

RESOLUTION NO. 2005-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DMJM +  
HARRIS, INC. FOR PROFESSIONAL SERVICES FOR THE BRADSHAW ROAD /  
SHELDON ROAD INTERSECTION IMPROVEMENTS PROJECT**

**WHEREAS**, the City of Elk Grove requires professional services for project design, preparation of construction documents and related engineering services for the Bradshaw Road / Sheldon Road Intersection Improvements Project; and

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

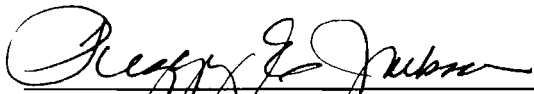
**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove hereby authorizes the City Manager or his designee to enter into a professional services contract with DMJM + Harris, Inc. for the Bradshaw Road / Sheldon Road Intersection Improvements Project for an amount not to exceed \$667,950.

**PASSED AND ADOPTED BY THE** City Council of the City of Elk Grove this 19<sup>th</sup> day of January 2005.



**DANIEL BRIGGS, MAYOR of the  
CITY OF ELK GROVE**

ATTEST:



**PEGGY E. JACKSON, CITY CLERK**

APPROVED AS TO FORM:



**ANTHONY B. MANZANETTI,  
CITY ATTORNEY**

# CITY OF ELK GROVE



CONTRACT FOR  
DMJM & HARRIS - CONSULTANT  
Bradshaw Road/Sheldon Road Intersection Project



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CONTRACT FOR  
DMJM & HARRIS - CONSULTANT

THIS CONTRACT is made and entered into between City of Elk Grove, a Municipal Corporation ("City") and DMJM & Harris ("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 January 1, 2008.

**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 services for the development of construction bid documents for the Bradshaw Road/Sheldon Road intersection improvements project.

**2. EMPLOYMENT STATUS OF PERSONNEL**

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



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

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

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

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

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

**3. TIME OF PERFORMANCE:**

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

**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 \$667,950.00 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. Either Party, upon ninety (90) days written notice, may terminate this Contract, without cause, at any time. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Contract up to the date of termination. If the City has advanced payment, Consultant shall refund unused fees as of the date of the termination.

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



7. CHANGES:

The City or Consultant may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by both Parties in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract. Any increase in the amount of Consultant's compensation and/or changes in Exhibit A and or Exhibit B must be authorized in advance by the City Manager.

8. PROPERTY OF CITY:

A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY.

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

B. CONSULTANT TO DELIVER CITY PROPERTY.

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

9. CONFLICTS OF INTEREST

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



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

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.

(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



Consultant DMJM & Harris  
601 University Avenue, Suite 274  
Sacramento, CA 95825

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 30<sup>th</sup> day of Dec, 2004, by the parties as follows.

Approved as to form:

**CONSULTANT**

Debra Nelson Lambert  
Counsel for consultant

By: [Signature]  
Gary Baker, Vice President

Approved as to form:

**CITY OF ELK GROVE**

By: [Signature]  
Anthony B. Manzanetti, City Attorney

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




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

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

CONSULTANT



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Gary Baker, Vice President



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### **EXHIBIT A - Scope of Work**

Consultant will prepare plans, specifications, and estimates (PS&E) for the Bradshaw Road / Sheldon Road Intersection Improvement Project in the CITY. This work will include intersection geometric design; roadway design; traffic signal at the intersection; drainage design; utility coordination; bridge plans, traffic handling plans; construction staging plans; project specifications and special provisions and construction cost estimates. PS&E to be completed under CITY oversight. Consultant shall not be responsible for construction Contractor's means, methods, or techniques, including safety.

#### **ASSUMPTIONS**

- A. The limits of the project shall extend 800 feet from the center of the intersection in each direction along Bradshaw Road and Sheldon Road; the intersection will be designed to 450 feet in each direction, plus 350 foot taper to conform.
- B. The plans and special provisions shall be designed to County of Sacramento standards. Imperial units shall be utilized on all documents.
- C. This scope of services for geotechnical services assumes no contaminated material shall be encountered.
- D. Landscape and Irrigation Plans are not included in this Scope of Services.
- E. Design of drainage facilities included in this scope of services is limited to the intersection.
- F. All CADD Plans shall be produced in AutoCAD Release 2002 or newer.
- G. PS&E submittals at 65%, 95% and 100%(Final ) completion shall include six full-size (22"x34") and one half-size (11"x 17") sets of drawings, seven sets of Special Provisions, and seven Engineer's Estimates.
- H. Three conceptual alternatives will be developed and evaluated with regard to right of way, environmental and utility impacts only. One alternative shall be further evaluated and designed. The intersection "footprint" will be designed for the "build-out" configuration; the intersection striping and signing will be designed for an interim condition.
- I. A new single-span concrete slab bridge will be designed to covey Laguna Creek underneath the intersection. The bridge alignment shall be diagonal from the southwest to northeast quadrant of the intersection. The existing Laguna Creek structure underneath the intersection will be removed in its entirety. Analysis of alternative bridge alignments is not included in this AGREEMENT.
- J. Environmental Mitigation design, including planting plans, irrigation, and monitoring is not included in this AGREEMENT.



