

**RESOLUTION NO. 2004-110**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH  
T.Y. LIN, INTERNATIONAL FOR PROFESSIONAL CONSULTANT SERVICES FOR  
SEGMENT 3 OF THE BOND ROAD WIDENING PROJECT**

**WHEREAS**, widening Bond Road holds a high priority in the City of Elk Grove Transportation Improvement Program; and

**WHEREAS**, the City of Elk Grove requires professional consultant services, including right-of-way engineering and preparation of construction bid documents, for Segment 3 of the Bond Road Widening Project; and

**WHEREAS**, the City of Elk Grove issued a Request for Proposals for professional consultant services required for the Bond Road Widening Project; and

**WHEREAS**, T.Y. Lin, International was determined to be the most qualified firm to provide professional consultant services required for the Bond Road Widening Project.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove hereby authorizes the City Manager to execute a contract with T.Y. Lin, International for professional consultant services required for Segment 3 of the Bond Road Widening Project in an amount not to exceed \$362,960.

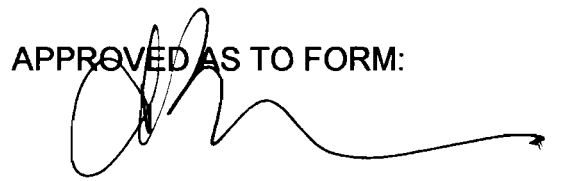
**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 2nd. day of June 2004.

  
SOPHIA SCHERMAN, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

  
PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:

  
ANTHONY B. MANZANETTI,  
CITY ATTORNEY

# CITY OF ELK GROVE



CONTRACT FOR

T.Y. LIN, INTERNATIONAL - CONSULTANT

Segment 3 of the Bond Road Widening Project



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CONTRACT FOR  
T.Y. LIN, INTERNATIONAL - CONSULTANT

THIS CONTRACT is made and entered into between City of Elk Grove, a Municipal Corporation ("City") and T.Y. Lin, International ("Consultant"). City and Consultant agree as follows:

1. SCOPE, TERM AND STANDARDS:

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

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



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

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

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

**D. TERM**

Except as provided in Sections 6 and 19, below, this Contract shall terminate no later than December 31, 2005.

**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 Segment 3 of the Bond Road Widening Project.

**2. EMPLOYMENT STATUS OF PERSONNEL**

**A. AGENT OF CITY.** For the purposes of performing the services provided for in this Contract, and for the purpose of giving official status to the performance thereof where necessary, every Consultant officer and employee engaged in the performance of any service under this Contract shall be deemed to be an agent of City while performing such services, provided that such services are within the scope of this Contract and are purely municipal functions. Notwithstanding the agency relationship established by this subsection, City shall not be liable for any act or omission of any Consultant officer



or employee performing the services provided for in this Contract, unless specifically provided for in this Contract.

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

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

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

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

**3. TIME OF PERFORMANCE:**

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

**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 \$362,960.00 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. SUPERVISON, 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 is 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



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

8. PROPERTY OF CITY:

A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY.

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

B. CONSULTANT TO DELIVER CITY PROPERTY.

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

9. CONFLICTS OF INTEREST

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

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



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10. CONFIDENTIAL INFORMATION

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

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

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

11. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES

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

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

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.



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

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

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

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

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

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

**(3) Professional Liability.**

The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. As an alternative there may be a limit of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) per project aggregate. If any professional liability policy is written on a "claims made" basis, such policy, and any succeeding policy must be specifically endorsed to show that "prior acts" occurring at anytime after the inception date of this Contract will be covered. Upon termination of the Contract with the City, the same professional liability insurance requirements will apply for a three (3) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.





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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 T.Y. Lin, International  
Teri Zink, Project Manager  
10365 Old Placerville Road, Suite 200  
Sacramento, CA 95827  
(916) 366-6331

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

City of Elk Grove  
**T.Y. Lin, International**  
Re: Segment 3-Bond Road Project



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:   
\_\_\_\_\_  
Craig Drake, Vice President

Approved as to form:

**CITY OF ELK GROVE**

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

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



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

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

CONSULTANT

A handwritten signature in black ink, appearing to read "Craig Drake", is written over a horizontal line.

