#### **RESOLUTION NO. 2004-220**

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

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

WHEREAS, City staff has determined through a competitive selection process that Universal Field Services, Inc. is best qualified to carry out the right of way acquisition and appraisal services required for these two projects.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove hereby authorizes the City Manager or his designee to enter into two (2) contracts with Universal Field Services, Inc. for right of way acquisition and appraisal services for the Grant Line Road/State Route 99 Interchange Project and the Grant Line Road Widening Project.

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

RICK SOARES

For SOPHIA SCHERMAN, MAYOR of the CITY OF ELK GROVE

ATTEST:

PEGGY ELJACKSON, CITY CLERK

APPROVED AS TO FORM:

ANTHONY B. MANZANETTI, CITY ATTORNEY

## CITY OF ELK GROVE



### CONTRACT FOR

## UNIVERSAL FIELD SERVICES, INC. - CONSULTANT Appraisal, Appraisal Review, Acquisition & Relocation Assistance Grant Line Road/State Route 99 Interchange Project



 TABLE OF CONTENTS

 Contract for UNIVERSAL FIELD SERVICES, INC. – CONSULTANT

1.	SCO	PE, TERM AND STANDARDS 1
	A.	CONTRACT
	B.	CONSULTANT IS INDEPENDENT CONTRACTOR 1
	C.	NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING
	D.	TERM
	E.	INTENDED USE OF CONSULTANT'S PRODUCT AND MATERIALS 2
2.	EMP	LOYMENT STATUS OF PERSONNEL
	A.	AGENT OF CITY
	B.	EMPLOYEES OF CONSULTANT
	C.	INDEPENDENT INVESTIGATION
	D.	COMPLIANCE WITH EMPLOYMENT LAWS
	E.	UNLAWFUL DISCRIMINATION PROHIBITED
3.	TIMI	E OF PERFORMANCE
4.	COM	IPENSATION
	A.	TERMS
	В.	TIME FOR PAYMENT
5.	SUP	ERVISON, LABOR AGREEMENTS AND PERSONNEL
	A.	CONSULTANT SUPERVISES PERSONNEL
	B.	LABOR RELATIONS 4
	C.	PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS 4
	D.	APPROVAL OF STAFF MEMBERS 4
6.	TER	MINATION
	A.	90 DAYS NOTICE
	B.	OBLIGATIONS SURVIVE TERMINATION 4
7.	CHA	NGES
8.	PRO	PERTY OF CITY
	A.	MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY
	B.	CONSULTANT TO DELIVER CITY PROPERTY5
9.	CON	IFLICTS OF INTEREST



# TABLE OF CONTENTSContract for UNIVERSAL FIELD SERVICES, INC. - CONSULTANT(continued)

	A.	CONSULTANT
	B.	CITY
10.	CONF	TIDENTIAL INFORMATION
	A.	ALL INFORMATION KEPT IN CONFIDENCE
	B.	REIMBURSEMENT FOR UNAUTHORIZED RELEASE
	C.	COOPERATION
11.	PROV	ISION OF LABOR, EQUIPMENT AND SUPPLIES
	A.	CONSULTANT PROPERTY
	B.	SPECIAL SUPPLIES
12.	COMI	PLIANCE WITH LOCAL LAW7
	A.	COMPLIANCE REQUIRED
	В.	PREVAILING WAGES
13.	REPR	ESENTATION
14.	SUBC	CONTRACTING
15.	ASSIC	GNABILITY
16.	INTEI	REST IN CONTRACT
17.	FIND	INGS CONFIDENTIAL
18.	LIAB	ILITY OF CONSULTANT
19.	INDE	MNITY AND LITIGATION COSTS
	A.	CONSULTANT IS SKILLED
	B.	CONSULTANT SHALL INDEMNIFY 8
	C.	LIMITS OF INSURANCE NOT LIMITING INDEMNIFICATION
20.	CONS	SULTANT TO PROVIDE INSURANCE
	A.	CONSULTANT SHALL MAINTAIN INSURANCE
	В.	CONSULTANT TO PROVIDE EVIDENCE OF INSURANCE
	C.	CITY MAY OBTAIN INSURANCE AT CONSULTANT'S EXPENSE
	D.	NO SUSPENSION OF INSURANCE
	Е.	DEDUCTIBLES
	F.	COVERAGES SHALL NOT LIMIT OBLIGATIONS 10



## TABLE OF CONTENTS Contract for UNIVERSAL FIELD SERVICES, INC. - CONSULTANT (continued)

	G.	REQUIRED LIMITS 10
		(1) Workers' Compensation and Employer's Liability Insurance
		(2) Commercial General and Automobile Liability Insurance
		(3) Professional Liability
21.	RECO	DRDS
22.	MISC	ELLANEOUS PROVISIONS 12
	А.	NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT
	B.	UNAUTHORIZED ALIENS
	C.	GOVERNING LAW
	D.	ASSIGNMENT OR SUBSTITUTION 12
	Е.	ENTIRE CONTRACT
	F.	AMENDMENTS
	G.	CONSTRUCTION AND INTERPRETATION
	H.	WAIVER
	I.	SEVERABILITY
	J.	NOTICES
	K.	AUTHORITY TO EXECUTE



#### CONTRACT FOR

#### UNIVERSAL FIELD SERVICES, INC. - CONSULTANT

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

1. SCOPE, TERM AND STANDARDS:

A. CONTRACT. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the SCOPE OF WORK AND STANDARDS FOR SERVICES, attached hereto and incorporated herein by this reference as Exhibit A and Exhibit A-1, as requested by the City. Consultant shall, at its own cost, make any revisions of its own work as required by the City and re-do, at its own cost, any work which the City finds unsatisfactory due to Consultant's errors or omissions. Consultant represents and warrants that it has the qualifications, experience, and facilities to properly perform said services in a thorough, competent, and professional manner. This document shall be known as the "Contract." This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If either party to this contract deems that any portion of the Contract Documents shall be in conflict with any other portion, the Parties shall first attempt to informally reach an interpretation of those provisions so as to reconcile them. If after five (5) business days the Parties are unable to reach an informal resolution, the City shall issue in writing an interpretation resolving the conflicting provisions, which shall be provided to Consultant. The interpretation provided by the City shall become final and binding on the parties three (3) business days after it was provided to Consultant, and shall thereafter be an integrated term of this Contract and neither party shall be considered to be the drafter of the provision.

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



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

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

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

#### D. TERM

Except as provided in Sections 6 and 19, below, this Contract shall terminate no later than May, 2007.

#### E. INTENDED USE OF CONSULTANT'S PRODUCT AND MATERIALS.

It is expressly intended by the parties that the Consultant's work product and materials, whether or not in writing, shall be used for the purposes of conducting appraisal, appraisal review, acquisition and relocation assistance services for the Grant Line Road/State Route 99 Interchange Project.