K. Acquisition of permits, including but not limited to environmental permits, is not included in the AGREEMENT.

#### TASK 1: PROJECT MANAGEMENT

CONSULTANT will provide project management for each task detailed in this scope of services for the design contract duration. The Project Manager will take a proactive approach in managing the plan development process, assuring that the key submittal schedules are met, and that CITY staff are kept current on project issues. Monitoring of Subconsultant's performance will be assured. Should any subconsultant not perform in a timely manner or is unable to meet contractual obligations, CONSULTANT will step in and meet the prime contractual obligations. Management activities will consist of meeting attendance, scheduling, coordination, community outreach and presentations quality control and project administration.

##### 1.1 Meetings

Project Development Team (PDT) meetings involving decision makers will be held to track the overall project and facilitate the flow of information between CITY and the CONSULTANT Team. Agendas, minutes showing action items, submittal logs, and data request logs will be prepared by CONSULTANT within five working days of the meeting. The kickoff meeting will be considered the first PDT meeting, and will be used to transfer relevant existing information to the appropriate design team members. Up to twenty (20) meetings are included in this task.

##### 1.2 Master CPM Schedule

A master CPM schedule will be prepared by CONSULTANT within the first two weeks following issuance of the Notice-to-Proceed. The schedule will include major project milestone dates and agency review periods for project submittals. Prior to each progress (PDT) meeting, the CPM schedule will be reviewed against project progress, and an action plan will be developed if necessary to ensure the project stays on schedule. The schedule will be updated as required throughout the duration of the project design.

##### 1.3 Coordination

CONSULTANT shall coordinate with the CITY and other stakeholder agencies as necessary to facilitate the successful delivery of the job. Subsequent to project initiation, we will develop a list of agencies that have a stake in this project.

The project will be designed in accordance with Sacramento county standards. Project specific memos will be created to document major design issues and decisions that occur throughout the project.

CONSULTANT shall assist in the preparation of permit applications via supplying information necessary to CITY such that CITY may obtain the requisite permits to allow the project to proceed to construction.

CONSULTANT will coordinate preparation of the Preliminary Design with the CITY's environmental document. We will provide requested design information, construction methodologies, estimates, etc.



CONSULTANT will hold utility coordination meetings throughout the project from verifying the existing utilities, to determining the conflicts, to developing a plan for relocation. CITY shall prepare the utility agreements.

#### 1.4 QA/QC Review

A project specific quality assurance/quality control (QA/QC) plan will be prepared based on CONSULTANT'S standard QA/QC Guide for Transportation projects and ISO 9001-2000. The plan will outline expectations of the CITY on items such as project deliverables, budgets, and schedules while providing the CONSULTANT Team members specific requirements to meet these expectations.

Design calculations and drawings will be independently checked, corrected when necessary and rechecked to assure that all revisions have been made prior to submitting the plans. Plans will be checked for conflicts and misalignments. An independent check will be performed on the plans by engineers that have remained independent of the original design, who will then resolve any discrepancies between the design engineers and the review engineers.

The QA/QC manager will direct a constructability review of the final PS&E package. The plans will be reviewed for conformity to design standards, constructability, and that the QA/QC plan has been followed.

#### 1.5 Project Administration

Project files will be maintained for the duration of this project.

Progress reports and billing statements will be prepared following the end of each calendar month. This task includes preparation and distribution of meeting minutes, project correspondence, billings and submittals.

### TASK 2: SURVEYS & MAPPING

#### *Mapping:*

Prepare Topographic Mapping by photogrammetric methods at a scale of 1 inch=20 foot with contours at on-half-foot intervals. Mapping limits to include approximately 1/4 mile on each leg of intersection, 200 feet wide on Sheldon Road and 300 feet wide on Bradshaw Road. Specific Tasks include:

- Set aerial targets
- Photograph site in stereo pairs
- Perform Mapping Control Surveys using GPS survey methods
- Photogrammetrist compiles mapping

#### *Design Surveys:*

Field survey will be performed to obtain the following information:

- Locate key bridge elements.
- Locate features for inclusion in mapping including surface utility features, signs, fences, trees larger than 8-inch diameter, storm drainage structures and culverts, surface drainage features including swales and ditches, sanitary sewer structures.
- Laguna Creek cross sections: 3 upstream and 3 downstream for hydraulic analysis



- Soil boring locations
- Utility pothole locations and depths
- Pavement conform grades

### TASK 3: PROJECT INITIATION

Upon receipt of a notice-to-proceed for the project, the first tasks will be to initiate the internal project controls and administration tools necessary to manage the project. These tasks include:

- Finalize the work breakdown structure and project schedule
- Assemble the project work plan for the project team
- Set up the project filing system
- Develop the project QA Plan
- Issue subconsultant agreements

CONSULTANT shall prepare a project work plan (PWP) which will define the responsibilities, communications protocol and limits of authority for the individual members of the design team, and summarize key design criteria documents.