Craig Drake, Vice President



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## EXHIBIT A

### Scope of Work

#### Task 1 – Project Scoping

##### Task 1A – Kick-off Meeting and Preliminary Research

The T.Y. Lin International Team (TYLI) will meet with the City of Elk Grove (City) staff to review the project and defined the roles of the project participants. Key issues will be discussed and the project scope and schedule will be finalized.

Available data will be updated by TYLI as necessary from the City, and the County of Sacramento (County), including schematic layout plans, private improvement plans, right of way and parcel maps, utility and drainage plans, traffic data, as-built plans, maintenance records, and other applicable documents and data.

**Deliverable:**

- **One copy of the project information binder including scope of services, schedule, fee, invoicing procedures, and project contact list**

#### Task 2 – Project Management

TYLI will manage the project through a combination of schedule and budget tracking. Coordination and status meetings will be held monthly to review project status, address design issues, obtain any necessary approvals, and monitor costs. Close contact will be maintained between the TYLI Project Manager, the City Project Manager, and subconsultant personnel.

Each month, progress reports will be prepared and submitted to the City together with invoices. The progress reports will identify work completed to date, work anticipated for the next month, utility coordination information, action items necessary to keep the project on track and moving forward, and a contact tracking record. TYLI will also prepare a CPM schedule to track and control work on the project including design, right of way, permitting and construction. A revised schedule will be prepared and submitted at each monthly project status meeting.

TYLI will provide internal quality control on products submitted to City. Quality control will be accounted for and shown on the project schedule.

**Deliverable:**

- **Monthly progress report with contact tracking record, schedule updates, and invoice.**

#### Task 2A – Project Status Meeting

TYLI will facilitate a maximum of five (5) project status meetings as the project progresses to completion. The meetings will include a discussion of project issues, schedule, budget and scope. For each meeting, TYLI will arrange for the appropriate participants to attend, prepare a meeting agenda in consultation with the City Project Manager, and distribute the agenda to attendees prior to the meetings. TYLI will distribute meeting minutes to each of the attendees for review and comment within one week of each meeting.

**Deliverable:**

- **Agendas and meeting minutes for each meeting.**



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**Task 2B – Development Coordination**

There are two (2) know developments within the limits of the Bond Road Widening Segment Three project. These are at the north side of Bond Road between Whittimore Drive and the County Sheriff's Facilities and at the northwest quadrant of the Bond and Waterman Road intersection. TYLI will coordinate with these development projects regarding proposed improvements to Bond Road at these locations. Improvements to be incorporated into the project that are proposed by the developments will be reviewed and approved by the City prior to being incorporated in the Segment Three Design.

**Task 3 — Field Surveys, Topographic Mapping, and Right of Way Engineering**

**Task 3A — Field Surveys and Topographic Mapping**

**Field Surveys**

Worldwide will perform additional topo surveys at the Sacramento County Sheriff Substation and along Waterman Road 250' southerly of the existing base map limits. The additional 250 feet of roadway will be surveyed at cross section interval of 50 feet; standard cross-sectioning techniques and intermediate survey ties will ensure accurate ground modeling. Each cross section shall extend from fence to fence including one shot to depict the topography beyond each fence.

The topo survey at the sheriff substation will extend northerly from the face of the substation building to the southerly edge of the existing base mapping, all visible surface utilities such as street lights, utility poles, fire hydrants, utility maintenance holes, valves, invert elevations will be obtained and coordinated.

Surveyors will provide field surveys and office data reduction for a maximum of twenty (20) utility pot holing locations located within the project corridor. Within the UPRR corridor, utility paint marks that delineate an existing fiber optic line will be surveyed and plotted. The Project digital terrain model will be revised

**Base Plan Revisions**

All field surveys as described above will be reduced into digital AutoCAD file format, the additional information will be prepared in such a way that can be inserted into the existing base mapping.

**Deliverables:**

- **Surveys for the identified utility potholes, horizontal and vertical locations, for a maximum of twenty (20) additional locations within Segments 1, 2 and 3.**

**Task 3B — Right of Way Engineering**

TYLI will obtain necessary title reports, parcel maps, record of surveys, deeds and other documents as needed to prepare Right-of-Way Appraisal Maps and Plats and Legal Descriptions. Right-of-way acquisition documents will be prepared in accordance with City standards. Legal Descriptions and Exhibit Plats will be prepared for the City of Elk Grove combining the roadway acquisition parcels and community service district parcels into one single parcel.

