, Grove Street, Kent Street, adjoining streets, and UPRR crossing. The City of Elk Grove will provide title reports to Carter & Burgess. The title reports shall be reviewed for right-of-way widths and easements and where additional right of way will need to be obtained. Only easements adjacent to project streets shall be noted on the base map. Other easements at the rear of the lots shall not be shown. The determination of boundaries for individual lots is not a part of this scope.



Task 12.5.4 – Aerial Photograph and Topography

Carter & Burgess will provide aerial topography and photograph for Gage Street, Grove Street, Kent Street, adjoining streets, and UPRR crossing. Flight control panels and elevations will be established with task 12.5.2.

Deliverables: Preliminary Alternative Analysis Report

TASK 13 - COMMUNITY MEETING

Task 13.1 - Meeting Graphics

Carter & Burgess will prepare exhibits showing the three proposed bike route alternatives and the two railroad crossing options. At this point, it is anticipated that these graphics will consist of an overall exhibit depicting the bike route in general, as well as the plan and profile exhibits discussed in Tasks 12.3 and 12.4. Multiple copies will be brought to the meeting.

Task 13.2 - Community Meeting

Essential to the analysis of the proposed bike route alternatives and railroad crossing options is the community's input. Carter & Burgess will participate in one (1) community meeting and present to the community the information gathered thus far.

Deliverables: Meeting Graphics

TASK 14 - DRAFT BIKE ROUTE AND CROSSING ALTERNATIVE STUDY

Task 14.1 - Revise Preliminary Alternative Analysis Based on Community and City Input

The community meeting will generate discussion that Carter & Burgess will use to further refine the alternative analysis. The study document will include a summary of the data collected to this point, the preliminary alternative analysis and the results of the community meeting. This information will be compiled in one document that will include recommendations based on the findings and analysis thus far. The document will be submitted to the City for review.

Deliverables: Four (4) copies of the Draft Bike Route and Crossing Alternatives Study

TASK 15 - FINAL BIKE ROUTE AND CROSSING ALTERNATIVE STUDY

Task 15.1 - Revise Draft Bike Route and Crossing Alternative Study

After the City has reviewed the Draft Bike Route and Crossing Alternative Study, Carter & Burgess will incorporate their comments into the final document.

Deliverables: Four (4) copies of the Final Bike Route and Crossing Alternatives Study

PHASE 3 – ELK GROVE BOULEVARD IMPROVEMENTS (TASKS 16 - 25)

The following subconsultants will be assisting Carter & Burgess as part of Phase 3 of this project:

- i) Frisch Engineering – Street Lighting
- ii) VE Solutions – Structural
- iii) Dunlevy Studios – Monument Signage



TASK 16 - PROJECT MANAGEMENT

Task 16.1 - Project Initiation Meeting

Carter & Burgess will coordinate with the City to attend one (1) Project Initiation Meeting. The purpose of this meeting is to bring together all of the parties with interests in the project in order to open lines of communication and develop working relationships.

Task 16.2 - Project Schedule

Carter & Burgess will prepare and update a Project Schedule for Phase 3 project work on a monthly basis. The schedule will show each activity, when that activity will begin, how long it will continue, and identify activities that are independent. The schedule will clearly differentiate between those functions carried out by Carter & Burgess, the City and other involved parties.

Task 16.3 - Monthly Coordination Meetings

Coordination and status meetings will be held on a monthly basis to review project status and budget, to obtain required City input, make decisions, and discuss issues that have the potential of affecting the project budget or schedule. Carter & Burgess will attend twelve (12) monthly meetings held at the City of Elk Grove offices or the Carter & Burgess offices, whichever is most convenient for the City.

Task 16.4 - Meeting Agendas and Minutes

Carter & Burgess will prepare the meeting agendas in consultation with the City project manager, distribute the agenda prior to the meeting, arrange for appropriate participants to attend, and distribute meeting notes to the participants.

Task 16.5 - Monthly Progress Report

Carter & Burgess will prepare and submit monthly progress reports to the City. The monthly progress reports will include progress of work; status of utility coordination and relocation work; updated project schedule; information/decisions required to maintain schedule and complete deliverables; problems encountered that may affect schedule, budget, or work products; and anticipated work for the following month.

Task 16.6 - Unscheduled Meetings

Complicated projects such as this one often require meetings unanticipated by the project stakeholders. This task will include meetings that are not specifically scoped or anticipated in other parts of this document. Meeting minutes detailing the parties in attendance, topics discussed and action items required for issue resolution will follow each meeting. For budgeting purposes, four (4) unscheduled meetings are included. As a result of an additional PS&E submittal (100%), changes in the types of right-of-way acquisitions carried out, and several changes the School Street/Elk Grove Boulevard Signal a total of twelve (12) unscheduled meeting occurred.

Task 16.7 - PMC Coordination

Carter & Burgess will attend one meeting with PMC to coordinate R/W issues and to present the Draft Right of Way Impact Exhibit (see Task 17.5).

Task 16.8 - Permit Coordination

The following permits will be obtained as part of this task.

- i) RWQCD NOI – Carter & Burgess will prepare the Notice of Intent (NOI) for the project and submit it to the Regional Water Quality Control Board. Carter & Burgess will also prepare the Storm Water Pollution Prevention Plan (SWPPP), however, all permitting fees will be paid by the City.



- ii) City of Elk Grove Encroachment Permit – Carter & Burgess will fill out the paperwork provided by the City required to obtain an encroachment permit for the project. The City will pay or waive all fees associated with the permit.

Task 16.9 – Additional Efforts for Community Meeting #1

Carry out necessary coordination for expanded community meeting agenda to include additional exhibits and other materials associated with community meeting.

Deliverables:	Meeting Agendas
	Meeting Minutes
	NPDES NOI
	City of Elk Grove Encroachment Permit
	Exhibits for Community Meeting #1

TASK 17 – DATA COLLECTION AND DESIGN REFINEMENT

Task 17.1 - Data Collection

Existing utility data will be gathered from a number of different sources including City and County Records, topographically mapped surface utility features, and field investigations.

Task 17.2 - Hardscape Refinement

Carter & Burgess will prepare refined AutoCAD plans for the proposed improvements as shown on the approved Schematic Design Plans. These plans will reflect the roadway curb alignment and paving materials in enough detail to understand the ROW impacts and create a refined cost estimate to determine a construction strategy. Items include district monumentation, paving layout and design, curb geometrics, driveway locations, median locations, crossing portals, site furnishings, planter areas, tree grates, and light standards. Carter & Burgess will prepare refined details of hardscape elements and sample boards for the proposed hardscape materials.

Task 17.3 - Softscape Refinement

Carter & Burgess will prepare a preliminary landscape plan depicting the design of the planting solutions within the right-of-way. The plan will include a plant palette and photos of the proposed plants.

Task 17.4 - Schematic Opinion of Probable Cost

Carter & Burgess will prepare a cost estimate based on the schematic level exhibits produced as part of the Master Planning process and the hardscape and softscape refinements carried out in this phase of the project work.

Task 17.5 - Draft Right of Way Impact Exhibit

Using the Schematic Site Plan, the existing ROW data will be reviewed to determine the properties that will be impacted by the proposed roadway improvements. A right-of-way exhibit will be developed and include a list of properties will allow the environmental and acquisition efforts to begin. Revise exhibits to include public service and pedestrian easements, temporary construction easements, and the areas associated with these encumbrances for 34 parcels.



Task 17.6 - Property Owners Meeting

Carter & Burgess and the appropriate sub-consultants will attend one (1) meeting with property owners that have significant impacts to their property from the proposed streetscape project.

Task 17.7 - Old Town Merchants Association Presentation

Carter & Burgess and the appropriate sub-consultants will attend up to six (6) meetings with OTMA during the project work...

Task 17.8 - Design Development Submittal Booklets

Specific design elements such as street furnishings, light standards, signage, crosswalks, paving design, plant material and irrigation equipment will be reviewed, recommendations made and documented. This document package will include catalog cut sheets of these materials and photographic samples.