The specific quality assurance and control requirements for this project will be summarized in a project-specific Quality Assurance Plan prepared by CONSULTANT. This plan will be an appendix to the PWP; as such, it will then be distributed to the entire project team. The plan will outline checking requirements and documentation and provide the required checklists to all CONSULTANT and subconsultant staff. As part of this plan, we will conduct third-party oversight reviews by our Quality Assurance Panel. Approximately 2 weeks prior to the 65%, 95% and 100% submittals, plan sets will be provided to the Panel and Project Manager for Review. These senior individuals will review the plans for good engineering practice within their disciplines and will also concentrate on the interfaces between the various project disciplines.

### TASK 4: FIELD INVESTIGATIONS

#### 4.1 Data Collection

Assemble existing and readily available data from the CITY, existing and planned land developments, utilities, drainage reports, traffic data, geotechnical data, right-of-way information, etc. This information will be logged as "Available Information". Information not available at the beginning of the project will be requested and logged in a "Data Request Log." This log will be kept up-to-date throughout the project.

#### 4.2 Field Review

Visit the site to review and record existing conditions. Existing electrical services, signal equipment, utilities, drainage facilities, etc. will be noted. The project site will be photographed. Once plans are developed, "plans in hand" field reviews will be conducted.

#### 4.3 Bridge Assessment

Based upon information obtained to date, it is assumed that the existing bridge will be replaced and no further evaluation of the existing bridge is warranted.





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## TASK 5: TRAFFIC ANALYSES / STUDIES

### *Data Collection*

CONSULTANT will collect available data for use in the existing, interim year, and build-out conditions analysis. Data requirements include the following:

- Previous traffic studies conducted for local-area development projects
- Existing roadway geometrics
- Existing AM and PM peak hour traffic counts
- Existing vehicle classification counts (up to 2 locations)
- Existing accident data (past three years – to be provided by the CITY)
- Location of existing and planned bicycle and pedestrian facilities

The team will collect AM and PM peak hour turning movement counts at the Bradshaw Road/Sheldon Road intersection and 24-hour vehicle classification counts on Bradshaw Road and Sheldon Road.

### *Existing Conditions Analysis*

To document existing conditions, CONSULTANT will analyze and study the intersection using the Synchro analysis software, which applies analysis procedures described in the *Highway Capacity Manual* (Transportation Research Board, 2000). The analysis results will contain AM and PM peak hour levels of service for the study intersection.

CONSULTANT will summarize and evaluate available accident data for the past three years at the study intersection. As appropriate, CONSULTANT will recommend modifications to the proposed project based on the accident evaluation.

In addition to traffic operations, CONSULTANT will identify the existing conditions of facilities and services related to transit, bicycling, and pedestrian activity in the project area.

### *Interim Year and Build-out Traffic Volume Forecasts*

CONSULTANT will develop AM and PM peak hour turning movement forecasts at the Bradshaw Road/Sheldon Road intersection for interim year and build-out conditions.

For interim year conditions, CONSULTANT will coordinate with CITY staff to identify local-area development projects likely to be constructed within the interim-year horizon (e.g., opening day plus five years). Once identified, we will manually add vehicle trips from these projects to the existing traffic counts from Task 2.0.

For build-out conditions, the CITY of Elk Grove General Plan travel demand forecasting (TDF) model will be used to develop AM and PM peak hour turning movement forecasts for the study intersection. Prior to generating the forecasts, CONSULTANT will confirm that roadway improvements outside Elk Grove are consistent with SACOG's Metropolitan Transportation Plan (MTP). Adjustments to the traffic model forecasts under build-out conditions will be made by adding the increment of traffic growth between the build-out and base year traffic forecasts to the existing counts.

### *Alternative Intersection Configurations*



The CONSULTANT team will work with the project team to develop three alternative intersection configurations to accommodate interim year traffic volumes, bicyclists, and pedestrians. Using the traffic forecasts, we will develop three preliminary intersection configurations using the Synchro analysis software for review by the project team. For each alternative, we will provide intersection level of service, delay, and vehicle queue lengths for critical turning movements. After receiving project team input, we will develop a preferred intersection configuration that we will evaluate in the task below.

*Traffic Operations Analysis*

CONSULTANT will analyze the study intersection using the traffic forecasts and the analysis procedures described above. The operations analysis will focus on the potential traffic impacts under the following scenarios:

1. Interim year conditions
2. Interim year with project conditions (for the preferred configuration)
3. Build-out conditions
4. Build-out with project conditions

The analysis results will contain AM and PM peak hour levels of service and turn-lane storage requirements for the study intersection. For transit, bicycle, and pedestrian facilities, we will focus on the consistency of the proposed project with existing and planned facilities or services and the goals and policies of the General Plan.