TYLI will prepare Appraisal Maps, Plats and Legal Descriptions for right of way acquisition activities. The Acquisition Maps will be drawn at a scale of 1"=40'. They will show existing topography, existing utilities, existing and proposed right-of-way, existing and proposed centerlines, property lines, survey monuments, assessor's parcel information, proposed temporary and permanent right-of-way acquisitions, and the gross parcel area and acquisition parcel area. Existing easements and features will be clearly marked and identified. One (1) plat map will be prepared for each affected parcel reflecting right of way for roadways, community services district, and permanent easement requirements. Legal descriptions associated with each parcel for right-of-way takes and permanent and temporary easements will be prepared. Descriptions will be checked for closure and closure calculations provided. The plats and legal descriptions will be prepared in accordance with the City's standards.

*Filing a record of survey with the County Surveyor is required by the Land Surveyors Act to resolve significant discrepancies in record information. If a significant discrepancy is found, it will be resolved along with the overall project resolution effort. The cost of preparing and filing the ROS, if required, will be determined separately and is not included in this scope of work.*



TYLI will prepare a Right of Way Key Map exhibit for tracking right-of-way acquisition activities. The map will be prepared at a scale sufficient to show the required acquisitions. The map will include right-of-way takes, permanent and temporary easements, utility easements, assessors parcel information for each parcel involved, a tabular listing of owners with addresses, and legend. The map will be reflect the different types of acquisitions and will be updated for status meetings to show the progress of the acquisition activities.

**Deliverables:**

- **One (1) complete set of individual property plats & legal descriptions for acquisition purposes to include the following:**
  - ✓ **Plat maps for two (2) individual parcels located within Segment Three;**
  - ✓ **A maximum of four (4) legal descriptions and plats covering the identified takes and easements located within Segment Three.**
- **One (1) Right of Way Key map with a maximum of five (5) updates**

**Revised legal descriptions for Segments 1 and 2 that combine roadway acquisition parcels and community service district parcels into one single parcel**

**Task 4 — Geotechnical Evaluation and Report**

*Not included in this scope of work. Completed under separate contract. The Project will conform with the Final Geotechnical Report for the Bond Road Widening Project, prepared by ENGEО, Inc.*

**Task 5 — Preliminary Design**

*Not included in this scope of work. Completed under separate contract. The Project will conform with the Preliminary Stripping Plan for the Bond Road Widening Project approved November 12, 2003.*

**Task 6 — Mitigation Monitoring and Reporting Program (MMRP) Coordination**

*Not included in this scope of work. Completed under separate contract. The Project will conform with the Environmental Document and MMRP prepared for the Bond Road Widening Project, prepared by the City.*

**Task 7 – Utility Coordination**

**Task 7A – Utility Research and Information Request**

*Not included in this scope of work. Completed under separate contract.*

**Task 7B – Utility Verification Letters and Conflict Identification**

TYLI will identify conflicts between the design and the utility facilities. Pot holing requirements will be developed with the Utilities and the City and the *pot holing* for a maximum of 5 locations will be performed. Traffic control for one (1) day is anticipated. Results of the pot holing will be added to the plans,

Utility “B” letters requesting final verification of facilities and identification of conflicts with the proposed design will be prepared for City approval and sent to the various utility companies along with the plans (at a 65% completion level). TYLI will identify the utility conflicts on the plans.

**Deliverables:**



- **One (1) copy of each Utility Verification and Conflict Identification Letter (Utility “B” Letters) with attachment for Segment Three;**
- **One (1) copy of the Pothole Data for Segment Three.**

**Task 7C – Utility Relocation Request**

Utility “C” letters identifying final relocation requirements based upon the Final Plans will be prepared for distribution by the City to the affected companies.