Task 17.9 - Design Development Opinion of Probable Cost

A preliminary opinion of probable cost will be prepared for all improvements within the ROW (excludes acquisitions) based upon the design development plans and materials selections.

Task 17.10 - Quality Control/Quality Assurance

Carter & Burgess will perform an internal check of the Design Development documents. Redlines generated during this check will be addressed as part of the 30% PS&E.

Task 17.11 - Planning Commission Presentation

Carter & Burgess will attend one meeting with the City Planning Commission

Task 17.12 - City Council Presentation

Carter & Burgess will attend one meeting with the City Council Commission

- Deliverables:**
- Hardscape Exhibits and Samples (4 copies)
 - Softscape Exhibits and Samples (4 copies)
 - Revised Right of Way Impact Exhibit (4 copies)
 - Design Development Submittal Booklets (4 copies)
 - Design Development Opinion of Probable Cost (4 copies)

TASK 18 - FIELD SURVEY

Task 18.1 - Additional Field Ties

Carter & Burgess will obtain additional topographic information as may be required during preparation of construction drawings along Elk Grove Boulevard. This additional topo will be incorporated into the existing base mapping. Four (4) field days have been allocated to this task.

Task 18.2 - Off-street Parking & Alleyway Topography

Carter & Burgess will obtain topographic information for the three areas as shown on the attached Alleys and Parking Exhibit (Figure 1). Cross sections will be taken on 50-foot stations. The limit of the topo will be to a point 5 feet back from the existing alley right-of-way (ROW), if accessible. Generally the cross sections will include the location and grade of the crown, grade breaks in the AC, lip, flowline, top face of curb, back of walk, and an



asphalt or dirt shots at a point 5 feet into the adjoining parcel. Within the alley and parking areas the location and grade of the following items will be located; fronts of buildings, building angle points, door entrances and floor elevations, curb returns, edge of pavement, substantial grade differentials, valley gutters, trees 4" with a diameter or larger, walks, signs, fences, concrete work, building columns, downspouts, cleanouts, valves, visible utilities, and other items as the party chief deems necessary. Sewer manholes and storm drain manholes and inlets will be surveyed. If accessible, the pipe flow line elevations will be determined and pipe size measured. The field crews will not, however, enter into sewer and storm drain manholes and therefore these pipe sizes will be estimated. As-built drawings will be referred to for the record pipe size. The approximate tree trunk diameter will be noted. An approximate drip line shall be shown based on the farthest branch. Grass areas, gardens, mow strips, sprinklers, irrigation items, etc, shall not be shown. This additional topo will be incorporated in the existing base map.

It is assumed that the existing private street storm drain system will accommodate the proposed parking lots. Offsite drainage studies and/or offsite storm drain design is not included. Any Storm Water Pollution Prevention Plans (SWPPP) and compliance of same is assumed to be provided by the Contractor.

Task 18.3 - Record of Survey

A record of survey map will be prepared and submitted to City of Elk Grove for checking and recordation. The record of survey will define the centerline of Elk Grove Boulevard from Elk Grove-Florin to Waterman Road as well as the centerlines of all side streets intersecting Elk Grove Boulevard within the span from Walnut to School Street. Additional field surveys will be required throughout the mapping process and to tie centerline monuments, monuments for parcels shown on recorded maps, and accessory information as needed. County of Sacramento field notes, record maps, and grant deeds may be used to determine street centerlines. The centerlines of intersecting side streets will also be shown to the next intersection away from Elk Grove Blvd. Individual lot line boundaries and deed parcels will not be determined or shown on the record of survey. A maximum of 10 monuments will be set at locations agreed upon by the City surveyor. The purpose of the Record of Survey is to define the centerlines of streets within the project. The record of survey will then be used as a basis for preparing the right of way conveyances. The City of Elk Grove will pay the checking fee and recording fee for the record of survey.

All preliminary title reports, vesting deeds, easements and other title information necessary to complete the project will be obtained from the title company by Carter & Burgess, and furnished to the City.

Develop a title of opinion on the UPRR property.

Task 18.4 - Legal Descriptions for Elk Grove Boulevard (EGB) Right of Way – 32 Parcels

A legal description and plat will be created for each of the 32 parcels along Elk Grove Boulevard where right of way is to be acquired. The descriptions will be prepared in a strip description format and will reference the centerline of Elk Grove Boulevard as established by the record of survey. Conveyances for the individual lots will be based on record dimensions. A separate description will be prepared for each parcel fronting the road. The width of the easement descriptions will be based on the design limits and City standards for this project. The approximate area and right of way description for each right of way take will be based on record dimensions. The preparation of the legal descriptions will not include a boundary survey for individual lots or existing right of way lines. An assessment exhibit will be prepared showing the right of way, public services easements and the topographic information for that parcel.

Task 18.5 - Legal Description for Public Service Easements along EGB – 32 Parcels

A plat and description will be prepared from record information defining the areas to be dedicated as public service easement areas. The plat for the ROW will also show the Public Service Easement.



Task 18.6 - Assessment Exhibit for Right of Entry (Permit to Enter) along EGB – 32 Parcels

An Assessment Exhibit will be prepared based on the ROW plat showing the approximate areas in which a right of entry is to be obtained. No legal description or accompanying plat will be prepared for these areas.

Task 18.7 - Assessment Exhibit for Alley Right of Entry (Permit to Enter) – 12 Parcels

An Assessment Exhibit will be prepared from record information defining the areas where a permit to enter is to be obtained. The approximate acreage of the area will be defined.

Task 18.8 - Description, Plat, and Assessment Exhibit for the Parking Area Acquisition – 2 Parcels

A description, plat, and assessment Exhibit will be prepared from record information defining the areas to be acquired in fee title by the City of Elk Grove. The acreage of the area will be defined.

Task 18.9 - Right-of-Way Staking

Each lot will be staked where right of way will be dedicated. The stakes will be temporary and not permanent markers. The new right of way limit and the existing right of way limit or property line will be marked unless already defined by a fence or other improvements. This will be done to show the limits of the right of way to the land owner by the right of way agent. Stakes will be placed once. If stakes are damaged by the property owner, contractor or others, Carter & Burgess will restake the right of way at a renegotiated cost to the City.

Task 18.10 - Description and Plat for Railroad Permits – 4 Lots

A description and plat will be prepared from record information defining the access areas.

- Deliverables:**
- Additional base mapping information will be added to the current base map.
 - Design survey for parking and alley areas.
 - Legal descriptions, plats and exhibits for right of way, public service easement, and parking acquisition. Exhibits for right of entry (Permit to Enter).
 - Record of Survey

TASK 19 - PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

Subsequent to the Data Collection and Design Refinement task, Carter & Burgess will prepare Construction Documents (PS&E). Development, submission and revision of the PS&E packages will be carried out under this task. Each submittal will include seven (7) sets of plans, seven (7) estimates and seven sets of special provisions where called for in this work plan.

Task 19.1 - 30% Plans and Estimate

The 30% design submittal is intended to show a detailed view of the initial design concept and bring to highlight all major design issues. Identification of detailed project impacts such as right-of-way requirements including temporary construction easements and utility relocations are key objectives of the 30% plans and estimate. At the 30% level, specifications will not be included in the submittal package.

Task 19.1.1 - 30% Plans

The following plan sheets and design elements will be included in the 30% submittal. Of the following plan sheets, only the typical section sheets, stage construction plans, pavement delineation and signage sheets will extend beyond the limits of the improvements in Elk Grove Boulevard. Plan sheets will incorporate the standard City of Elk Grove Sheet Border.