*Documentation*

CONSULTANT will document the results of our analysis in a draft traffic report. Comments will be incorporated and the Final Traffic Report will be submitted for approval.

**TASK 6: UTILITY COORDINATION**

The initial effort associated with utility coordination includes:

- *Coordination and Meetings* – Initial requests for utility information will be sent to each utility company. Meetings (maximum of 4) will be conducted with the impacted utility companies, both individually and as a group. The conceptual relocation plan will be developed and distributed to each company for their input, modification, schedule, and cost (if applicable).
- *Existing Utility Mapping* – Based upon the utility company information received in the above subtask, a master base map of utilities will be developed.
- *Utility Potholing* – The CONSULTANT team will coordinate required potholes with the respective owner. It is assumed the utility owner will provide pothole information. Potholing is not included in this scope of work.

The following is the CONSULTANT Teams approach to finalizing the utility relocations:

*Overhead Utility Relocation Coordination:* At this time it is not know if the utilities will be relocated as overhead, perhaps consolidated to one side of the street, or placed underground. We will provide a cost analysis to the CITY for the two options and then coordinate the option chosen by the CITY.



*Underground Utility Relocation Coordination:* The underground utilities may require relocation, or they may be able to be protected in place. CONSULTANT will evaluate these options, develop a cost analysis, and then coordinate the selected option.

*Utility Coordination Meetings:* We will coordinate and attend utility coordination meetings. Four such meetings are anticipated, one after the "A" plans have been sent out, one after the "B" plans have been sent out and two meetings in the field during the process of the project, to discuss utility relocation solutions and options. To facilitate the discussion of engineering issues, these meetings will also emphasize open lines of communication between all of the interested utility stakeholders, including the CITY.

*Coordination with CITY Divisions:* Coordination with the CITY divisions responsible for water and sewer systems is also essential. The CITY Utility Department will be included in all Utility Coordination Meetings as well as all correspondence with utility stakeholders. Design of new or relocated City utility facilities, such as water and sewer lines, is not included in this AGREEMENT.

*"B" Plans:* "B" Plans and Utility Information Forms will be sent to all applicable utility companies subsequent to the 90% plan submittal. "B" Plans are defined as plans that are 90 to 100 percent complete. The "B" Plans will be clearly marked as such and will identify potential conflicts with utility facilities. Prior to sending the documents to utility companies, we will obtain approval of the documents from the CITY.

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

Preparation and execution of Utility Agreements is not included in this scope of work.

#### TASK 7: HYDRAULIC STUDIES & COORDINATION

CONSULTANT shall obtain existing FEMA hydrology used in preparation of the Flood Insurance Rate Maps for this tributary to Laguna Creek and review methods and results. Assuming the hydrology for FEMA floodplain mapping is for existing land use conditions at the time of the study, CONSULTANT shall update to build-out conditions as per the current General Plan. CONSULTANT will meet with Sacramento County and CITY staff to discuss and get confirmation on all planned watershed land use conversions. Agreement on the specific hydrologic methods to use in making this update will be obtained. Following the coordination meeting, the hydrology at the bridge site will be recomputed and runoff peaks will be determined for the 10-, 50- and 100-year events.

#### TASK 8: HYDRAULIC REPORT

It is assumed that the creek will pass through a new single-span slab concrete bridge, underneath the intersection, in a similar alignment to the existing.

The hydraulics report will include an analysis of the existing hydraulic conditions at and adjacent to the site (water surface elevations and extent of any overbank flooding) and compare that to proposed bridge



and realigned streambed configurations. Up to three different channel configurations will be reviewed in order to meet freeboard requirements and maintain a flood-neutral project in both the upstream and downstream channel reaches. The bridge hydraulics will be performed using the one-dimensional hydraulic model, HEC-RAS developed by the US Army, Corps of Engineers. The bridge hydraulic will be run for the 10-, 50- and 100-year runoff peaks.

The hydraulics report will also identify areas of bank and bed erosion, recommend countermeasures.

**TASK 9: ALTERNATIVE ANALYSIS**

Three conceptual alternatives will be developed and evaluated with regard to right of way, environmental and utility impacts only. One alternative, the "selected" alternative shall be further evaluated with regard to cost, right of way, and feasibility. Preliminary layout plans for the alternative will be prepared and shall include proposed improvements, striping, grading limits, right of way and basemap. Conceptual traffic handling Plans and a preliminary cost estimate will be prepared.