**Deliverables:**

- **One (1) copy of each Utility Relocation Request Letter (Utility “C” Letters) with attachment for Segment Three.**

**Task 7D – Utility Coordination Meetings**

TYLI, in conjunction with City, will facilitate a maximum of two (2) utility coordination meetings for the proposed project as required. These meetings will include a discussion of utility issues including utility company reviews, and utility relocations. For each meeting, TYLI will arrange for the appropriate participants to attend, prepare a meeting agenda in consultation with the City Project Manager, and distribute the agenda to attendees prior to the meetings. TYLI will distribute meeting minutes to each attendee for review and comment within one week of each meeting.

*There are no known new water or sewer facilities required as part of Segment Three. Costs associated with any new water and sewer facilities identified, will be determined separately and are not included in this scope of work.*

**Deliverable:**

- Agendas and meeting minutes for each meeting.

**Task 8 — Final Design**

TYLI will perform the detailed design and coordinate between the various project participants for the Bond Road widening projects for Segments 3. TYLI will obtain design approval from the appropriate agencies and will produce the plans, specifications, construction cost estimate (PS&E) and a Storm Water Pollution Prevention Plan (SWPPP) for the proposed project. The PS&E packages will include on-site environmental mitigation, traffic signals and signal interconnects, street lighting, landscaping and irrigation, best management practices for storm water mitigation, traffic handling, and permitting conditions. The PS&E submittal is anticipated to include the following:

**SEGMENT THREE – WHITTEMORE DRIVE TO WATERMAN ROAD @ SEGMENT TWO**

<b>Description</b>	<b>Number of Plan Sheets</b>
Cover Sheet	1
Typical Cross Sections	1
Survey Control	1
Layout Plans and Profiles	3
Construction Details	3
Utility Plans	3
Drainage & Details	2
Construction Traffic Control and Staging	1
Striping	2
Summary of Quantities	2
Landscaping & Irrigation	8
Traffic Signal Plans (Complete) – Whittemore Drive	1
Traffic Signal Plans (Conduit Only)- Crowell Drive	2





Lighting & Signal Interconnect Plans & Schedules	2
Specifications	
Engineer's Estimate	
<b>Total Plan Set</b>	<b>32</b>

**Task 8A — Prepare 65% Plans, Specifications and Estimate (PS&E)**

TYLI will prepare 65% PS&E conforming to City format requirements, the Approved Preliminary Striping Plans and the approved Environmental Document. This submittal will include the Roadway Plans, the first draft of the specifications, and the engineer's estimate. TYLI will conduct an *independent quality assurance and quality control (QA/QC) review* of the 65% Plans and incorporate appropriate revisions prior to submitting to the City.

Comments that arise from the *City's 65% review* will be responded to and incorporated as appropriate prior to beginning the 95% PS&E.

The 65% PS&E will be completed within 120 calendar days after TYLI receives the Notice to Proceed from the City of Elk Grove.

**Deliverables:**

- Five (5) sets of half-size (11x17) copies of the Segment Three 65% PS&E.
- One (1) copy of "65% PS&E Response to Comments"

**Task 8B – Prepare 95% PS&E**

Following completion of the 65% review and comments, TYLI will proceed to the 95% submittal. Plans, quantities and the itemized construction cost estimate will be updated along with general and technical specifications. TYLI will conduct an *independent QA/QC review* of the 95% PS&E and incorporate appropriate revisions prior to submittal to the City.

Comments that arise from the *City's 95% review* will be responded to and incorporated as appropriate prior to beginning the Final PS&E.

The 95% PS&E will be completed within 170 calendar days after TYLI receives the Notice to Proceed from the City of Elk Grove.

**Deliverables:**

- Five (5) sets of half-size (11x17) copies of the Segment Three 95% PS&E. ;
- One (1) copy of "95% PS&E Response to Comments".

**Task 8C – Prepare SWPPP**

TYLI will prepare a *Storm Water Pollution Prevention Plan (SWPPP)* in conformance the requirements of the Sacramento Stormwater Management Program, Chapter 6 – City of Elk Grove Specific Implementation Plan. The plan will be prepared utilizing the plans and developed concurrently with the 95% milestone.

The latest requirements of Sacramento County's Erosion and Sediment Control Standards and Specifications and the City of Sacramento's Guidance Manual for On-Site Stormwater Quality Control Measures will be used. The SWPPP shall include best management practices for construction activities for erosion, sediment, and water quality control measures. To the greatest extent practicable, temporary and permanent facilities will be overlapped to minimize disturbances and costs. The SWPPP will be prepared for *use by the City*. Comments that arise from the *City review* will be responded to and incorporated as appropriate prior to final submittal.