#### 2. EMPLOYMENT STATUS OF PERSONNEL

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



established by this subsection, City shall not be liable for any act or omission of any Consultant officer or employee performing the services provided for in this Contract, unless specifically provided for in this Contract.

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

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

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

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

3. TIME OF PERFORMANCE:

The services of Consultant are to commence upon execution of this Contract by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A and Exhibit A-1. The parties agree that the start and finish dates stated for each task name in the Schedule for Performance are express terms of performance under this Contract. The parties further agree that time is of the essence.

4. COMPENSATION:

A. TERMS. Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Total compensation to Consultant shall not exceed \$413,650.00 without the advance written consent of City.

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

3



#### 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 its employees.

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

#### 6. TERMINATION:

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

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



#### 7. CHANGES:

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

#### 8. PROPERTY OF CITY:

#### A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY.

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

#### B. CONSULTANT TO DELIVER CITY PROPERTY.

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

#### 9. CONFLICTS OF INTEREST

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

B. CITY understands and acknowledges that Consultant is, as of the date of execution of this Contract, independently involved in the performance of non-related services for other governmental



agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

#### 10. CONFIDENTIAL INFORMATION

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

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

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

#### 11. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES

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



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

#### 12. COMPLIANCE WITH LOCAL LAW:

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

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

#### 13. **REPRESENTATION:**

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

#### 14. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City Manager. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant. Consultant is authorized to subcontract with those subcontractors and for those services as identified in Exhibit C, and the terms of Exhibit C are hereby incorporated by this reference into this Contract.

#### 15. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, but only with prior written consent of the City Manager. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Contract shall not be construed that any third party has an interest in the Contract.



#### 16. INTEREST IN CONTRACT:

Consultant covenants that it shall take reasonable care to ensure that neither it, nor any of its employees, agents, contractors, subcontractors have any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

#### 17. FINDINGS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order. However, Consultant shall not be deemed for any purposes a confidential employee of the City.

#### 18. LIABILITY OF CONSULTANT:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

#### 19. INDEMNITY AND LITIGATION COSTS:

A. CONSULTANT IS SKILLED. Consultant represents it is skilled in the services necessary to perform the duties agreed to hereunder by Consultant, and City relies upon the skills and knowledge of Consultant. Consultant shall perform such duties consistent with the standards generally recognized as being employed by agencies or contractors performing similar service in the State of California.

B. CONSULTANT SHALL INDEMNIFY. Consultant is an independent contractor and shall have no authority to bind City nor to create or incur any obligation on behalf of or liability against City, whether by contract or otherwise, unless such authority is expressly conferred under this Contract or is otherwise expressly conferred in writing by City. City and their elected and appointed officials, officers, agents, employees, and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify, defend, protect, and hold harmless the Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorneys' fees and disbursement, including without limitation expert's fees and disbursements (collectively "Claims"), which the Indemnities may suffer or incur or to which the Indemnities may become subject by reason of or arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, occurring as a result of or allegedly caused by the performance or failure to perform by Consultant of Consultant's service under this



Contract or the negligent or willful acts or omissions of Consultant, its agents, officers, directors, or employees, in performing any of the services under this Contract, except such loss or damage which was caused by the active negligence or willful misconduct of the City.

C. LIMITS OF INSURANCE NOT LIMITING INDEMNIFICATION. If any action or proceeding is brought against the Indemnities by reason of any of the matters against which Consultant has agreed to indemnify the Indemnities as above provided, Consultant, upon notice from the City, shall defend the Indemnities at Consultant's expense. The Indemnities need not have first paid any of the matters as to which the Indemnities are entitled in order to be indemnified. The Consultant should assure that the insurance required to be maintained by Consultant under this Contract shall ensure Consultant's obligations under this paragraph, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of Sections 19(B) and 19(C) shall survive the expiration or early termination of this Contract.

#### 20. CONSULTANT TO PROVIDE INSURANCE:

#### A. CONSULTANT SHALL MAINTAIN INSURANCE.

Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

B. CONSULTANT TO PROVIDE EVIDENCE OF INSURANCE.

Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish to the City, and the City must approve, original certificates of insurance and endorsements effecting coverage for all policies required by the Contract. The certificates shall be signed by a person authorized by the insurer, or insurers, to bind coverage on their behalf. Certificates of insurance and endorsements shall be on standard Acord, Department of Insurance, and Insurance Services Office approved forms or on forms approved by the City. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, the Consultant may provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by this Section. At anytime at the written request of the City, the Consultant agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each 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 officies, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or selfinsurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

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

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

(3) Professional Liability.

The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. As an alternative there may be a limit of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) per project aggregate. If



any professional liability policy is written on a "claims made" basis, such policy, and any succeeding policy must be specifically endorsed to show that "prior acts" occurring at anytime after the inception date of this Contract will be covered. Upon termination of the Contract with the City, the same professional liability insurance requirements will apply for a three (3) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.

#### 21. RECORDS.

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

#### 22. MISCELLANEOUS PROVISIONS:

#### A. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT.

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

B. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

C. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the Sacramento Superior Court, federal diversity jurisdiction being expressly waived.

D. ASSIGNMENT OR SUBSTITUTION. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant by this Contract. In recognition of that interest, neither any complete nor partial assignment of this



Contract, may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City which consent shall not be unreasonably withheld. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Contract entitling City to any and all remedies at law or in equity, including summary termination of this Contract. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

E. ENTIRE CONTRACT. This Contract constitutes the entire Contract and understanding between the parties relative to the services specified herein and there are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in this Contract and this Contract supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.

F. AMENDMENTS. This Contract may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

G. CONSTRUCTION AND INTERPRETATION. Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. WAIVER. The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a wavier with respect to any subsequent default or other matter.

I. SEVERABILITY. The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. NOTICES.All invoices, payments, notices, demands, requests, comments, or approvals that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties (deemed to have been received three (3) business days after deposit in the U.S. Mail) at the following addresses:

City: City of Elk Grove City Manager 8400 Laguna Palms Way Elk Grove, CA 95758



Consultant Universal Field Services, Inc. James Finnegan, Vice President 1600 Sacramento Inn Way, Suite 216 Sacramento, CA 95815

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

K. AUTHORITY TO EXECUTE. The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by the parties as follows.

Approved as to form:

By:

James Finnegan, Vice President

CONSULTANT

Approved as to form:

Counsel for consultant

**CITY OF ELK GROVE** 

By:

Anthony B. Manzanetti, City Attorney

By:

John Danielson, City Manager



#### **CERTIFICATE OF COMPLIANCE**

#### WITH LABOR CODE § 3700

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

CONSULTANT

James Finnegan, Vice President



#### EXHIBIT A

#### Scope of Work

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

#### 1. PRELIMINARY PROJECT ACTIVITIES

Project Initiation Meeting

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

#### Land Acquisition Procedures and Forms

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

#### Relocation Procedures and Forms

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

#### 2. <u>APPRAISAL AND APPRAISAL REVIEW</u>

#### Appraisal

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

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



#### Dual Appraisal (Caltrans Requirement)

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

#### Appraisal Review (Caltrans Requirement)

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

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

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

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

#### 4. <u>TITLE AND CLOSING SERVICES</u>

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

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



#### 5. ACQUISITION PROCESS

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

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

#### 6. <u>CONDEMNATION SUPPORT</u>

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

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

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

#### 7. COORDINATION WITH CALTRANS

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



#### 8. <u>RELOCATION ASSISTANCE SERVICES</u>

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

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

#### 9. PROJECT ADMINISTRATION AND MANAGEMENT

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

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

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#### **EXHIBIT A-1**

SCHEDULE OF PERFORMANCE

			Gra	nt Line Road/	Route 99 Int
	0	Task Name	Duration	Start	Finish
	<u> </u>	Interchange PS&E	420 days	Mon 7/5/04	Sat 2/11/06
	<b>U</b> #	Begin PS&E work	0 days	Mon 8/2/04	Mon 8/2/04
		Preliminary Engineering	85 days	Mon 7/5/04	Fri 10/29/04
_		obtain rights of entry	4 wks	Mon 7/5/04	Fn 7/30/04
		as-builts/record mapping/intial contacts	4 wks	Mon 7/5/04	Fri 7/30/04
6		Detailed control and right of way surveys	<u>6 wks</u>	<u>Mon 8/2/04</u>	<u>Fri 9/10/04</u>
		phologrammetric mapping	<u>6 wks</u>	Mon 8/23/04	Fri 10/1/04
8		Refined Geometric Approval Drawings	<u>1 wk</u>	Mon 10/4/04	<u>Fri 10/8/04</u>
•		Drainage Evaluation	3 wks	Mon 10/11/04	Fri 10/29/04
0		Geotechnical Investigation	45 days	Mon 8/23/04	Fri 10/22/04
11		Initial meetings with Caltrans/City	3 wks	Mon 8/23/04	Fri 9/10/04
12	-	Field investigations	4 wks	Mon 9/13/04	Fri 10/8/04
13		Laboratory Analysis	3 wks	Mon 10/4/04	Fri 10/22/04
14	·	Foundation Report	80 days	Mon 10/18/04	Fri 2/4/05
15		Letter recommendations	1 wk	Mon 10/18/04	Fri 10/22/04
16		Draft Foundation Report	6 wks	Mon 10/25/04	Fri 12/3/04
17		City/Caltrans review	6 wks	Mon 12/6/04	Fri 1/14/05
18		Final Foundation Report	3 wks	Mon 1/17/05	Fri 2/4/05
19		Geotechnical design Report	60 days	Mon 10/25/04	Fri 1/14/05
20	1	Draft GDR	4 wks	Mon 10/25/04	Fri 11/19/04
21		City/Caltrans review	4 wks	Mon 11/22/04	Fri 12/17/04
22	• · ···	Final GDR	4 wks	Mon 12/20/04	Fri 1/14/05
23		Signal/Lighting Tech. memorandum	25 days	Frì 10/8/04	Fri 11/12/04
24	1	meet w/ District	0 days	Fri 10/8/04	Fri 10/8/04
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D	0	Task Name	Duration	Start	Finish         2004         2005         2006         200           JJJASONDJFMAMJJJASONDJFMAMJJ         JASONDJFMAMJJ
5	<u> </u>	issue basis for design	1 wk	Mon 10/11/04	Fri 10/15/04
6		prepare base/concept plans	2 wks	Mon 10/18/04	Fri 10/29/04
.7		Caltrans review	2 wks	Mon 11/1/04	Fri 11/12/04
8		Structures Processing	185 days	Mon 11/1/04	Fri 7/15/05
9		Bridge General Plan/type Selection	4 wks	Mon 11/1/04	Fri 11/26/04
0		DOS review/approval	4 wks	Mon 11/29/04	Fri 12/24/04
1		"Unchecked Bridge details"	6 wks	Mon 12/27/04	Fri 2/4/05
z	4	City/Caltrans review	4 wks	Mon 2/7/05	Fri 3/4/05
3		Checked Details	8 wks	Mon 3/7/05	Fri 4/29/05
4	<b>6</b>	City/Caltrans Review	6 wks	Mon 5/2/05	Fn 6/10/05
5		Final Plan wrapup	5 wks	Mon 6/13/05	Fri 7/15/05
6		Roadway plan Processing	240 days	Mon 10/18/04	Frì 9/16/05
7	l   	Safety Review Submittal	80 days	Mon 10/18/04	Fri 2/4/05
8	1	Prepare roadway plans	9 wks	Mon 10/18/04	Fri 12/17/04
9		Signal plans	4 wks	Mon 11/15/04	Fri 12/10/04
0	-	Quantity takeoff/cost estimates	2 wks	Mon 12/13/04	Fri 12/24/04
1		Special provisions	1 wk	Mon 12/27/04	Fri 12/31/04
2		City/Caltrans Review	5 wks	Mon 1/3/05	Fri 2/4/05
3	21	Safety Review Conference	0 days	Fri 2/4/05	Fri 2/4/05
4	1	Draft ÞS&E Submittal	90 days	Mon 2/7/05	Fri 6/10/05
5	-	Roadway plan update	8 wks	Mon 2/7/05	Fri 4/1/05
6	- ·	Quantity takeoffs/cross sections	2 wks	Mon 4/4/05	Fri 4/15/05
7	1	special provisions	2 wks	Mon 4/4/05	Fri 4/15/05
8		City/Caltrans review	8 wks	Mon 4/18/05	Fri 6/10/05
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			01	ant Line Road/	Noute 55 m	erchange
D	Ð	Task Name	Duration	Start	Finish	2004 2005 2006 2006 2007 JJJASQNDJFMAMJJASQNDJFMAMJJASQNDJFMAMJJJ
9	-	Final PS&E Submittal	70 days	Mon 6/13/05	Fri 9/16/05	
50		Roadway plan update	4 wks	Mon 6/13/05	Fri 7/8/05	