**TASK 10: PRELIMINARY TRAFFIC HANDLING REPORT**

A Traffic Handling Report summarizing the following tasks will be prepared by CONSULTANT:

- Stage construction drawings
- Determination of queue lengths
- Identification of acceptable detour routes
- Identification of traffic management techniques to reduce delay

**TASK 11: ASSIST IN PUBLIC OUTREACH EFFORTS**

CONSULTANT shall support the CITY in its Public Outreach services by performing the following tasks:

- Preparation of Map Display for Open House
- Attendance at Open House
- Preparation of a site specific drawing for use by the right-of-way agent

**TASK 12: ASSIST WITH ENVIRONMENTAL DOCUMENT**

CONSULTANT will develop the environmental study map which will encompass the range of alternatives. The environmental study limit will be superimposed on an aerial photograph. Aerial photograph is to be provided by the CITY. The map will be developed in coordination with the CITY's environmental staff. Preparation of additional displays or drawings for use in environmental document or permit acquisition is not included in this scope of services.

**TASK 13: BASIS OF DESIGN REPORT**



CONSULTANT will prepare a Basis of Design Report to document the design decisions. Included in this report will be the controlling design criteria, key design decisions, and the preparation of a preliminary pavement delineation drawing. The drawing will include alignment, width and striping, key typical cross-sections. The drawing will also incorporate "ultimate" roadway features superimposed upon the proposed project.

#### TASK 14: GEOTECHNICAL INVESTIGATIONS

The key geotechnical elements of the project consist of:

- Foundation recommendations for new bridge.
- New pavement section recommendations for road widening.
- Evaluation of existing pavement sections and overlay requirements.
- Preparation of a geotechnical report to address the above geotechnical elements.

#### *Geotechnical Report*

##### *Project Preparation, Site Visit and USA*

CONSULTANT will perform site reconnaissance and review published geologic mapping. We will review pertinent CITY/County documents, as available, including any foundation data on the existing bridge. We will discuss the project design needs, issues and schedules, and assist in developing an efficient and cost effective approach to bridge construction.

We will mark the boring locations in the field, notify Underground Services Alert (USA), schedule the subsurface exploration and obtain a CITY of Elk Grove encroachment permit. The team assumes that the permit fee will be waived. Groundwater data published by the County of Sacramento indicates depth to groundwater greater than 80 feet; a County drilling permit is therefore not required for drilling to depths of 60 feet or less.

##### *Subsurface Exploration*

For the new bridge, CONSULTANT will drill and sample two test borings to approximate depth 60 feet, one near each end of the bridge. With four (4) weeks notice to CITY, it is assumed that all necessary rights of entry to the drill locations will be provided by the CITY, and that the field work can be accomplished under dry field conditions. The borings will be advanced using auger and/or rotary methods. An engineer/geologist will log the borings and direct the sampling. Groundwater elevations will be noted, if encountered. CONSULTANT will collect bulk and relatively undisturbed soil samples from the borings for laboratory testing. The borings will be backfilled with native cuttings and/or bentonite chips upon completion of drilling.

For new roadway design, CONSULTANT will core the existing pavement at one location along both Sheldon and Bradshaw Roads to determine the existing asphalt concrete and aggregate base thickness, and obtain bulk samples of the subgrade soil for laboratory testing. For drilling within the road, CONSULTANT will provide traffic control, including flagmen and the necessary cones, delineators and signage per approved traffic control plan.

##### *Laboratory Testing*



CONSULTANT will perform the following laboratory tests, as appropriate, on selected soil samples retrieved from the test borings.

- Moisture Content/Unit Weight
- Unconfined compressive and/or direct shear strength tests
- Corrosivity tests (pH, sulfates/chlorides and minimum resistivity)
- R-Value for pavement design.

#### *Engineering Analysis*

CONSULTANT will review and compile the subsurface data and laboratory test results. CONSULTANT will perform engineering analysis for the following:

- Foundation support for culvert.
- Site seismicity.
- New pavement design.
- Suitability of existing Sheldon/Bradshaw pavements for the proposed traffic index based on our pavement core data.
- Overlay design alternatives.
- Grading recommendations.

#### *Geotechnical Report*

CONSULTANT will prepare and submit a Geotechnical Report including conclusions and recommendations for the intersection improvements. The report will contain:

- Scope of work.
- Project and site description.
- Vicinity Map.
- Description of subsurface conditions.
- Discussion of geologic setting and site seismicity.
- "Log of Test Borings" drawing for bridge widening.
- Pavement core data.
- Laboratory test results.
- Geotechnical recommendations for type, level, allowable loading and installation conditions for bridge widening foundations.
- New pavement section recommendations.
- Overlay recommendations.
- Grading recommendations, including channel realignment if appropriate.
- Limitations of the report.

#### **TASK 15: APPROVED PAVEMENT DELINEATION PLAN**

Utilizing the information obtained in previous tasks, including the Basis of Design Report, the Pavement Delineation Plan (PDP) will be prepared to document the approved design concept. The PDP will include key roadway features such as alignment, striping, typical cross-sections and profile.



**TASK 16: PRELIMINARY ENGINEERING**

This task includes the following preliminary engineering items. A formal submittal is not included in this task.