**Deliverables:**

- **Five (5) sets of half-size (11x17) copies of the draft SWPPP;**
- **One (1) copy of “Response to Comments”;**
- **Five (5) sets of half-size (11x17) copies of the approved SWPPP with comments incorporated.**

**Task 8D – Prepare Final PS&E**

Following completion of the 95% review and comments, TYLI will proceed to the final submittal. Plans, quantities and the itemized construction cost estimate will be completed along with general and technical specifications, with all comments incorporated and ready for advertising for construction. TYLI will conduct an *independent QA/QC review* of the final PS&E to ensure appropriate revisions have been incorporated prior to advertising for bidding.

Final PS&E will be completed within 220 calendar days after TYLI receives the Notice to Proceed from the City of Elk Grove.

**Deliverables:**

- **One hundred (100) sets of the Segment Three Final PS&E (Construction Contract Documents). Construction plans are to be half-size (11 x 17).**
- **One (1) one reproducible copy of the construction contract documents including full size mylar originals of the construction drawings.**
- **Itemized construction cost estimate.**

**Task 9 — Right of Way Acquisition**

A review of land acquisition procedures for the project will be completed and any forms to be utilized for the required services will be assembled and an Acquisition and/or Relocation brochure, summarizing the land acquisition and relocation process will be prepared. The relocation brochure will be provided to residential occupants affected by the project.

TYLI will coordinate the right-of-way appraisal and acquisition process with the City and County. All services will be performed in full conformance with Federal and State laws, the City and County’s procedures, and the Uniform Relocation Assistance and Real Property Acquisition Properties Act.

Right of way acquisition services for Segment Three activities will be provided for two (2) parcels. In addition, services will be provided for two (2) parcels at the southeast quadrant of the Bradshaw and Bond Road Intersection.

*The right of way engineering documents required at the Bradshaw intersection will be provided by others.*

**Task 9A - Appraisal and Appraisal Review**

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

An appraisal will be completed for each property in accordance with Federal and State policy. Each property owner will be contacted and offered the opportunity to accompany the appraiser during the inspection of the property. An appraisal report will be prepared for each parcel including, at a minimum, the following information:

- The purpose and function of the appraisal, including limiting factors and conditions.
- Description of the physical characteristics of the property being acquired in addition to the highest and best use of property.



- A discussion of all relevant and reliable approaches to value. In most cases this will necessitate the use of the sales comparison approach only.
- A description of comparable sales used in the determination of value.
- A statement of the value of the property rights to be acquired, including damages to the remainder.
- A signed certification of the appraiser, and the effective date of the valuation.

A goodwill appraisal will be prepared, if necessary, for the business. This appraisal will meet the standards for professional appraisals. The appraisal will estimate the loss of business goodwill, if any.

An appraisal review will be completed for each acquisition in accordance with Federal and/or State policy. The appraisal review shall include a check of all mathematical calculations and a determination that all relevant and appropriate appraisal methodologies have been employed. The reviewed appraisal shall be forwarded to City for the purpose of establishing the amount of just compensation in accordance with Federal and State laws.

**Deliverables:**

- **One (1) copy of each completed appraisal for five(5) parcels for the project and the Bradshaw/Bond intersection (Segment 2).**

**Task 9B - Title and Closing Services**

The TYLI team will insure that all closings are accomplished in a timely manner through continued coordination with the title company handling the escrows. These services include:

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

**Deliverables:**

- **One (1) copy of each completed property acquisition report for each parcel, including pertinent correspondence and files for a total of five (5) parcels for both the project and the Bradshaw/Bond intersection (Segment 2).**
- **Title reports for twenty one (21) parcels.**



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**Task 9C – Acquisition Process**

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

- Prepare the offer letter and other related documents based upon the review appraiser's accepted fair market value.
- Prepare purchase agreement and conveyance documents.
- Meet with property owners to discuss the project in general, review right-of-way maps and legal descriptions, confirm information about occupants/owners, and make the official first written offer.
- Explain the offer; maintain follow up contacts and to secure the necessary documentation upon acceptance of the offer for closing.
- Respond to property owner inquiries verbally and in writing.
- Maintain contact reports for each parcel with all pertinent information and contacts concerning the parcel.
- Maintain parcel files of original documentation related to the purchase of the real property.
- Provide recommendation and supporting documentation for consideration during the administrative review process.
- Continue personal negotiations with property owner until agreement is reached with the owner, or impasse is reached. Negotiations shall consist of a minimum of three personal contacts.
- Transmit signed purchase agreements to the City promptly for acceptance and processing.