51	· · · ··	Quantity takeoffs/cross sections	4 wks	Mon 7/11/05	Fri 8/5/05	
52		special provisions	1 wk	Mon 8/1/05	Fri 8/5/05	
53		Caltrans/City review	3 wks	Mon 8/8/05	Fri 8/26/05	
54		Plan/spec, update	2 wks	Mon 8/29/05	Fri 9/9/05	
5		"Final" review (sign plans)	1 wk	Mon 9/12/05	Fri 9/16/05	
6		R.E File/Materials handout	3 wks	Mon 8/8/05	Fri 8/26/05	
7		Right of Way Certification	395 days	Mon 8/9/04	Sat 2/11/06	
8		Utility coordination	270 days	Mon 10/11/04	Fri 10/21/05	
9		Utility conflict mapping	12 wks	Mon 10/11/04	Fri 12/31/04	
Ō		Coordinate relocation design/agreements	42 wks	Mon 1/3/05	Fri 10/21/05	
1	•	Finalize agreement	0 days	Fri 10/21/05	Fri 10/21/05	
2		Right of Way Engineering	275 days	Mon 8/9/04	Fri 8/26/05	
3		Retracement Survey/Mapping	8 wks	Mon 8/9/04	Fri 10/1/04	estart while plans are being developed
4	1	City/Caltrans Review	2 wks	Mon 10/4/04	Fri 10/15/04	
5		Appraisal Mapping/descriptions	<u>10 wks</u>	<u>Mon 10/11/04</u>	<u>Fri 12/17/04</u>	start during retradment mapping phase
6		City/Caltrans Review	4 wks	Mon 12/20/04	Fri 1/14/05	
7	EI.	Final legals/deeds for acquisition	4 wks	Mon 1/3/05	Fri 1/28/05	
68	. 	Record Mapping	4 wks	Mon 6/20/05	Fri 7/15/05	
9	<u> </u>	Record of Survey	6 wks	Mon 7/18/05	Fri 8/26/05	
0		Right of Way Acquisition	350 days	Mon 10/11/04	Sat 2/11/06	
'1	<b>.</b>	Appraisal/Checks	<u>18 wks</u>	Mon 11/22/04	<u>Fri 3/25/05</u>	start once appreisal mapping is done
2		<u>City/Caltrans review</u>	<u>4 wks</u>	<u>Mon 3/28/05</u>	<u>Fri 4/22/05</u>	
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2	0	Task Name	Duration	Start	Finish	2004 2005 2006 2 JJJASONDJEMAMJJASONDJEMAMJJASONDJEMAMJ
3		Relocations	330 days	Mon 10/11/04	Fri 1/13/06	
4	-	assess need for relocation	10 wks	Mon 10/11/04	Fri 12/17/04	
5	1	conduct on-site interview	0 days	Fri 12/17/04	Fri 12/17/04	)4
6	-	evaluate comparable properties	16 wks	Mon 12/20/04	Fri 4/8/05	)5
7		inform/process owners	24 wks	Mon 4/11/05	Fri 9/23/05	)5
3	-	monitor move	16 wks	Mon 9/26/05	Fri 1/13/06	
)	1	process payment/approvals	0 days	Fri 1/13/06	Fri 1/13/06	16
)	-	Offers/negotiations	<u>20 wks</u>	Mon 4/25/05	<u>Fri 9/9/05</u>	
	1	council approves condemnation	0 days	Fri 9/9/05	Fri 9/9/05	)5
2	1	Orders of possession	110 days	Mon 9/12/05	Sat 2/11/06	)6 · · · · · · · · · · · · · · · · · · ·
3		Prepare/file, deposit just comp amount	<u>2 wks</u>	Mon 9/12/05	Fri 9/23/05	
ţ	1	Receive OP from court	<u>3 wks</u>	Mon 9/25/05	Fri 10/14/05	5
5		Serve papers	30 edays	Fri 10/14/05	Sun 11/13/05	
;	-	orders of possession	90 edays	Sun 11/13/05	Sat 2/11/06	
,	-	property "under control"	0 days	Sat 2/11/06	Sat 2/11/06	J6
3	_	R/W Certification/right of entry	0 days	Sat 2/11/06	Sat 2/11/06	<b>16 ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓</b>
,		Interchange Construction Advertising	230 days	Mon 3/28/05	Sat 2/11/06	)6
)	-	Caltrans/City negotiates coop agreement	16 wks	Mon 3/28/05	Fri 7/15/05	<b>15</b>
1	01	City/Caltrans cooperative Agreement	0 days	Fri 7/15/05	Fri 7/15/05	J5
2		Caltrans issues enc. permit	0 days	Sun 11/13/05	Sun 11/13/05	25 J 1//13
3	1	Council approval to advertise	0 days	Fri 11/25/05	Fri 11/25/05	11/25
•	a	Advertise project	8 wks	Mon 11/28/05	Fri 1/20/06	
5	-	Bid opening	0 days	Sat 2/11/06	Sat 2/11/06	76 ★ 72/11
6		Interchange Construction	307 days	Fri 3/10/06	Tue 5/15/07	
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	Grant on 8/9	t Line/Route 99 Interchan Task	Summ	, 		Project Summary Deadline
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1D	0	Task Name	Duration	Start	Finish	2004 2005 2006 2007 JJJASONDJFMAMJJJASONDJFMAMJJJASONDJFMAMJJJ
97	<b>.</b>	Begin construction	0 days	Fri 3/10/06	Fri 3/10/06	Begin construction 4 weeks after bid opening 3/10
98	•••	<u>Mobilization</u>	<u>12 days</u>	Mon 3/13/06	Tue 3/28/06	
99		Begin rough grading	60 days	Wed 3/29/06	Tue 6/20/06	
100	• • •	Clear and Grub	<u>1 wk</u>	Wed 3/29/06	<u>Tue 4/4/06</u>	
101	.	begin rough grading	<u>3 whs</u>	Wed 4/5/06	Tue 4/25/06	
102	1	rough drainage	3 wks	Wed 4/19/06	Tue 5/9/06	
103	1	ramp grading/contouring	4 wks	Wed 5/10/06	Tue 6/6/06	
104	}	hydroseeding/preparation	2 wks	Wed 6/7/06	Tue 6/20/06	
105	1	Overcrossing construction-phase I	130 days	Wed 4/26/06	Tue 10/24/06	
106	1	subgrade at abutments, drive piles	<u>2 wks</u>	Wed 4/26/06	<u>Tue 5/9/06</u>	
107		construct abutment footing, abutment	<u>4 wks</u>	Wed 5/10/06	<u>Tue 6/6/06</u>	
108	4	construct bent footing, column	<u>4 wks</u>	Wed 5/10/06	<u>Tue 6/6/06</u>	
109		construct median cross overs	1 wk	Wed 5/10/06	Tue 5/16/06	
110		erect falsework, form superstructure	<u>4 wks</u>	Wed 6/7/06	<u>Tue 7/4/06</u>	
111		<u>set rebar, prestress ducts, stem walls</u>	<u>3 wks</u>	Wed <u>7/5/06</u>	<u>Tue 7/25/06</u>	
112	4	pour soffitt, stem walls	0 days	Tue 7/25/06	Tue 7/25/06	7/25
113		form deck and set rebar	<u>3 wks</u>	<u>Wed 8/2/06</u>	<u>Tue 8/22/06</u>	
114		pour deck	0 days	Tue 8/22/06	Tue 8/22/06	€_8/22
115		post-tension, rem <u>ove falsework</u>	<u>2 wks</u>	Wed 9/20/06	<u>Tue 10/3/06</u>	
116		construct barriers, railing, approaches	<u>3 wks</u>	Wed 10/4/05	Tue 10/24/06	
117	1	bridge complete, shift traffic	0 days	Tue 10/24/06	Tue 10/24/06	
118	1	Overcrossing construction-phase II	125 days	Wed 10/25/06	Tue 4/17/07	
119		subgrade at abutments, drive piles	<u>2 wks</u>	Wed 10/25/06	<u>Tue 11/7/06</u>	
120		construct abutment fooling, abutment	<u>4 wks</u>	Wed 11/8/06	<u>Tue 12/5/06</u>	
	Orr-1 '	Task	Sumr	mary		Project Summary Deadline
	on 8/9/0		Critic	-		External Milestone
		Ŭ				