Consultant shall:

- Prepare 30% preliminary drawings, including roadway width, fill, cut etc.
- Identify utility impacts
- Identify right-of-way requirements including temporary and permanent easements
- Update PDP
- Update and refine stage construction drawings
- Prepare Preliminary Cost Estimate

**TASK 17: RIGHT OF WAY ENGINEERING/MAPS/PLATS/LEGAL DESCRIPTIONS**

CONSULTANT will perform field surveys and prepare right-of-way documents in conformance with CITY standards.

**Right of Way Tasks**

- Research and define existing right of way and easements and include on base plan
- Include adjacent property information such as assessor's parcel number, owner name, and street address on base plan
- Obtain current preliminary title reports (maximum of ten) for affected properties within the project limits.
- Tie out and set reference points for monuments that will be disturbed during construction.
- File Corner Records as necessary.
- Prepare appraisal index map, legal description, acquisition plat, and acquisition exhibit for the proposed right of way takes (acquisition).

Appraisal Index Map shall include the following items:

- 200 scale, proposed right of way, proposed temporary construction easement, street names, existing visible surface structures
- Legend summarizing parcels and right of way takes
- North Arrow
- Assessor Parcel Numbers
- Owner's Name(s), total area, right of way area, and TCE area, tabulated as needed.
- Key map as needed
- Proposed right of way take area calculations (size and dimension)
- Temporary construction easement area calculations
- Property Boundaries
- Existing right of way and areas encumbered by roads and public utilities

Plat Map shall include:

- APN and reference to the appraisal index map to be included on each plat/exhibit
- Legend defining take areas, PUE, and TCE with calculated areas



- Right of way take area and remainder area, and the temporary construction easement in both acreage and square feet
- Existing easements and encumbrances in relation to right of way take
- Total parcel areas based on field resolved and/or computed boundaries and calculations
- Property owner name(s)
- Show North Arrow

Legal Descriptions shall include:

- Metes and bound legal description of the right of way take area as well as temporary construction easement
- Total parcel areas based on field resolved and/or computed boundaries and calculations
- APN

Aerial Right of Way Exhibit shall include:

- Existing and proposed easements and rights of way
- Existing primary features
- Proposed primary improvements
- Aerial photographic background (provided by CITY)
- North Arrow

Additionally, this task includes:

- Field Staking to Benefit Property Owner view of take area
- Field staking review of legal description and plat map before it is final
- Photo Aerial Exhibit (2' x 3') mounted on form board for City Manager

#### **TASK 18: RIGHT OF WAY APPRAISAL**

CITY shall prepare a "Notice of Decision to Appraise" letter to each of the affected property owners giving them the opportunity to meet personally with the appraiser to present any information they feel is relevant to the valuation of their property.

Inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.

Inventory all improvements affected by the proposed taking including notes on their manner of disposition (i.e. pay-for and remove vs. move back).

Perform market research to support the selected appraisal methodologies.

Prepare a complete summary appraisal report that conforms to the Uniform Appraisal Standards for Federal Land Acquisitions in a loose leaf binder (one original and one copy) and include a summary sheet to Owner, APN, right of way take (area calculations), land, improvements, damages and cost to cure values.

Prepare Valuation Summary Statements for each parcel.

Provide right of way parcel diaries with owners contact information.





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**TASK 19: RIGHT OF WAY ACQUISITION**

***Acquisition Services:***

CONSULTANT will provide complete acquisition services to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act), its amendments, and other pertinent laws and regulations, under the direction of CITY staff and in accordance with procedures described below:

1. Establish and maintain a complete and current record file for each ownership in a form acceptable to the City.
2. Maintain a right of way parcel diary report of all contacts and efforts made with property owners or his/her representative, i.e. personal calls, telephone calls etc., and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Originals or copies of all applicable written correspondence will be maintained in files.
3. Client will prepare and assemble standard acquisition contracts, deeds and related acquisition documents required for the acquisition of necessary property interests. A written reconciliation of the title matters affecting the acquisition shall be prepared for each property. All documents shall be submitted to a designated City representative for review and approval prior to presentation to the property owner.
4. Analyze litigation guaranties, approved appraisal reports, legal descriptions and other documents furnished by the City, and/or prepared by OPC as provided above, in sufficient detail to negotiate with property owners and other parties to acquire interests in real property required by the City. Unless otherwise authorized by the City, negotiations shall include personal presentation to the property owner of the written Offer to Purchase and related/required documents, the Appraisal Summary, along with an explanation of the project and acquisition process.
5. Follow-up and negotiate with each property owner, as necessary, and submit required justifications in writing to the City for review and approval prior to presentation of any settlement offer to the property owner. Generally, give owner approximately 30 days to consider initial offer before negotiations can be considered "critical".
6. Recommend "impasse letter" be sent by City staff for any parcel where, after diligent attempts (at least 3 personal calls) to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest. City will send final letter based on information and circumstances to be provided by OPC.
7. Within 3 to 5 calendar days of execution of documents by property owners, transmit to the City, for City Council approval and acceptance, acquisition documents executed by owners and other parties in interest. Each transmittal package shall include:
  - a) Fully executed and properly notarized Deed(s),
  - b) Fully executed acquisition contract (Acquisition Contract) with attachments, in triplicate, and



- c) A completed settlement memorandum, which summarizes, explains, and justifies, as applicable, the pertinent data relative to the transaction.
8. Prepare a written, bi-monthly status report based on the agreed-upon guidelines on information to be provided. Confer weekly with City verbally on general status, problem areas, and progress.