**Deliverables:**

- See Task 9B Deliverables.

**Task 9D – Relocation Assistance**

The TYLI team will provide relocation assistance services including the following:

- Preparation of the Relocation and Assistance Program entitlements in accordance with the Federal and/or State Uniform Relocation Laws and Regulations.
- Participate in informational meetings and/or public hearings.
- Prepare relocation plans and analysis.
- Conducting a personal, on-site interview of displaced businesses and consider business relocation needs and special zoning requirements.
- A review of the availability of replacement business sites and a comparison to the needs of the relocated business.
- Inform the business of available relocation assistance, explain the relocation process, and provide advisory assistance to displaced business (i.e. the explanation of entitlements and eligibility; obtaining accurate inventories of personal property to be relocated; obtain cost estimates and/or verification of actual cost incurred; and assistance in completing documentation for payment of entitlements.)



- Provide relocation advisory and financial assistance to residential occupants. (I.e. the explanation of entitlements and eligibility; computation of replacement housing entitlements; advisory assistance in locating replacement property; and assistance in completing documentation for payment of entitlements.)
- Distribute Relocation Assistance brochure, Notice to Vacate, and other notices as required.
- Monitor the move of personal property to replacement location.
- Prepare necessary payment documentation and deliver reimbursement checks and other appropriate payments to displacees.
- Maintain current and accurate parcel records and contact diaries for the relocation.
- Assist displacee in filing appeals and provide the Agency with documentation of activities for any appeal received.

#### **Task 9E - Condemnation Support**

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

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

#### **Deliverables:**

- **Following impasse, any court preparation or testimony work performed by the TYLI team shall be authorized by the City and is not included in this scope of work. The assistance authorized shall be negotiated separately on a time and materials basis.**

#### **Task 10 – Permitting Requirements**

Permits being prepared by the City as part of the environmental processing will be coordinated with the design. Project plans and mapping will be provided for use in the application preparation. The following pre-construction permits are included:

- U.S. Army Corps of Engineers (Corps), Section 404 Permit
- State Water Resources Control Board (SWRCB), 401 Water Quality Permit

This project will require a permit from the SWRCB for the NPDES General Construction Permit for Construction Disturbances. A Notice of Intent (NOI) will be prepared for the City to submit to the Regional Water Quality Control Board (RWQCB) for review and approval of the project as part of the permitting process. TYLI will coordinate and prepare the permit for processing by the City. TYLI will meet with the RWQCB and the City to determine the permitting and project requirements. The project requirements will be incorporated into the design, as agreed upon by the City, and the NOI will be prepared for submittal to the RWQCB. The City will pay the \$700.00 fee required for the NOI to the State Water Resources Control Board.

#### **Deliverables:**

- **Three (3) sets of half-size (11x17) copies of the Segment Three PS&E for the USCOE Permit activities.;**



- Two (2) copies of the completed NOI application, including attachments for the Segment Three PS&E.;
- One (1) copy of "Response to Comments".

#### **Task 11 - Bidding Assistance**

TYLI will provide assistance to the City during the bidding phases of the Segment Three project. This will include consultation and interpretation of the contract documents during the advertising of the project, assisting City in preparing addenda to the PS&E packages during the advertisement periods, and attending pre-bid meetings and bid openings.

##### **Deliverables:**

- Personnel support not to exceed forty four (44) hours to provide assistance for the Segment Three construction contract. If additional assistance is required it shall be negotiated separately on a time and materials basis.

#### **Task 12 - Construction Assistance**

The TYLI team will prepare grid grade notes at 25 foot intervals (or less as needed) and at all changes in horizontal and vertical alignment such as beginning of curves, end of curves, angle points grade breaks, flow lines and grading catch points.