Γ	Grant Line Road/Route 99 Interchange										
ID	0	Task Name	Duration	Start	Finish	2004 2005 2006 2007 JJJASCNDJFMAMJJASONDJFMAMJJASONDJFMAMJJA					
121		construct bent footing, column	4 wks	Wed 11/8/06	Tue 12/5/06						
122		construct median cross overs	1 wk	Wed 11/8/06	Tue 11/14/06						
123	-	erect falsework, form superstructure	3 wks	Wed 12/6/06	Tue 12/26/06						
124	1 .	set rebar, prestress ducts, stem walls	<u>3 wks</u>	Wed 12/27/06	<u>Tue 1/16/07</u>						
125	-	pour soffitt, stem walls	0 days	Tue 1/16/07	Tue 1/16/07	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -					
126		form deck and set rebar	<u>3 wks</u>	Wed 1/24/07	<u>Tue 2/13/07</u>						
127		pour deck	0 days	Tue 2/13/07	Tue 2/13/07	€ <sup>1</sup> −2/1 <b>3</b>					
128	-	post-tension, remove falsework	<u>2 wks</u>	Wed 3/14/07	Tue 3/27/07						
129	1	construct barriers, railing, approaches	<u>3 wks</u>	Wed 3/ <u>28/07</u>	<u>Tue 4/17/07</u>						
130	1	bridge complete	0 days	Tue 4/17/07	Tue 4/17/07						
131		Ramps and approach roadways	155 days	Wed 10/11/06	Tue 5/15/07						
132		make subgrade	5 wks	Wed 10/11/06	Tue 11/14/06						
133	1	finish drainage	4 wks	Wed 11/15/06	Tue 12/12/06						
134	1 .	rough electrical	3 wks	Wed 12/13/06	Tue 1/2/07						
135		base rock	4 wks	Wed 1/3/07	Tue 1/30/07						
136	_	construct curbs	3 wks	Wed 1/31/07	Tue 2/20/07						
137		drainage inlets	2 wks	Wed 2/21/07	Tue 3/6/07						
138		paving, initial lifts	3 wƙs	Wed 3/7/07	Tue 3/27/07						
139		finish electrical	2 wks	Wed 3/28/07	Tue 4/10/07						
140		final paving	<u>2 wks</u>	Wed 4/18/07	<u>Tue 5/1/07</u>						
141	• • •	signals and lighting	3 wks	Wed 4/18/07	Tue 5/8/07						
142	-	signing and striping	<u>2 wks</u>	Wed 5/2/07	<u>Tue 5/15/07</u>						
143		project complete	0 days	Tue 5/15/07	Tue 5/15/07						
		Line/Route 99 Interchan Task		-		Project Summary Deadline					
Date: M	on 8/9	Milestone	Critica	al 🛛		External Milestone					
ļ					Page 6						



#### EXHIBIT B

#### **Compensation and Method of Payment**

Corporate Oversight Project Manager Acquisition/Relocation Specialists	\$105./hour \$ 90./hour \$ 85./hour
Title Reports (Subconsultant)	
\$450.00 each, new, and \$150.00 each, updates	\$ 9,300.00
Appraisal (Subconsultant)	
Lump sum of \$52,400.00 + 28 @ \$1,500./each	\$ 94,400.00
Second Appraisals (high-valued properties)	
5 @ \$5,000./each	\$ 25,000.00
Specialty Appraisals (Subconsultant)	
Fixtures & Equipment = $5 @ \$1,500$ ./each	\$ 7,500.00
Goodwill = $4@$ \$7,500./each	\$ 30,000.00
Appraisal Review (Subconsultant)	:
150 hours @ \$125./hour	\$ 18,750.00
Acquisition Services/Closings/Condemnation Support	
2000 hours @ \$85./hour	\$170,000.00
Relocation Assistance Services	
7 businesses @ \$5,100./relocation	\$ 35,700.00
Project Management (Meetings/RW Certification)	\$ 10,000.00
Subcontractor Mark-up (5%)	\$ 8,000.00
Other indirect costs:	
(Mileage @ \$0.375 or current IRS rate at the time	,
the mileage is incurred; notary; copying; long	
distance telephone and miscellaneous related costs) - at cost	\$_5,000.00
Total Estimated Cost (Not to Exceed)	\$413,650.00

Notes:

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

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

## CITY OF ELK GROVE



### CONTRACT FOR

### UNIVERSAL FIELD SERVICES, INC. - CONSULTANT

Appraisal, Appraisal Review & Acquisition Services

Grant Line Road Widening Project



## TABLE OF CONTENTS Contract for UNIVERSAL FIELD SERVICES, INC. - CONSULTANT

1.	SCOP	E, TERM AND STANDARDS 1
	A.	CONTRACT1
	B.	CONSULTANT IS INDEPENDENT CONTRACTOR 1
	C.	NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING
	D.	TERM
	E.	INTENDED USE OF CONSULTANT'S PRODUCT AND MATERIALS 2
2.	EMPL	OYMENT STATUS OF PERSONNEL
	A.	AGENT OF CITY
	B.	EMPLOYEES OF CONSULTANT
	C.	INDEPENDENT INVESTIGATION
	D.	COMPLIANCE WITH EMPLOYMENT LAWS
	E.	UNLAWFUL DISCRIMINATION PROHIBITED
3.	TIME	OF PERFORMANCE
4.	COM	PENSATION
	A.	TERMS
	B.	TIME FOR PAYMENT
5.	SUPE	RVISON, LABOR AGREEMENTS AND PERSONNEL 4
	A.	CONSULTANT SUPERVISES PERSONNEL 4
	B.	LABOR RELATIONS 4
	C.	PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS 4
	D.	APPROVAL OF STAFF MEMBERS 4
6.	TERM	INATION
	A.	90 DAYS NOTICE 4
	B.	OBLIGATIONS SURVIVE TERMINATION 4
7.	CHAN	NGES
8.	PROP	ERTY OF CITY
	A.	MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY
	B.	CONSULTANT TO DELIVER CITY PROPERTY
9.	CONF	FLICTS OF INTEREST
	A.	CONSULTANT