- **Title Sheet** – Cover sheet with signature blocks, project index, legend, utility purveyors and their contacts, and other information.
- **General Notes** – Sheet containing general construction and liability notes.
- **Typical Sections** – Shows the horizontal dimensions and proposed and existing roadway structural sections. Develop additional structural sections associated with the off-street parking.
- **Layouts Sheets** – Mathematically defines the horizontal layout of all roadways, alley improvements, and new public parking lots, and associated improvements such as curb, gutter and sidewalk.
- **Construction Details-Demolition** – These sheets will contain in detail the extents of demolition of existing roadway and private property facilities.
- **Storm Drain Plan and Profile Sheets** – Plan and profile sheets will be prepared for the upgrade of the storm drain between School Road and Walnut Street along Elk Grove Boulevard as well as an evaluation and confirmation that the existing storm drainage facilities between School Road and Waterman Road, and between Walnut Road and Elk Grove-Florin Road along Elk Grove Boulevard are adequate. Design of the storm drain will include hydraulic grade line calculations to ensure adequate capacity of the proposed design. It is assumed that the hydrologic calculations performed by Carter & Burgess, Inc. during the planning phases of this project (prior to the work described in this proposal) will be adequate to determine design flows in the existing storm drain system. The City will be provided with a storm drain design memorandum identifying controlling design factors as well as the calculations necessary for the design of the storm drain segments.
- **Utility Plans** – New, relocated and existing utility facilities will be shown on these sheets. Utilities that may be impacted by the proposed improvements include underground fiber optic and cable, overhead power and telephone, etc. The effected utility company will complete the design of relocated or new facilities; however, Carter & Burgess, Inc. will assist in the layout and will show the relocated or new utilities on the plans. See the Utility Coordination task in this work plan for more information.
- **Stage Construction Plans** – The project construction staging will be worked out in concept acceptable for submittal.
- **Pavement Delineation and Signage Plans** – Roadway striping and signage will be developed for the length of the project (Elk Grove/Florin Road to Waterman Road along Elk Grove Boulevard).
- **Street Lighting Plans** – Showing proposed street light, accent lighting, signage lighting, and irrigation metering will be prepared for the project corridor.
- **Traffic Signal Plans** – The traffic signal will be designed by others under contract with the City. Carter & Burgess will provide the consultant named by the City with base mapping and proposed geometrics. The consultant will be required to coordinate a service point with the appropriate utility purveyors. Provide additional engineering services to address several alternatives associated with the signal at School Street including a signal actuated driveway, dual crosswalks across Elk Grove Blvd., and modification to curb returns to reduced impacts to on site parking spaces.
- **Hardscape Layout & Material Plans** - Sheets depicting the location, dimensions and types of streetscape improvements such as brick planters, site furnishings, tree wells, brick pavers, benches, etc.
- **Planting Plans** - Showing all trees, shrubs, and groundcover.
- **Irrigation Plans** - Showing irrigation system for all landscaped areas.



- **Landscape Details** - Specific details for non-standardized improvements such as sign monuments, tree grates, pedestrian space, paving patterns, benches, low garden walls, planting, irrigation, and others
- **Structural Details** – This detail sheet shows structural details for site amenities such as decorative fountains or seat walls.
- **Graphics/Signage** – Monument signs will be erected announcing the limits of the historic Old Town Elk Grove.

Task 19.1.2 - 30% Opinion of Probable Cost

At this point, an Opinion of Probable Cost for construction related items will be prepared. The estimate will include the items of work, quantities, unit prices, subtotals and contingency. Prepare costs estimates for alternative core projects in order to reconfigure the project improvements to match available funding. Develop cost estimates for probable range of operation, maintenance, and replacement cost for project features including landscaping.

Task 19.2 - 60% Plans, Specifications and Estimate

The 60% PS&E are intended to be substantially complete construction documents. These documents will incorporate the City's comments on the 30% PS&E submittal package.

Task 19.2.1 - 60% Plans

The following plan sheets will be added to those prepared as part of the 30% plan submittal.

- **Construction Details – Roadway Grading**
- **Construction Details – Parking Lot Grading**
- **Construction Details – General**
- **Construction Details – Storm Drain**
- **Construction Details – Hardscape**
- **Construction Details – Planting & Irrigation**
- **Layout sheets for overlay work – Elk Grove Florin Road to Walnut Avenue**

Task 19.2.2 - 60% Opinion of Probable Cost

Under this task, the 30% Opinion of Probable Cost will be further refined.

Task 19.2.3 - Draft Specifications

Draft Special Provisions will be prepared using the 2002 imperial State Standard Specifications and Special Provisions as provided by Caltrans. Section 10 will be prepared by the consultant team. Carter & Burgess will provide boilerplate specification sections relevant to Federally funded projects. The remaining contract sections and boilerplate will be provided by the City. The City will provide an example set of construction specifications (in electronic form) from a similar project for the consultant's reference. The special provisions will be provided to the City in Microsoft Word 2000 format.

Task 19.3 - 90% Plans, Specifications and Estimate

This task addresses the completion of the 90% PS&E. Comments received on the 60% PS&E submittal will be incorporated into the 90% PS&E. The 90% PS&E will be submitted to the City for back-check and further review.

Task 19.3.1 – 100% Plans, Specifications and Estimate



Because of several modifications to the plans including the signal/crosswalk configuration, ADA access for the off street parking lot, changes to the median as a result of comments from the Elk Grove Fire Department, and revisions to the water main plans, an additional PS&E submittal will be required.

Task 19.4 - Final Plans, Specifications and Estimate

Comments received on the 90% PS&E submittal will be incorporated into the Final PS&E. At this point, the specifications will be finalized and the bid quantity sheet finalized. Other agency signatures will be obtained if required. The Final PS&E will then be resubmitted on mylar to the City for signatures. One original mylar drawing set will then be provided to the City. Carter & Burgess, Inc will also provide a complete set of electronic drawings (*.dwg) files to the City on CD ROM.

- Deliverables:** 30% PS&E (7 sets of 11"x17" Plans, 7 sets of draft specifications, and 7 cost estimates)
Alternative cost estimates
Cost estimates of project operations, maintenance, and replacement costs.
60% PS&E (7 sets of 11"x17" Plans, 7 sets of specifications, and 7 cost estimates)
90% PS&E and 100% PS&E (7 sets of 11"x17" Plans, 7 sets of specifications including Federal provisions, and 7 cost estimates)
Final PS&E (7 sets of 11"x17" Plans, 7 sets of complete specifications, 7 cost estimates, one CD ROM of Plans, and one full sized set of mylars)

TASK 20 - UTILITY COORDINATION

Carter & Burgess will provide a proactive approach to utility coordination to ensure that, to the degree that it is within the control of Carter & Burgess, Inc., no delays occur due to utility company review. If at any point, Carter & Burgess, Inc becomes aware of any issue that would produce a significant delay in the project due to a utility company or agency activity, Carter & Burgess, Inc. shall inform the City immediately and arrange for a meeting with the utility company or agency, the City, Carter & Burgess, Inc. to resolve the issue. During this phase of the project, Carter & Burgess will submit "A", "B" and "C" plans to all utility companies or agencies whose utilities are within the limits of this project. Carter & Burgess will prepare the transmittal letters for City approval and signature prior to sending plans to the utility companies. The utility companies will be responsible for preparing relocation plans for their facilities. Carter & Burgess, Inc. will show the locations of the relocated facilities on the plans. The following is a description of these submittals. The design of the sanitary sewer mains and services are not considered part of this project.

Task 20.1 – "A" Plans

"A" Plans will be sent to all known utility companies that have facilities within the project area. The 30% plans for the entire corridor will be sent to utility companies in order to begin the communication process. The utility companies will be asked to verify the location of the utilities shown on the plans. They will also be asked to redline plans showing any utilities not represented on the plans and to provide facility maps.

Task 20.2 – "B" Plans

"B" Plans will be sent out when the final horizontal alignment, the depth of the final structural section, and the vertical alignment is shown on the plans along with the proposed and existing utilities. "B" Plans are defined as plans that are 90 percent complete. Carter & Burgess will identify potential conflicts with utility facilities on the "B" Plans and perform the necessary coordination to resolve the conflict.



Task 20.3 – “C” Plans

“C” Plans are defined as final approved plans that are used for bidding purposes. Carter & Burgess will forward these plans to the utility companies or agencies and outline, in writing, any changes made since releasing “B” Plans. Carter & Burgess will contact the utility companies whose facilities are in conflict with the proposed work and ascertain when any necessary relocation work will be completed.