*Escrow Coordination or Eminent Domain Coordination:*

*Negotiated Settlement:* Assist the escrow/title company in the following:

1. Open escrow by submitting escrow instruction letter providing for title insurance coverage at the settlement amount with fully executed Acquisition Contract and notarized Deed.
2. Coordinate payment of just compensation and closing costs with escrow.
3. Upon receipt of returned original recorded deed, maintain the deed in Parcel File.
4. Upon receipt of title/escrow company's title policy, compare title matters in title policy to settlement memorandum for consistency.
5. Coordinate with title company to correct any title exception or legal description errors and have title company provide corrected title policy as necessary; retain policy in Parcel File.
6. Distribute conformed copies of executed contract as directed by the CITY.

*Settlement by Eminent Domain:* Assist the CITY Attorney with the following:

7. Prepare a letter, for the CITY signature, to CITY Counsel requesting proceeding to condemnation, with the following attachments:
  - a. A copy of the legal description of the property and estate to be acquired, including specific wording pertaining to the rights being acquired; (e.g. flowage easement, temporary construction easement conditions);
  - b. A Right of Way map of the property (to be provided by CITY);
  - c. A copy of the title report/litigation guarantee including supplements and copies of recorded encumbrances;
  - d. An identification of those items to be "taken subject to" and those items to be eliminated;
  - e. A list including grantor's name, property mailing address and assessor parcel number, and grantor's mailing address if different from property address, whether or not the parcel is a full ownership or portion of a larger ownership, the general location and total area of the parcel;
  - f. Suggested deposit amount(s) for the parcel and funding code as provided by the CITY.
  - g. A copy of the Parcel File, together with a copy of the Offer to Purchase, written correspondence, and Acquisition Contract and deed, which were mailed or presented to the grantor(s) during negotiations.

*Title Clearance*

1. Clearance of title matters as set forth in the settlement memorandum, which shall include but not be limited to, payment of taxes due, and the securing of full or partial releases, subordination and/or re-conveyance from lien holders of record.
2. Coordinate escrow activities on behalf of the CITY, and coordinate payment of just compensation to property owners.



**TASK 20: PREPARATION OF PLANS & ESTIMATE**

Preparation of Plans, Specifications, and Estimate shall include all details necessary to construct the roadways, bridge, creek widening, drainage facilities, electrical facilities, etc.

*65% Plans and Estimate*

This task develops the plans, specifications, and quantities for the 65% PS&E set. Previous review comments will be responded to in writing. Plans shall be prepared at 1" = 40' scale. Details shall be prepared at 1" = 20'. It is assumed that the major roadway geometry will be agreed upon before beginning this task.

*Roadway Plans*

Roadway plans anticipated for this project include the following:

- Title Sheet
- Typical Cross Sections
- Plan and Profile
- Construction Details
- Erosion Control
- Drainage & Utility Plans
- Construction Staging
- Traffic Handling/Construction Area Signs
- Pavement Delineation & Signing Plans
- Traffic Signal Plans

*Roadway Improvement Plans*

The roadway improvement plans will consist of the following items: Title Sheet, Typical Sections, Layouts & Profiles, Construction Details, Erosion Control, and the sheets listed below:

*Drainage / Utility Plans*

Drainage plans will be developed in coordination with the roadway plans and adjacent developments. The limit of improvements will be within the proposed project Right of Way and limits of improvements. The plans will be coordinated with other items to avoid or resolve conflicts.

Based on comments from the utility companies, pothole information, and surveys, utility plans will be prepared showing the existing utility information and the proposed improvements, including work by others. Negotiation on utility liability (costs) and preparation of utility agreements with the affected utility companies is not included in this scope. Any design services for utility relocation work by others, is not included in this scope of work.

*Stage Construction/Traffic Handling/Construction Area Signs*

The project will be designed to minimize impacts to local traffic and businesses during construction. Plans will be prepared that show stage construction of the project and specific traffic handling for each stage. CONSULTANT's staff will review constructability of the proposed plan and will review findings with CITY staff.



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*Signing and Striping*

Signing and striping plans will be finalized during this task. Proposed sign locations will be reviewed for conflicts.

*Electrical*

Traffic Signal plans will be prepared for the Bradshaw Road / Sheldon Road intersection. Lighting Plans are not included in this scope of work.