In addition, TYLI will assist the City in the review and approval of submittals, preparation of contract change orders, responding to requests for information, provide interpretation of construction documents and producing as-built drawings.

##### **Deliverables:**

- Construction staking (grid grade) notes for the Segment Three construction contract, 8½ x 11 page format;
- Personnel for design support assistance not to exceed one hundred and sixteen (116) hours. If additional assistance is required it shall be negotiated separately on a time and materials basis.

#### **Task 13 – Non Standard Seismic Analyses (2 Bridges)**

TYLI conducted non standard seismic analyses for the Waterman and Bond Road bridges at Laguna Creek. For the initial scope of the Bond Road project it was assumed that a transverse pushover analysis on one existing bent would be adequate to determine the seismic demands on the structures. This is standard practice for analysis of concrete slab bridges. However, after more detailed design and field investigations, we determined that the structure used non-standard column sizes and non-standard column and superstructure reinforcement. We also found that multiple scour conditions were affecting the structure. Therefore, we needed to perform additional analysis to determine that the columns and superstructure met the Caltrans Seismic Design Criteria V1.2.

The additional analysis consisted of the following:

1. Since the superstructure reinforcement cut-off locations were determined for normal loading, the seismic moment from the columns into the superstructure was checked at various locations to ensure that the plastic moment occurred in the columns and not the superstructure.
2. Since the column moment capacity was greater than the standard Caltrans pile extension, and the bent cap used different reinforcement than the standard Caltrans bent cap, the cap had to be checked to ensure that the plastic moment occurred in the column and not in the bent cap.
3. It was initially assumed that the deck reinforcement layout would be similar to the as-built drawings, but after further investigation, it was determined that the splice lengths and locations needed to be modified. Therefore, additional time was required to lay out the allowable splice zones and for the detailing of these sheets.
4. In addition, it was determined that scour could be a problem for these structures which meant that the columns had to be designed for two cases. The first performing a seismic analysis assuming only degradation scour, and the second performing a standard column design for service loads assuming full scour.



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**Task 14 – Bridge Contract Documents**

**Task 14A – Prepare SWPPP**

TYLI will prepare a *Storm Water Pollution Prevention Plan (SWPPP)* in conformance with the requirements of the Sacramento Stormwater Management Program, Chapter 6 – City of Elk Grove Specific Implementation Plan. The plan will be prepared utilizing the plans and developed concurrently with the 95% milestone.

The latest requirements of Sacramento County’s Erosion and Sediment Control Standards and Specifications and the City of Sacramento’s Guidance Manual for On-Site Stormwater Quality Control Measures will be used. The SWPPP shall include best management practices for construction activities for erosion, sediment, and water quality control measures. To the greatest extent practicable, temporary and permanent facilities will be overlapped to minimize disturbances and costs. The SWPPP will be prepared for *use by the City*. Comments that arise from the *City review* will be responded to and incorporated as appropriate prior to final submittal.

**Deliverables:**

- **Five (5) sets of half-size (11x17) copies of the draft SWPPP;**
- **One (1) copy of “Response to Comments”;**
- **Five (5) sets of half-size (11x17) copies of the approved SWPPP with comments incorporated.**

**Task 14B – Prepare Final PS&E**

TYLI will prepare separate contract documents for the two bridges identified as the Bond Road Bridge at Laguna Creek and the Waterman Road Bridge at Laguna Creek. Following completion of the 95% review and comments (to be completed under the existing contract for Segment 2), TYLI will proceed to the final submittal. Plans, quantities and the itemized construction cost estimate will be completed along with general and technical specifications, with all comments incorporated and ready for advertising for construction. TYLI will conduct an *independent QA/QC review* of the final PS&E to ensure that appropriate revisions have been incorporated prior to advertising for bidding.

Final PS&E will be completed within 60 calendar days after TYLI receives the Notice to Proceed from the City of Elk Grove.

**Deliverables:**

- **One hundred (100) sets of the Bridge Construction Contract Documents. Construction plans are to be half-size (11 x 17).**
- **One (1) reproducible copy of the construction contract documents including full size mylar originals of the construction drawings.**
- **Itemized construction cost estimate.**

**Task 15 - Community Outreach**

The Hoyt Company will conduct community outreach for the Bond Road Widening Project. They will provide strategic outreach counsel and advise the project team about public involvement activities. The Hoyt company will attend two project meetings.