Task 20.4 – Utility Coordination

Carter & Burgess will coordinate the relocation of the existing overhead utilities along the north side of the Elk Grove Boulevard right of way for this project. At this time it is not know if the utilities will be relocated as overhead or remain in the same location but placed underground. Carter & Burgess will provide a cost analysis to the City for the two options. Carter & Burgess will then coordinate the option chosen by the City.

Task 20.5 – Utility Meetings

Carter & Burgess will coordinate and attend two utility coordination meetings. One will occur after the “B” plans have been sent out, and the other will occur after the “C” plans have been sent out. The purpose of these meetings will be to open the lines of communication between all of the interested parties including the City. Service points for the traffic signal and street lighting will also be coordinated here as well as the undergrounding/relocation of existing utilities.

Task 20.6 – Potholing

Potholing will be provided to determine the horizontal location and depth of existing underground utilities. Two (2) days of field time have been included for potholing services This task includes the field surveys to locate the exact locations, sizes, and elevations of exposed utilities. Any City encroachment permits required for potholing will be provided by the City.

Additional potholing to accurately determine the locations of fiber optic lines in Elk Grove Boulevard.

- Deliverables:**
- “A” Plans (4 plan sets)
 - “B” Plans (4 plan sets)
 - “C” Plans (4 plan sets)
 - One set of Utility Coordination Meeting Minutes
 - Additional potholing efforts for fiber optic lines

TASK 21 - RAILROAD COORDINATION

This task will include the effort required to coordinate the proposed Elk Grove Boulevard improvements with the Union Pacific Railroad and Public Utilities Commission (PUC). Coordination efforts will be geared towards determining the railroad’s requirements for the design of the at grade railroad crossing on Elk Grove Boulevard. Coordination efforts will also be geared towards obtaining an encroachment permit from the railroad for construction within their right of way. To coordinate effectively with the railroad, Carter & Burgess will perform the following as part of this task:

Task 21.1 – Plan Submittals

Submit plans to Union Pacific Railroad when each of the 30%, 60% and 90% PS&E submittals are made to the City.

Task 21.2 – Meetings

Coordinate and attend three meetings with the Union Pacific Railroad.



Task 21.3 – Encroachment Permit and Permitting Research

Research and obtain encroachment permit documentation from the Union Pacific Railroad, if required by the railroad, for use by the City.

It will be the responsibility of the Elk Grove Water Service or their assigned agent to negotiate any crossing of the RR tracks with water mains or other utilities not explicitly a part of this proposal.

TASK 22 - TRANSMISSION WATER MAIN COORDINATION

This task includes coordination with Elk Grove Water Service or its assigned agent for the purpose of including the design of the Elk Grove Boulevard Transmission Main as part of the project plan set, with the limits of the Elk Grove Boulevard (Old Town) Improvement Project. The transmission main will be bid as part of this project and become a part of the Elk Grove Water Service's system. The purpose of the transmission main is to upgrade the existing water service for the Elk Grove Boulevard area, improve the overall performance of the of the area's water systems, and to provide the required fire flows to existing and future customers along the roadway.

Carter & Burgess will be providing the design topographic mapping, right of way resolution, control line and stationing for the transmission main design. The agent of the Elk Grove Water Service will perform the engineering design of the transmission main.

Task 22.1 - Elk Grove Water Service and H2O Group Coordination

Carter & Burgess, Inc will coordinate with Elk Grove Water Service or its designated agent to discuss issues related to the provision of base mapping information by Carter & Burgess, Inc. Included in this task will be three meetings with the agency or their agent. The first meeting will occur during the design development phase of the project and the remainder of the meetings will take place at the 60% and 90% PS&E submittals. The purpose of the meetings will be to resolve and coordinate any conflicts within the limits of the project improvements. At these meetings, Carter & Burgess, Inc. will open lines of communication and provide the base mapping for Elk Grove Boulevard from Elk Grove – Florin Road to Waterman Road. Carter & Burgess will provide only the mapping it has currently at its disposal. Further mapping will be provided at the expense of the Elk Grove Water Service. Carter & Burgess will not provide utility mapping or topographic mapping outside of the area of the project improvements.

TASK 23 - LAND APPRAISAL, ACQUISITION, AND CONDEMNATION SERVICES

Task 23.1 – Appraisals (34 including the UPRR)

- i) Issue Notice of Intent to Appraise to each owner,
- ii) Commence the comparable data research,
- iii) Schedule property owner inspections,
- iv) Meet with property owner. Follow up on any questions through a Request for Information process with Carter & Burgess,
- v) Complete the appraisal, and submit to Bender Rosenthal for Review,
- vi) Bender Rosenthal will complete an office review using the various Standards prescribed by the Federal and State Uniform Acts, FHWA, FTA, Caltrans appraisal procedures, and USPAP and California Eminent Domain codes. Comments will be developed and reviewed with the appraiser.
- vii) Complete the analysis for two additional parking lot sites and associated damage analyses.
- viii) Complete necessary re-inspections and attend approximately 14 additional meetings.
- ix) Complete 34 additional appraisals including the addition of permanent easement analysis, temporary construction easement analysis, and damage analysis.



Task 23.2 - Acquisition

Bender Rosenthal Inc. has developed the initial steps, and concept of "impasse" negotiations.

The following outlines the steps in the acquisition process, as well as defines "impasse" in the negotiation process.

- Review of the project concept and design with Carter & Burgess, Inc. and other consultants;
- Review of appraisals, title reports, maps and descriptions of the required parcels;
- Field review the project with the City's project manager;
- Preparation of Right-of-Way Contracts and other acquisition documents;
- Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners; and make the official First Written Offer;
- Acquisition activities are based on settlement by the third contact. A recommendation to the City of Elk Grove will be made after *impasse* has been reached. To reach *impasse* there are three requirements:
 - A. Go through the *acquisition steps* outlined below; plus
 - B. Make at least three contacts with owner (personal call, letter or phone call) in any combination; plus
 - C. Spend at least eight hours working on the parcel acquisition.

The acquisition steps in offering compensation to the property owner include:

- A. Owner accepts offer. (Close)
- B. Owner rejects offer.
 - 1. Owner refuses to counter. (Impasse)
 - 2. Owner makes counter proposal.
 - a. Client accepts counter. (Close)
 - b. Client rejects counter. (Impasse)
 - c. Client makes new offer.
 - 1. Owner accepts new offer. (Close)
 - 2. Owner does not accept new offer. (Impasse)
- Deliver signed right-of-way contract, and signed and acknowledged grant deed for closed transaction. Deliver a memorandum explaining impasse or unclosed (i.e. impasse) calls. (Note this work plan and associated cost estimate assumes up to three (3) offers could be refused; however, no other work or associated costs have been assumed once three refusals are made.)
- Open escrow; request any earnest money deposits; etc.; review and approve escrow closing papers; request closing funds; monitor closing of escrows; submit a



completed property acquisition file for each property to City of Elk Grove, as lead agency, after close of escrow or at the City's request.

- Final report, including transfer of all pertinent correspondence and files, to the City of Elk Grove.

TASK 23.3 – Condemnation

Bender Rosenthal to provide condemnation support services for all properties that have reached impasse. For purposes of estimating condemnation costs it has been assumed that up to 10 parcels could involve filing of eminent domain.

Task 23.3 includes the assembly of a Condemnation Package. Package to include:

- Provide an updated preliminary title report to a Litigation Guarantee.
- Provide a complete list of names and addresses of all persons and/or entities having interest in the property (fee owner, lien holder, etc.), as identified in the Updated Preliminary Title Report, or the Litigation Guarantee.
- Provide a copy of the written offer, summary of compensation, and any pertinent correspondence relative to negotiations.
- Provide copy of completed Parcel Diary.