*Bridge Design and Plans*

The existing bridge will be replaced with a new bridge. The structure will be a single-span standard plan cast-in-place, reinforced concrete (CIP RC) slab bridge. The alignment will be diagonal to the intersection, similar to the current bridge location. It is anticipated that support for the alternative analyses in the form of advance planning study level general plan(s) will be prepared for the preferred alternative. The structure type is anticipated to be limited to a CIP RC slab, with configurations delineated for two (2) locations and construction staging schemes. Construction cost estimates for the APS will be based on current Caltrans construction cost data and will be limited to square foot type estimates.

**Superstructure and Substructure Design:** The superstructure will be designed to meet the requirements of the Caltrans (CT) Bridge Design Specifications Manual. Design loading on the superstructure will include HS20-44, Permit, and Alternative Vehicle live loads. The anticipated bridge will conform to the standard plan cast-in-place, reinforced concrete (CIP RC) slab bridge design described in CT Bridge Design Aids, Chapter 4 (BDA 4). The substructure configuration will be based upon the recommendations of the geotechnical engineer and shall conform to the typical types described in BDA 4.

**Seismic Design:** Configurations of the proposed structure will be limited to those which conform to the basic assumptions used for the tabulated standard slab designs, including limitations on foundation exposure due to calculated scour. Requirements in the recent Caltrans Seismic Design Criteria and the Caltrans Memo to Designers Manual will be met in the design of the members.

Architectural treatment for bridge is not included in this AGREEMENT.

*Special Provisions*

Draft Technical Special Provisions will be prepared for each project element within CONSULTANT's scope of work per Sacramento County Standard Special Provisions, with modifications to coordinate with any CITY Special Provisions. It is assumed that the boilerplate information for the specifications will be provided by the CITY.

*Quantities & Draft Project Estimate*

Quantity calculations will be performed for all items included in the 65% PS&E Package. A draft Engineer's Estimate will be developed.

*95% PS&E*

PS&E – This task will consist of the preparation and submittal of a complete set of checked plans ready for bidding. CONSULTANT will perform the following activities within the 95% PS&E phase:



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- Incorporate and provide written response to 65% review comments, with justification for each comment not incorporated.
  - Attend meetings stemming from 65% submittal review comments with the CITY to resolve all issues.
  - Update and submit the design plan sheets.
  - Update and submit the special provisions.
  - Update and submit construction quantities and cost estimate and support calculations.
  - Finalize right-of-way acquisition support documents.
  - Perform in-house quality control reviews.

#### *100% PS&E*

PS&E - This task incorporates comments from the 95% PS&E and produces Final PS&E (100%) ready for CITY review and CITY advertisement for bids.

- Prepare 100% Final PS&E
- Engineer's File – CONSULTANT will prepare and submit a Resident Engineer's File in accordance with Sacramento County Standards.

#### TASK 21: BIDDING ASSISTANCE

CONSULTANT will assist the CITY during the construction bidding period by responding to technical questions relative to the plans, special provisions, and quantity estimates; prepare addenda if required; be available at the bid opening; and assist with the evaluation of the bids.

#### TASK 22: ENGINEERING SERVICES DURING CONSTRUCTION

CONSULTANT will participate in one construction kick-off meeting, one partnering meeting, and up to two construction meetings. Task includes up to 36 hours of contract change order review and up to 24 hours of construction staking interpretation.



**EXHIBIT B**

**Compensation and Method of Payment**

Base Labor

Classification	Avg. Hourly Rate	Hours	Extension	
Project Manager	\$ 74.25	280	\$20,790.00	
Principal Engineer	\$ 54.25	670	\$36,347.50	
Senior Engineer	\$ 44.50	484	\$21,538.00	
Engineer	\$ 35.00	500	\$17,500.00	
Assist. Eng/CAD	\$ 29.50	2306	\$68,027.00	
Clerical	\$ 21.25	128	\$ 2,720.00	
<b>Total Base Labor</b>				<b>\$166,922.50</b>
Fringe Benefits	43% of Base Labor			\$ 71,776.68
G&A Overhead	92% of Base Labor			\$153,568.70
<b>Total Labor + Overhead</b>				<b>\$392,267.88</b>
Other Direct Costs				
Subconsultants				\$226,455.20
Travel				\$ 1,000.00
Postage/Delivery				\$ 1,500.00
Reproduction				\$ 7,500.00
<b>Total Direct Costs</b>				<b>\$236,455.20</b>
Fee	(10% of Total Labor plus Overhead)			\$ 39,226.79
<b>Total Engineering Fee</b>				<b>\$667,949.86</b>

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

**CERTIFICATION**  
**ELK GROVE CITY COUNCIL RESOLUTION NO. 2005-13**

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 19<sup>th</sup> day of January 2005 by the following vote:*

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

**NOES 0:       COUNCILMEMBERS:**

**ABSTAIN 0: COUNCILMEMBERS:**

**ABSENT 0: COUNCILMEMBERS:**



A handwritten signature in cursive script, appearing to read "Peggy E. Jackson", written over a horizontal line.

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