## TABLE OF CONTENTS Contract for UNIVERSAL FIELD SERVICES, INC. - CONSULTANT (continued)

	В.	CITY	5
10.	CON	IFIDENTIAL INFORMATION	6
	A.	ALL INFORMATION KEPT IN CONFIDENCE	6
	В.	REIMBURSEMENT FOR UNAUTHORIZED RELEASE	6
	C.	COOPERATION	6
11.	PRO	VISION OF LABOR, EQUIPMENT AND SUPPLIES	6
	А.	CONSULTANT PROPERTY	6
	B.	SPECIAL SUPPLIES	6
12.	COM	IPLIANCE WITH LOCAL LAW	6
	А.	COMPLIANCE REQUIRED	6
	B.	PREVAILING WAGES	7
13.	REP	RESENTATION	7
14.	SUB	CONTRACTING	7
15.	ASS	IGNABILITY	7
16.	INTI	EREST IN CONTRACT	7
17.	FINI	DINGS CONFIDENTIAL	8
1 <b>8</b> .	LIAI	BILITY OF CONSULTANT	8
19.	IND	EMNITY AND LITIGATION COSTS	8
	A.	CONSULTANT IS SKILLED	8
	B.	CONSULTANT SHALL INDEMNIFY	8
	C.	LIMITS OF INSURANCE NOT LIMITING INDEMNIFICATION	9
20.	CON	SULTANT TO PROVIDE INSURANCE	9
	A.	CONSULTANT SHALL MAINTAIN INSURANCE	9
	В.	CONSULTANT TO PROVIDE EVIDENCE OF INSURANCE	9
	C.	CITY MAY OBTAIN INSURANCE AT CONSULTANT'S EXPENSE	9
	D.	NO SUSPENSION OF INSURANCE	10
	E.	DEDUCTIBLES	10
	F.	COVERAGES SHALL NOT LIMIT OBLIGATIONS	10
	G.	REQUIRED LIMITS	10



## TABLE OF CONTENTS Contract for UNIVERSAL FIELD SERVICES, INC. - CONSULTANT (continued)

		(1)	Workers' Compensation and Employer's Liability Insurance	. 10
		(2)	Commercial General and Automobile Liability Insurance	. 10
		(3)	Professional Liability	. 11
21.	RECO	RDS		. 12
22.	MISCI	ELLAN	VEOUS PROVISIONS	. 12
	A.		DISCRIMINATION/NONPREFERENTIAL TREATMENT STATEME	
	B.	UNAU	UTHORIZED ALIENS	. 12
	C.	GOVE	ERNING LAW	. 12
	D.	ASSI	GNMENT OR SUBSTITUTION	. 12
	Е.	ENTI	RE CONTRACT	. 13
	F.	AME	NDMENTS	. 13
	G.	CONS	STRUCTION AND INTERPRETATION	. 13
	H.	WAI	/ER	. 13
	I.	SEVE	RABILITY	. 13
	J.	NOTI	CES	. 13
	K.	AUTH	HORITY TO EXECUTE	. 14



### CONTRACT FOR

#### UNIVERSAL FIELD SERVICES, INC. - CONSULTANT

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

#### 1. SCOPE, TERM AND STANDARDS:

A. CONTRACT. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the SCOPE OF WORK AND STANDARDS FOR SERVICES, attached hereto and incorporated herein by this reference as Exhibit A, Exhibit A-1, and Exhibit A-2, as requested by the City. Consultant shall, at its own cost, make any revisions of its own work as required by the City and re-do, at its own cost, any work which the City finds unsatisfactory due to Consultant's errors or omissions. Consultant represents and warrants that it has the qualifications, experience, and facilities to properly perform said services in a thorough, competent, and professional manner. This document shall be known as the "Contract." This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If either party to this contract deems that any portion of the Contract Documents shall be in conflict with any other portion, the Parties shall first attempt to informally reach an interpretation of those provisions so as to reconcile them. If after five (5) business days the Parties are unable to reach an informal resolution, the City shall issue in writing an interpretation resolving the conflicting provisions, which shall be provided to Consultant. The interpretation provided by the City shall become final and binding on the parties three (3) business days after it was provided to Consultant, and shall thereafter be an integrated term of this Contract and neither party shall be considered to be the drafter of the provision.

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



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

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

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

#### D. TERM

Except as provided in Sections 6 and 19, below, this Contract shall terminate no later than May, 2007.

#### E. INTENDED USE OF CONSULTANT'S PRODUCT AND MATERIALS.

It is expressly intended by the parties that the Consultant's work product and materials, whether or not in writing, shall be used for the purposes of conducting an appraisal, appraisal review and acquisition services for the Grant Line Road Widening Project.

#### 2. EMPLOYMENT STATUS OF PERSONNEL

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



established by this subsection, City shall not be liable for any act or omission of any Consultant officer or employee performing the services provided for in this Contract, unless specifically provided for in this Contract.

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

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

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

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

#### 3. TIME OF PERFORMANCE:

The services of Consultant are to commence upon execution of this Contract by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A, Exhibit A-1, and Exhibit A-2. The parties agree that the start and finish dates stated for each task name in the Schedule for Performance are express terms of performance under this Contract. The parties further agree that time is of the essence.

#### 4. COMPENSATION:

A. TERMS. Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Total compensation to Consultant shall not exceed \$266,290.00 without the advance written consent of City.

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



#### 5. 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 its employees.

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

#### 6. TERMINATION:

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

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



### 7. CHANGES:

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

### **8**. PROPERTY OF CITY:

# A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY.

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

# B. CONSULTANT TO DELIVER CITY PROPERTY.

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

# 9. CONFLICTS OF INTEREST

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

B. CITY understands and acknowledges that Consultant is, as of the date of execution of this Contract, independently involved in the performance of non-related services for other governmental



agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

# 10. CONFIDENTIAL INFORMATION

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

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

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

# 11. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES

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

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



# 12. COMPLIANCE WITH LOCAL LAW:

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

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

### 13. REPRESENTATION:

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

# 14. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City Manager. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant. Consultant is authorized to subcontract with those subcontractors and for those services as identified in Exhibit C, and the terms of Exhibit C are hereby incorporated by this reference into this Contract.

#### 15. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, but only with prior written consent of the City Manager. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Contract shall not be construed that any third party has an interest in the Contract.



#### 16. INTEREST IN CONTRACT:

Consultant covenants that it shall take reasonable care to ensure that neither it, nor any of its employees, agents, contractors, subcontractors have any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

#### 17. FINDINGS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order. However, Consultant shall not be deemed for any purposes a confidential employee of the City.

#### 18. LIABILITY OF CONSULTANT:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

#### 19. INDEMNITY AND LITIGATION COSTS:

A. CONSULTANT IS SKILLED. Consultant represents it is skilled in the services necessary to perform the duties agreed to hereunder by Consultant, and City relies upon the skills and knowledge of Consultant. Consultant shall perform such duties consistent with the standards generally recognized as being employed by agencies or contractors performing similar service in the State of California.