TASK 24 - QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Task 24.1 - PS&E QA/AC

Prior to the submission of each PS&E package to the City, Carter & Burgess will perform an internal QA/QC review of the contract documents. Four internal reviews will be performed, one at each of the 30%, 60%, 90% and Final PS&E submittals. The review will be performed on the following two levels:

- i) PS&E checklists will be reviewed at the Project Engineer and Project Manager level at Carter & Burgesses to check that the project design issues and details have been addressed.
- ii) A Senior Engineer at Carter & Burgess will review the contract documents subsequent to the review described above. The purpose of this review is to ensure that the contract documents meet the quality standards of Carter & Burgess.

TASK 25 - BIDDING SERVICES

It is our understanding that the City will advertise, award and perform the construction administration for this project. Carter & Burgess will be available to assist the City during this process as described below.

Task 25.1 - Bidding Assistance

Bidding assistance will consist of answering bidders' questions, and providing addendums to refine or clarify the design for the project. Carter & Burgess will also attend the pre-bid and pre-construction meetings. At this time, for budgeting purposes, up to six (6) questions from bidders will be answered and two (2) addendums created. The City will insert Carter & Burgess text and format the addendum, manage the bidholder's list and administer the bid in general.



Task 25.2 - Plan Revisions

Carter & Burgess will provide plan revisions as part of the addendums generated during the bidding process. For budgeting purposes, two plan revisions have been assume

Task 25.3 – Record Drawings

Carter & Burgess will prepare record drawings upon completion of construction. The Contractor will keep a record of changes made during construction of the project and will provide Carter & Burgess, with redlined plans. Field changes that have been made aware to Carter & Burgess will also be incorporated into the record drawings.

Deliverables: Responses to Bidders Questions
Pre-construction meeting
Contract addendums
Plan Revisions
Record Drawings



EXHIBIT B

Compensation and Method of Payment

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

[See Attached Schedule & Budget]

ELK GROVE BOULEVARD - OLD TOWN IMPROVEMENTS																			
ITEM NO.	PHASE TASK DESCRIPTION	LANDSCAPE ARCHITECTURE				SURVEY				ENGINEERING					CLERICAL				
		Sr LA	LA-3	LA-2	LA-1	GL	SC	Tech	Field Crew (2 Man)	Field Crew (1 Man)	Sr Civil	Civil PM	Eng	CT	SS	SUB LABOR	CONSULT	BUDGET	SUB/TASK
		\$135	\$120	\$65	\$75	\$135	\$120	\$90	\$186	\$ 247.00	\$135	\$120	\$95	\$65	\$50			REVISIONS	
Phase 1 - Union Pacific Railroad Crossing Median Improvements (Tasks 1-8)																			
TASK 1: PROJECT MANAGEMENT																			
1.1	Project Initiation Meeting											2	4						\$620
1.2	Meeting Minutes and Agendas (1)											4	4						\$660
1.3	Unscheduled Meetings (1)											3	3						\$645
1.3.1	Coordination with the PUC																	\$10,780	
1.4	Project Schedule											6	4						\$1,340
TASK 2: RAILROAD CROSSING MEDIAN PS&E																			
2.1	90% Plans, Specifications and Estimate																		
	Title Sheet											2	6						\$810
	General Notes & Details													16					\$1,520
	Layout Sheet											8	40						\$4,760
	Grading Sheet											6	40						\$4,520
	Utility Sheet											2	16						\$1,760
	Pavement Determination and Signage											6	16						\$2,240
	90% Opinion of Probable Cost											6	12						\$1,860
	Specifications (Technical Only)											24	16						\$4,400
2.2	Final Plans, Specifications and Estimate											24	40						\$6,680
TASK 3: RAILROAD COORDINATION																			
3.1	Railroad Coordination																		\$0
	90% PS&E											4	8						\$1,240
	Final PS&E											4	8						\$1,240
	Coordinate and Attend 1 Meeting with Union Pacific											2	8						\$1,000
TASK 4: PUBLIC RELATIONS																			
4.1	Public Relations (assumes 20 hours)												20						\$2,400
TASK 5: CONSTRUCTION STAKING																			
5.1	Curb Stakes						2	6	6										\$2,068
TASK 6: UTILITY COORDINATION																			
6.1	"A" Plans																		\$0
6.2	"B" Plans													6					\$570
6.3	"C" Plans													6					\$570
6.4	UTILITY Coordination Meetings												4	6					\$1,050
TASK 7: QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)																			
7.1	PS&E Checklist													8					\$760
	Senior Engineer Review												6						\$720
TASK 8: BIDDING SERVICES																			
8.1	Bidding Assistance												12	12					\$2,680
Total Hours		0	0	0	0	0	2	6	6	0	0	147	278	0	0				\$8,890
Fee Total		\$0	\$0	\$0	\$0	\$0	\$240	\$720	\$1,128	\$0	\$0	\$17,640	\$26,505	\$0	\$0				\$46,233
Fee Total per Unit		\$0				\$2,088					\$44,145			\$0					\$10,780
Phase 2 - Bike Route and Crossing Alternative Study (Tasks 9-15)																			
TASK 9: PROJECT MANAGEMENT																			

Exhibit B

ELK GROVE BOULEVARD - OLD TOWN IMPROVEMENTS																			
ITEM NO.	PHASE TASK DESCRIPTION	LANDSCAPE ARCHITECTURE				SURVEY				ENGINEERING					CLERICAL				
		Sr LA	LA 3	LA-2	LA 1	GL	SC	Tech	Field Crew (2 Men)	Field Crew (3 Men)	Sr Civil	Civil PM	Eng	CT	SS	SUB LABOR	CONSLT	BUDGET	SUB/TASK
9.1	Project Initiation Meeting	\$135	\$120	\$85	\$75	\$135	\$120	\$90	\$188	\$ 247.00	\$135	\$120	\$95	\$65	\$50				
											4							\$480	
9.2	Project Schedule (4)										8							\$960	
9.3	Coordination Meetings (2)										6	4						\$1 100	
9.4	Meeting Agendas and Minutes (3)										3	6						\$930	
9.5	Unscheduled Meetings (1)										1							\$360	\$3,839
TASK 10: DATA COLLECTION AND ANALYSIS																			
10.1	Review General Plan												4					\$380	
10.2	Review Special Planning Area												4					\$380	
10.3	Review Bicycle Master Plan and Pedestrian Master Plan																		\$1 000
10.4	Collect Information									60								\$8 100	
10.5	Research Crossings											8						\$760	\$16,820
TASK 11: RAILROAD COORDINATION																			
11.1	Coordination											12	18					\$3 150	\$2 000
																			\$8,150
TASK 12: PRELIMINARY ALTERNATIVE ANALYSIS																			
12.1	Analysis of Bike Route Alternatives and Grade Separation Options																		\$4 000
12.2	Opinion of Probable Cost											8	24					\$3 240	
12.3	Grade Separation Exhibits	4										8	30	40				\$6 950	
12.4	Bike Route Alternative Exhibits																		\$5 000
12.5	Design Survey																		
12.5.1	Verify Existing Right of Way																		\$4 740
12.5.2	Field Control Survey																		\$7,844
12.5.3	Right of Way Base Map																		\$2,368
12.5.4	Aerial Photograph and Topography																		\$7,128
																			\$41,280
TASK 13: COMMUNITY MEETING																			
13.1	Meeting Graphics											2	2	10	6			\$1 360	
13.2	Community Meeting	2										4	4	8	8			\$2 050	\$3 000
																			\$6,436
TASK 14: DRAFT BIKE ROUTE AND CROSSING ALTERNATIVE STUDY																			
14.1	Revise Preliminary Alternative Analysis Based on Community & City Input	4										12	32		12			\$5 620	\$3 000
																			\$8,620
TASK 15: FINAL BIKE ROUTE AND CROSSING ALTERNATIVE STUDY																			
15.1	Revise Draft Bike Route and Crossing Alternative Study	2										4	24		12			\$3 630	\$3,630
Total Hours		12	0	0	0	0	0	0	0	0	60	74	160	58	38				
Fee Total		\$1 620	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8 100	\$8 880	\$15 200	\$3 770	\$1,900	\$39 470	\$0	\$40 100	\$78,578
Fee Total per Unit		\$1 620				\$0					\$35 950				\$1 900				
Phase 3 - Elk Grove Boulevard Improvements (Tasks 16-25)																			
TASK 16: PROJECT MANAGEMENT																			
16.1	Project Initiation Meeting	4	4			4	4				4	4						\$3 060	
16.2	Project Schedule		4									20			4			\$3 080	
16.3	Monthly Coordination Meetings (12)	24	12		12						8	16		12	4			\$11 960	
16.4	Meeting Agendas and Minutes	8										12	12		4			\$3,860	
16.5	Monthly Progress Reports		4									16						\$2 400	
16.6	Unscheduled Meetings (12)	8	8									12	6					\$4 050	\$5 000
16.7	PMC Coordination											4						\$480	