**Task 15A – Project Mailing List**

The Hoyt Company will work in cooperation with the City of Elk Grove to develop an inclusive and diverse mailing list including, but not limited to, the following:

- Elk Grove Chamber of Commerce



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- Elk Grove Elected Officials and Planning commissioners
  - Neighborhood Associations (South County Citizen's for Responsible Growth)
  - Landowners/ occupants
  - Sensitive Land Uses (Country Oaks Baptist Church, the Sheriff's Station., Elk Grove Fire Department, Elk Grove Unified School District)

MetroScan will be utilized to develop the property owner mailing list. The mailing list will be utilized to identify participants for the public workshops. The mailing list is estimated to consist of stakeholders with a general public distribution of up to 1,500 names.

**Deliverable:**

- **Project Mailing List for a maximum distribution of 1,500 names**

**Task 15B – Project Newsletter**

One Project newsletter will be produced and sent to the above identified stakeholder mailing list. The newsletter will be a two color self-mailer, one page front and back, sized 8 1/2 x 11. A project logo and masthead will be created for use on the newsletter (and other documents). The newsletter will be mailed to the stakeholders three weeks prior to the public meeting.

**Deliverable:**

- **One (1) project newsletter , 8 1/2 x 11, in a two color self-mailer format**

**Task 15C – Public Workshop**

One public workshop will be held in an open house format. The Hoyt Company will be responsible for all event logistics including room rental, room set-up and clean up, sign-in, name tags, refreshments, comment cards and a written workshop summary. Workshop information will be placed in the *Sacramento Bee Neighbors*, *Elk Grove/Laguna Edition* and the *Elk Grove Citizen* prior to the public workshop.

**Deliverable:**

- **A written workshop summary and comment cards**





**EXHIBIT B**

**Compensation and Method of Payment**

Total cost of services under this contract will not exceed \$362,960.

Payment by the City of Elk Grove for services provided under this contract will be made within 30 days upon receipt of T.Y. Lin, International invoice. Invoices may be submitted on a monthly basis as the work proceeds.

<b>T.Y. LIN, INTERNATIONAL</b>		
<b>Task No.</b>	<b>Major Task Description</b>	<b>Labor Fee \$</b>
1	Project Scoping	4,520
2	Project Management	16,740
3	Field Surveys, Base Mapping and R/W Engineering	4,040
4	Geotechnical Evaluation and Report	0
5	Preliminary Design	0
6	Mitigation Monitoring and Reporting Program (MMRP) Coordination	0
7	Utility Coordination	5,320
8A	65% PS&E	39,460
8B	95% PS&E	30,980
8C	Prepare SWPPP	6,560
8D	Final PS&E	11,280
9	Right of Way Acquisition	2,640
9	Permitting	4,980
10	Bidding Assistance	5,540
11	Construction Assistance	13,800
12	Other Direct Costs	15,000
13	Non Standard Seismic Analyses (2 Bridges)	18,000
14	Bridge Contract Documents	32,620
<b>T.Y.Lin, International Subtotal</b>		<b>211,480</b>

<b>T.Y. Lin, International SUBCONSULTANTS</b>			
15	Worldwide	R/W Engineering, Utility Surveys & Potholing	37,780
16	Y&C	Traffic Signals & Lighting	22,050
17	Orsee Design Associates	Landscaping and Irrigation	25,000
18	Universal Field Services	R/W Acquisition (includes \$8,400 for Title Reports)	41,660
19	The Hoyt Company	Public Outreach	11,220
<b>Subconsultant Subtotal</b>			<b>137,710</b>

City of Elk Grove  
*T.Y. Lin, International*  
Re: Segment 3-Bond Road Project



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Subconsultant Fee	10%	13,770
<b>Total Fee</b>		<b>\$362,960</b>

Under no circumstances shall the aggregate amount paid under this Agreement exceed the amount stated in Paragraph 4.A.

**CERTIFICATION**  
**ELK GROVE CITY COUNCIL RESOLUTION NO. 2004-110**

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 2<sup>nd</sup> day of June 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**