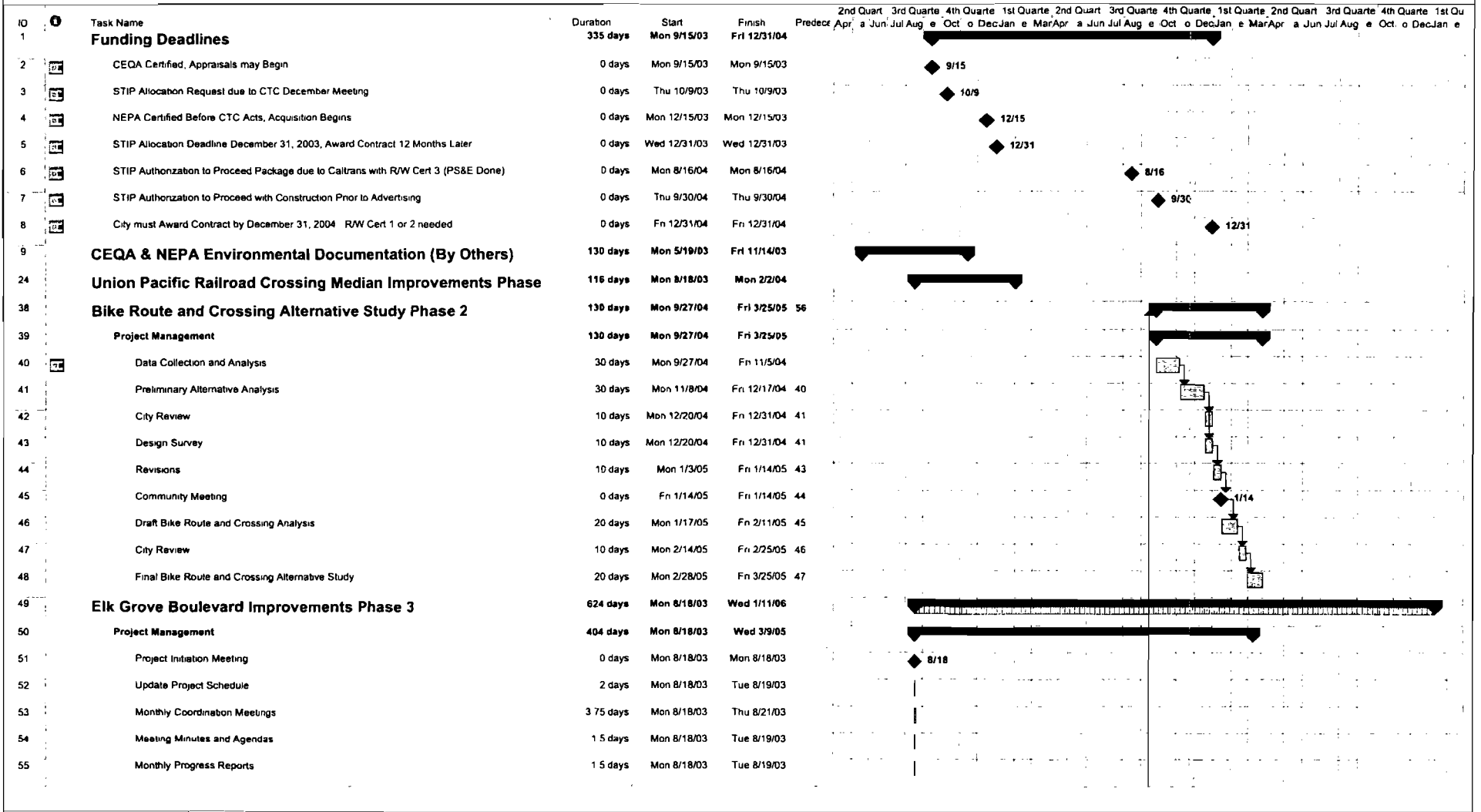
ELK GROVE BOULEVARD - OLD TOWN IMPROVEMENTS																			
ITEM NO.	PHASE TASK DESCRIPTION	LANDSCAPE ARCHITECTURE				SURVEY				ENGINEERING				CLERICAL					
		Sr LA	LA-3	LA-2	LA-1	CL	SC	Tech	Field Crew (2 Man)	Field Crew (3 Man)	Sr Civil	Civil PM	Eng	CT	SS	SUB LABOR	CONSLT	BUDGET	SUB/TASK
16.8	Permit Coordination	\$135	\$120	\$85	\$75	\$135	\$120	\$90	\$188	\$ 247.00	\$135	\$120	\$95	\$65	\$50				
	RWOGB HOUS/WHPP												10	10					
	City of Elk Grove Encroachment Permit												12						
16.9	Additional Efforts for Community Meeting #1																	\$7,378	\$82,968
TASK 17: DATA COLLECTION & DESIGN REFINEMENT																			
17.1	Data Collection		4								2	24							\$3,630
17.2	Hardscape Refinement	20	30	70	16							16	16						\$16,890
17.3	Softscape Refinement	6		24	12														\$4,020
17.4	Schematic Opinion of Probable Cost	1		4	8							8	8						\$2,795
17.5	Draft R/W Impact Exhibit	6	8		16						4	16	8						\$6,850
17.6	Property Owners Meeting	4										2							\$1,180
17.7	Old Town Merchants Association Presentation	20			24							12							\$6,340
17.8	Design Development Submittal Booklets	8	8		20							16	8						\$6,620
17.9	Design Development Opinion of Probable Cost		4		12							8	16						\$4,260
17.10	QA/QC				12							8	16						\$3,380
17.11	Planning Commission Presentation	4			8							1	4						\$2,600
17.12	City Council Presentation	4			4							4	4						\$2,300
17.13	Subconsultants																		
	Electrical Engineer (UDP coord)	4	16									4							\$2,940
	Signal Design Engineer (PW coord)											4							\$480
	Structural Engineer (UDP coord)	2	4									4							\$1,230
	Graphic / Sign Designer (UDP coord)	2	12																\$1,710
																			\$1,500
																			\$67,235
TASK 18: FIELD SURVEY / LEGAL DESCRIPTIONS																			
18.1	Additional Field Ties					14	26	54	32				12						\$17,026
18.2	Off-Street Parking and Alleyway Topography					8	16	46	23				6						\$12,034
18.3	Record of Survey					32	80	116	72				8						\$38,656
18.4	Legal Descriptions for Elk Grove Boulevard (EGB) Right of Way					74	230	230											\$58,290
18.5	Legal Description for Public Service Easements along EGB					42	172	44											\$30,270
18.6	Assessment Exhibit for Right of Entry (Permit to Enter) along EGB					42	44	108					12						\$21,810
18.7	Assessment Exhibit for Alley Right of Entry (Permit to Enter)					22	32	80					6						\$14,580
18.8	Dec, Plat, and Assessment Exhibit for the Parking Area Acquisition					10	18	26					6						\$6,420
18.9	Right of Way Staking					16	32	64	96										\$29,808
18.10	Description and Plat for Railroad Permits - 4 Lots					8	26	26					6						\$7,110
TASK 19: PLANS, SPECIFICATIONS AND ESTIMATE																			
19.1	30% Plans and Estimate																		
19.1.1	30% Plans																		\$8,490
	Title Sheet											2	4	8					\$1,140
	General Notes			4								4	8	12					\$2,360
	Typical Sections	2	4								2	8	12	12					\$3,900
	Roadway Layout Sheets	4	8								2	8	24	16					\$6,050
	Parking Lot Layout Sheets										1	8	16	16					\$3,655
	Construction Details - Demolition		8								3	8	24	24					\$6,165
	Storm Drain Plans and Profile Sheets										3	8	40	24					\$6,725
	Utility Plans											8	16	16					\$3,520
	Stage Construction Plans										2	8	16	16					\$3,790
	Pavement Detention & Signage Plans		4									8	16	16					\$4,000

ELK GROVE BOULEVARD - OLD TOWN IMPROVEMENTS																					
ITEM NO.	PHASE TASK DESCRIPTION	LANDSCAPE				ARCHITECTURE				SURVEY				ENGINEERING				CLERICAL			
		Sr LA	LA-3	LA-2	LA-1	GL	SC	Tech	Field Crew (2 Men)	Field Crew (3 Men)	Sr Civil	Civil PM	Eng	C7	SS	SUB LABOR	CONSLT	BUDGET	SUB/TASK		
		\$135	\$120	\$85	\$75	\$135	\$120	\$90	\$188	\$ 247.00	\$135	\$120	\$95	\$65	\$90						
	Street Lighting Plans		4									8	12					\$2,580			
	Hardscape Layout & Materials Plans	6	4	8														\$1,970			
	Traffic Signal Plans (Coordination w/ Fleet/Peers Only)											8	16					\$2,480			
	Planting Plans	2	2	16														\$1,670			
	Irrigation Plans	2	4	20														\$2,450			
	Informational Signage Plans	4																\$540	\$4,000		
19.1.2	30% Opinion of Probable Cost	2	4	16							2	4	24		16			\$5,940	\$7,594		
19.2	60% Plans, Specifications and Estimate																				
19.2.1	60% Plans																		\$5,000		
	Title Sheet											1	8					\$880			
	General Notes											2	4	8				\$1,140			
	Typical Sections		2								2	8	8	12				\$3,010			
	Roadway Layout Sheets		2								2	8	16	40				\$5,590			
	Parking Lot Layout Sheets		2								1	12	16	24				\$4,895			
	Construction Details - Demolition										2	16	24	32				\$6,550			
	Storm Drain Plan and Profile Sheets										2	8	24	40				\$6,110			
	Utility Plans											4	12	24				\$3,180			
	Stage Construction Plans	2	8								2	8	16	24				\$5,540			
	Pavement Delineation & Signage Plans										2	8	12	24				\$3,930			
	Street Lighting Plans		4									8						\$1,440			
	Construction Details - Roadway Grading		4									8	12	16				\$3,620			
	Construction Details - Parking Lot Grading											8	12	16				\$3,140			
	Construction Details - General		8									4	12	16				\$3,620			
	Construction Details - Storm Drain											4	12	16				\$2,660			
	Hardscape Layout & Materials Plans	4	12	24	40													\$7,020			
	Planting Plans		4	8	16													\$2,360			
	Irrigation Plans		4	16	30													\$4,090			
	Planting & Irrigation Details		2	8	28													\$3,020			
	Structural Details		4		8							4	12					\$2,700	\$1,500		
	Informational Signage Plans and Details		4	8	16													\$2,360	\$4,000		
	Hardscape Details	4	12		40													\$4,980			
19.2.2	60% Opinion of Probable Cost	2	12	8							2	12	16		16			\$6,420			
19.2.3	Draft Specifications	4	30	12							2	12	32		4			\$10,110	\$108,995		
19.3	90% Plans, Specifications and Estimate	8	16		40						8	32	40	40	16			\$18,120	\$18,000		
19.4	Final Plans, Specifications and Estimate	4	24		32						8	32	40	24	16			\$18,900	\$18,900		
TASK 20: UTILITY COORDINATION																					
20.1	"A" Plans										2	8	6		8			\$2,200			
20.2	"B" Plans										2	8	6		8			\$2,200			
20.3	"C" Plans										2	8	6		8			\$2,200			
20.4	Utility Coordination										2	8	12					\$2,370			
20.5	Utility Meetings										2	8	12					\$2,370			
20.8	Potholing					1	6	12	8			2	16					\$5,190	\$4,000		
TASK 21: RAILROAD COORDINATION																					
21.1	Plan Submittals											4	8					\$1,240			
21.2	Meetings											9	9					\$1,935			
21.3	Encroachment Permit and Permitting Research										2	24	32					\$6,190	\$8,385		

ELK GROVE BOULEVARD - OLD TOWN IMPROVEMENTS																		
ITEM NO.	PHASE TASK DESCRIPTION	LANDSCAPE ARCHITECTURE				SURVEY				ENGINEERING				CLERICAL			BUDGET	SUB/TASK
		Sr LA	LA-3	LA-2	LA-1	GL	SC	Tech	Field Crew (2 Men)	Field Crew (3 Men)	Sr Civil	Civil PM	Eng	CT	SS	SUB LABOR	CONSLT	REVISIONS
		\$135	\$120	\$85	\$75	\$135	\$120	\$90	\$188	\$ 247 00	\$135	\$120	\$95	\$65	\$50			
	TASK 22: TRANSMISSION WATER MAIN COORDINATION																	
22.1	Elk Grove Water Service and H2O Group Coordination										4	40	40			\$9,140		\$9,140
	TASK 23: LAND APPRAISAL AND ACQUISITION SERVICES																	
23.1	Appraisal					12	18	12								\$4,860	\$64,200	\$02,484
23.2	Acquisition	6	8			12	18	12			4	4				\$7,920	\$61,200	\$268,680
	TASK 24: QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)																	
24.1	PS&E QA/QC	8	12		12						8	12	12			\$7,080		\$7,080
	TASK 25: BIDDING SERVICES																	
25.1	Bidding Assistance		16	16								24	24			\$8,440		
25.2	Plan Revisions		16	16								32	32			\$10,160		
25.3	Record Drawings		4	12								8	16	16		\$5,020		\$23,620
	Total Hours	195	370	280	406	297	722	830	231	0	94	722	1025	994	168			
	Fee Total	\$26,325	\$44,400	\$24,650	\$30,450	\$40,095	\$86,640	\$74,700	\$43,428	\$0	\$12,690	\$66,640	\$97,375	\$38,610	\$8,400	\$638,078	\$154,700	\$1,303,816
	Fee Total per Unit	\$125,625				\$244,863					\$235,315				\$8,400			

Carter & Burgess Fee Summary						
Union Pacific RR Crossing Median		Bike Route & Crossing Alt Study		Elk Grove Boulevard Imp		TOTAL
Cost Category	Fee	Cost Category	Fee	Cost Category	Fee	
Land Arch/Survey/Engr	\$57,013	Land Arch/Survey/Engr	\$79,578	Land Arch/Survey/Engr	\$690,049	
Direct Costs	\$2,312	Direct Costs	\$3,156	Direct Costs	\$17,203	
Total Cost	\$59,325	Total Cost	\$82,734	Total Cost	\$707,252	\$1,049,309

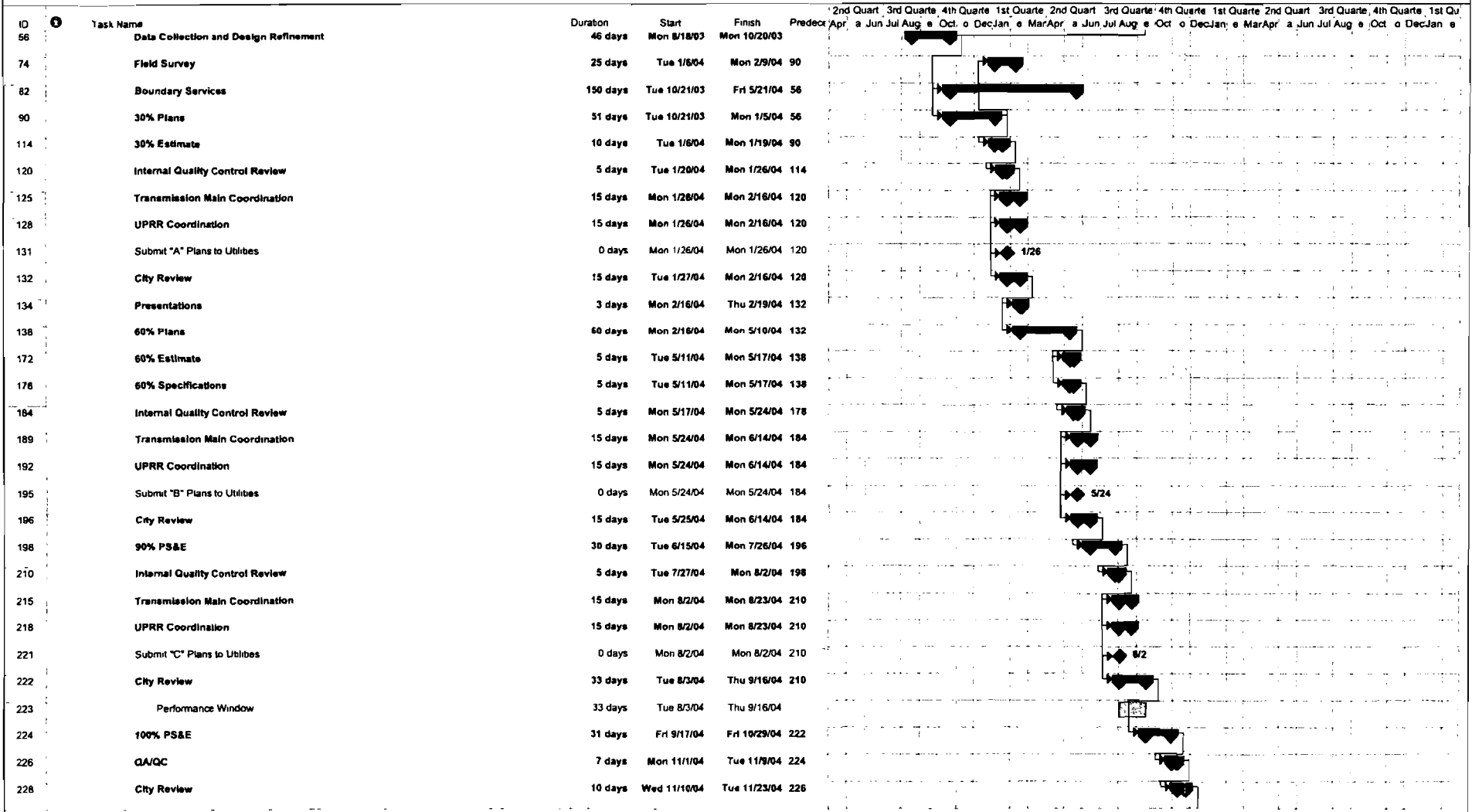
Elk Grove Boulevard Old-Town Improvements



Project 333148scd002
 Date Mon 11/22/04

Task Split
 Critical Task Progress
 Milestone Summary
 Project Summary External Milestone
 External Tasks Deadline

Elk Grove Boulevard Old-Town Improvements





Project 333148scd002
Date Mon 11/22/04

Task 
Critical Task 

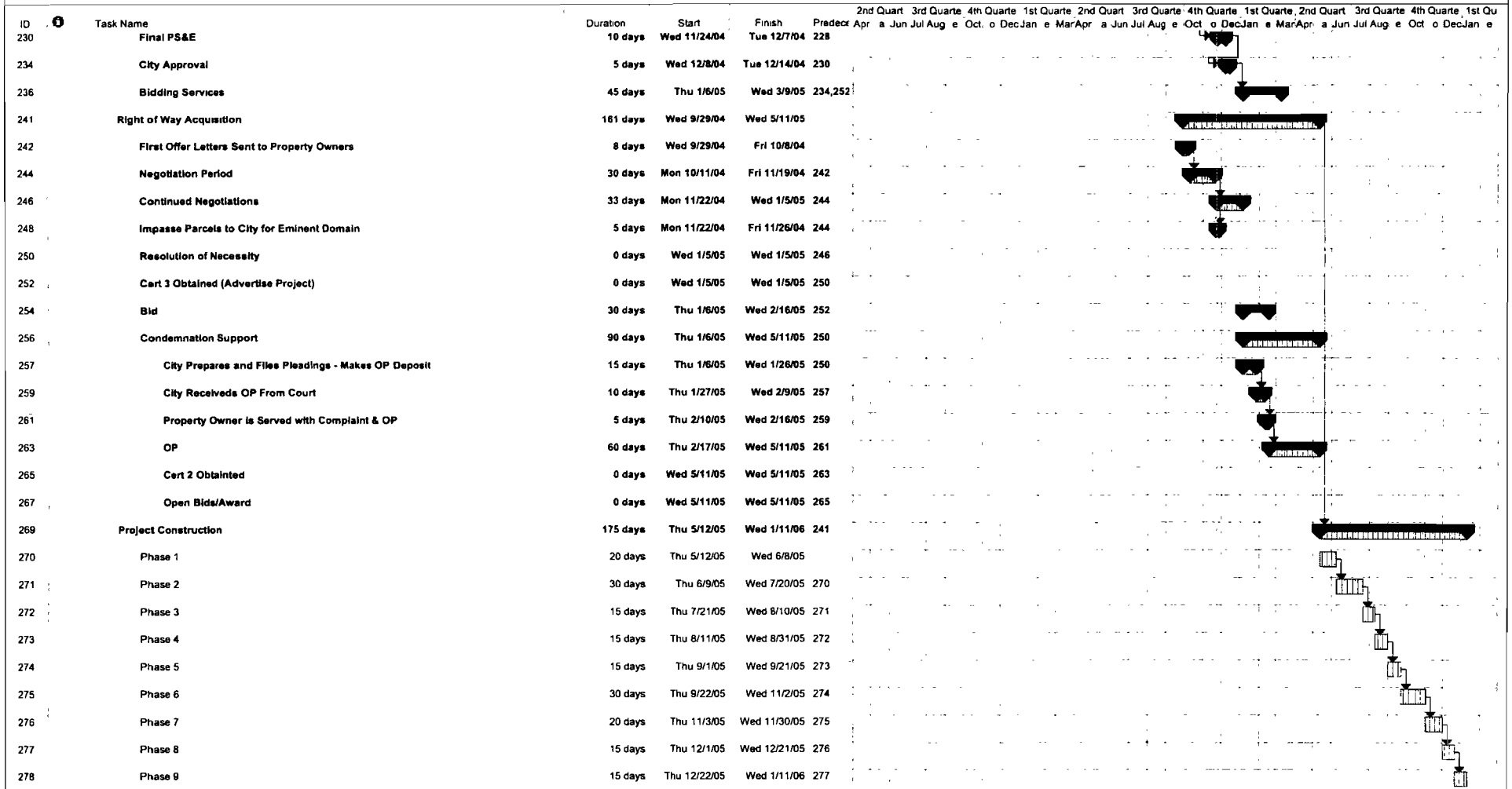
Split 
Progress 

Milestone 
Summary 

Project Summary 
External Tasks 

External Milestone 
Deadline 

Elk Grove Boulevard Old-Town Improvements



Project 333148scd002
Date Mon 11/22/04

Task		Split		Milestone		Project Summary		External Milestone	
Critical Task		Progress		Summary		External Tasks		Deadline	



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**CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2004-304**

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 15th day of December 2004 by the following vote:

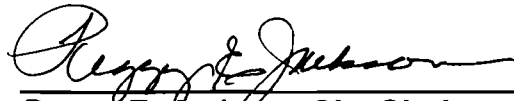
AYES 5: COUNCILMEMBERS: Scherman, Soares, Briggs, Cooper, Leary

NOES 0: COUNCILMEMBERS:

ABSTAIN 0: COUNCILMEMBERS:

ABSENT 0: COUNCILMEMBERS:





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