B. CONSULTANT SHALL INDEMNIFY. Consultant is an independent contractor and shall have no authority to bind City nor to create or incur any obligation on behalf of or liability against City. whether by contract or otherwise, unless such authority is expressly conferred under this Contract or is otherwise expressly conferred in writing by City. City and their elected and appointed officials, officers, agents, employees, and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify, defend, protect, and hold harmless the Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorneys' fees and disbursement, including without limitation expert's fees and disbursements (collectively "Claims"), which the Indemnities may suffer or incur or to which the Indemnities may become subject by reason of or arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, occurring as a result of or allegedly caused by the performance or failure to perform by Consultant of Consultant's service under this



Contract or the negligent or willful acts or omissions of Consultant, its agents, officers, directors, or employees, in performing any of the services under this Contract, except such loss or damage which was caused by the active negligence or willful misconduct of the City.

C. LIMITS OF INSURANCE NOT LIMITING INDEMNIFICATION. If any action or proceeding is brought against the Indemnities by reason of any of the matters against which Consultant has agreed to indemnify the Indemnities as above provided, Consultant, upon notice from the City, shall defend the Indemnities at Consultant's expense. The Indemnities need not have first paid any of the matters as to which the Indemnities are entitled in order to be indemnified. The Consultant should assure that the insurance required to be maintained by Consultant under this Contract shall ensure Consultant's obligations under this paragraph, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of Sections 19(B) and 19(C) shall survive the expiration or early termination of this Contract.

#### 20. CONSULTANT TO PROVIDE INSURANCE:

#### A. CONSULTANT SHALL MAINTAIN INSURANCE.

Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

B. CONSULTANT TO PROVIDE EVIDENCE OF INSURANCE.

Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish to the City, and the City must approve, original certificates of insurance and endorsements effecting coverage for all policies required by the Contract. The certificates shall be signed by a person authorized by the insurer, or insurers, to bind coverage on their behalf. Certificates of insurance and endorsements shall be on standard Acord, Department of Insurance, and Insurance Services Office approved forms or on forms approved by the City. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, the Consultant may provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by this Section. At anytime at the written request of the City, the Consultant agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurance by the City shall not relieve or decrease any liability of Consultant.

#### C. CITY MAY OBTAIN INSURANCE AT CONSULTANT'S EXPENSE.

In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section 20, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.



D. NO SUSPENSION OF INSURANCE. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City, except in the event of non-payment of premium, in which case no less than ten (10) days prior written notice by certified mail, return receipt requested, must be given to the City.

E. DEDUCTIBLES. Any deductibles exceeding five thousand dollars (\$5,000) must be declared to, and approved by, the City.

F. COVERAGES SHALL NOT LIMIT OBLIGATIONS. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

G. REQUIRED LIMITS. Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

(1) Workers' Compensation and Employer's Liability Insurance

Consultant shall maintain Workers' Compensation insurance as required by Labor Code Section 3700 of the State of California and Employer's Liability Act's, including Longshoremen's and Harbor Workers' Act ("Acts"), if applicable. Employer's Liability limits shall not be less than one million dollars (\$1,000,000) per occurrence. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

If an injury occurs to any employee of the Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Consultant.

(2) Commercial General and Automobile Liability Insurance.

The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by



the insured. The amount of insurance coverage shall not be less than one million dollars (\$1,000,000) per occurrence/five thousand dollars (\$5,000) medical per occurrence, and two million dollars (\$2,000,000) per policy aggregate. As an alternative to the per policy aggregate the Consultant may have an aggregate limit of one million dollars (\$1,000,000) per project apply. Coverage shall be at least as broad as Insurance Services Office "occurrence form CG 00 01 (ed. 10/03)" covering commercial general liability or its equivalent, and Insurance Services Office "form CA 00 01 (ed. 06/92) covering automobile liability, Code 1 "Any Auto".

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

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

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

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

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

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

(3) Professional Liability.

The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. As an alternative there may be a limit of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) per project aggregate. If



any professional liability policy is written on a "claims made" basis, such policy, and any succeeding policy must be specifically endorsed to show that "prior acts" occurring at anytime after the inception date of this Contract will be covered. Upon termination of the Contract with the City, the same professional liability insurance requirements will apply for a three (3) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.

#### 21. RECORDS.

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

#### 22. MISCELLANEOUS PROVISIONS:

#### A. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT.

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

B. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

C. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the Sacramento Superior Court, federal diversity jurisdiction being expressly waived.

D. ASSIGNMENT OR SUBSTITUTION. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant by this Contract. In recognition of that interest, neither any complete nor partial assignment of this



Contract, may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City which consent shall not be unreasonably withheld. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Contract entitling City to any and all remedies at law or in equity, including summary termination of this Contract. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

E. ENTIRE CONTRACT. This Contract constitutes the entire Contract and understanding between the parties relative to the services specified herein and there are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in this Contract and this Contract supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.

F. AMENDMENTS. This Contract may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

G. CONSTRUCTION AND INTERPRETATION. Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. WAIVER. The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a wavier with respect to any subsequent default or other matter.

I. SEVERABILITY. The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. NOTICES.All invoices, payments, notices, demands, requests, comments, or approvals that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties (deemed to have been received three (3) business days after deposit in the U.S. Mail) at the following addresses:

City: City of Elk Grove City Manager 8400 Laguna Palms Way Elk Grove, CA 95758



Consultant Universal Field Services, Inc. James Finnegan, Vice President 1600 Sacramento Inn Way, Suite 216 Sacramento, CA 95815

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

K. AUTHORITY TO EXECUTE. The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by the parties as follows.

Approved as to form:

Counsel for consultant

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

Approved as to form:

**CITY OF ELK GROVE** 

CONSULTANT

By:

Anthony B. Manzanetti, City Attorney

By:

John Danielson, City Manager



# **CERTIFICATE OF COMPLIANCE**

# WITH LABOR CODE § 3700

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

CONSULTANT

James Finnegan, Vice President



# EXHIBIT A

### Scope of Work

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

#### 1. PRELIMINARY PROJECT ACTIVITIES

#### Project Initiation Meeting

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

Land Acquisition Procedures and Forms

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

#### 2. <u>APPRAISAL AND APPRAISAL REVIEW</u>

#### **Appraisal**

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

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

#### Dual Appraisal (Caltrans Requirement)

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

#### Appraisal Review (Caltrans Requirement)

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



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

#### 3. <u>TITLE AND CLOSING SERVICES</u>

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

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

#### 4. <u>ACQUISITION PROCESS</u>

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

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



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

#### 5. <u>CONDEMNATION SUPPORT</u>

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

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

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

#### 6. <u>COORDINATION WITH CALTRANS (If Necessary)</u>

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

#### 7. <u>PROJECT ADMINISTRATION AND MANAGEMENT</u>

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

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



# **EXHIBIT A-1**

# SCHEDULE OF PERFORMANCE

						ine Road Wide e Railroad Cro									
ID	0	Task Name		Duration	Start	Finish			2006			20	07		
1		Widening Design		522 days	Thu 7/8/04	Fri 7/7/06	JASUND JF	MAMJJASONI	JJFM	AMJ		וניטא		<u>NJJ/</u>	150
2		Begin work		0 days	Mon 8/2/04	Mon 8/2/04	<b>(♠)_8</b> /2						-		
3		Preliminary Engineer	ing	110 days	Thu 7/8/04	Wed 12/8/04									
4	-	Base Mapping		50 days	Thu 7/8/04	Wed 9/15/04									
5		obtain rights	of entry	4 wks	Thu 7/8/04	Wed 8/4/04					-				
6	-	Detailed con	trol and R/W surveys	<u>4 wks</u>	Thu 7/8/04	Wed 8/4/04							-		
7		Photogramm	etry	<u>4 wks</u>	Thu 8/5/04	Wed 9/1/04									
8	1	Utility mappi	ng	4 wks	Thu 8/19/04	Wed 9/15/04									
9	1	RR Xing Alterna	tives analysis	25 days	Thu 8/5/04	Wed 9/8/04									
10		UPRR cross	ing alternatives	<u>2 wks</u>	Thu 8/5/04	Wed 8/18/04									
11	4	Phased impl	ementation options	<u>2 wks</u>	Thu 8/19/04	Wed 9/1/04									
12	-	Meet w/ UPI	R	0 days	Wed 9/1/04	Wed 9/1/04	9/1								
13	-	<u>Tech memo</u>		<u>1 wk</u>	Thu 9/2/04	Wed 9/8/04	N <b>í</b> †++++		···						
14	1	Direction fo	r final design	0 days	Wed 9/8/04	Wed 9/8/04	9/8								
15		Corridor alterna	tives	35 days	Thu 8/5/04	Wed 9/22/04									
16	-	<u>const</u> raints a	nalysis	<u>3 wks</u>	Thu <u>8/5/04</u>	Wed 8/25/04									
17	-	Preliminary i	alignments	<u>2 wks</u>	Thu 8/26/04	Wed 9/8/04								-	
18		Phased impl	ementation options	<u>2 wks</u>	Thu <u>9/9/04</u>	Wed 9/22/04									
19		Recommen	ded improvements	0 days	Wed 9/22/04	Wed 9/22/04	9/22								
20	-	Right of way requ	irements	2 wks	Thu 9/23/04	Wed 10/6/04									
21	-	Roadway drainag	je report	3 wks	Thu 9/23/04	Wed 10/13/04									
22	-	Landscape conce	ept report	<u>4 wks</u>	Thu 9/23/04	Wed 10/20/04									
23	-	Traffic analysis	report	90 days	Mon 8/2/04	Fri 12/3/04									
24		Data collecti	on	3 wks	Mon 8/2/04	Fri 8/20/04			+		-				
25		Existing con	ditions analysis	3 wks	Mon 8/23/04	Fri 9/10/04									
			Task		Sur	mmary	<b></b>	Split							
			Task Progress		Rol	lled Up Task	· 	External Task	3						
		nt line road widening at gra	Critical Task			lled Up Critical Task									
ate: T	nu 8/	/12/04	Critical Task Progress			lled Up Milestone		AZE2/1-11		*					
			Milestone				$\bigotimes$	Group By Sun	mary						
			whestone	igodolambda	Roi	lled Up Progress		Deadline		Ĺ					

			_ine Road Wide le Railroad Cros			
ID Task Name	Duration	Start	Finish			
26 Travel demar	d forecasts 4 wks	Mon 9/13/04	Fri 10/8/04		IJ J A SION DI J F MI	AMJJJASONDJFMAMJJASOI
27 Impact analys	is 4 wks	. Mon 10/11/04	Fri 11/5/04			
28 Documentatio	in 4 wks	Mon 11/8/04	Fri 12/3/04			
29 HazMat Initial site	assessment 55 days	Mon 8/2/04	Fri 10/15/04			
30 Initial meeting	is with City 2 wks	Mon 8/2/04	Fri 8/13/04			
31 Historic resea	irch 3 wks	Mon 8/16/04	Fri 9/3/04			
32 Limited field r	eview 3 wks	Mon 9/6/04	Fri 9/24/04			
33 Prepare repo	rt 3 wks	Mon 9/27/04	Fri 10/15/04			
34 Geotechnical Inv	estigation 55 days	Thu 9/23/04	Wed 12/8/04			
35 Initial meeting	js with City 2 wks	Thu 9/23/04	Wed 10/6/04			
36 Field investig	ations 3 wks	Thu 10/7/04	Wed 10/27/04			
37 Laboratory A	alysis 3 wks	5 Thu 10/28/04	Wed 11/17/04			
38 Prepare repo	rt 3 wks	Thu 11/18/04	Wed 12/8/04			
39 Environmental docum	nentation 160 days	Thu 9/23/04	Wed 5/4/05			
40 Project start-up/s	coping 20 days	Thu 9/23/04	Wed 10/20/04			
41 Project descr	iption 1 w	Thu 9/23/04	Wed 9/29/04			
42 Develop Prel	minary checklist 1 w	Thu 9/30/04	Wed 10/6/04			
43 City review/c	omments/revise 2 wks	5 Thu 10/7/04	Wed 10/20/04			
44 Environmental te	chnical studies 20 days	5 Thu 10/21/04	Wed 11/17/04			
45 Biological inv	estigation 2 wk	s Thu 10/21/04	Wed 11/3/04			
46 Air Quality ar	alysis 3 wk	s Thu 10/21/04	Wed 11/10/04			
47 Noise study	4 wk:	s Thu 10/21/04	Wed 11/17/04			
48 Cultural reso	urces 2 wk	s Thu 10/21/04	Wed 11/3/04			
49 Socioeconor	nic impacts 3 wks	s Thu 10/21/04	Wed 11/10/04			
50 Environmental D	ocument 120 days	s Thu 11/18/04	Wed 5/4/05			
	Task		ummary		Split	
	Task Progress	R	olled Up Task		External Tasks	
Project: grant line road widening at gra	Critical Task		olled Up Critical Task		Project Summary	
Date: Thu 8/12/04	Critical Task Progress	3666666663-328	biled Up Milestone			'K@' 'M#T'
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					ine Road Wid e Railroad Cro			
ID	e	Fask Name	Duration	Start	Finish	2005	2006 MJJASONDJFMAMJJ	
51	<u> </u>	Compile findings	4 wks	Thu 11/18/04	Wed 12/15/04			
52		Prepare admin draft IS	4 wks	Thu 12/16/04	Wed 1/12/05			
53		City review	3 wks	Thu 1/13/05	Wed 2/2/05			
54		revise/resubmit document	1 wk	Thu 2/3/05	Wed 2/9/05			
55	• • •	approved for circulation	0 days	Wed 2/9/05	Wed 2/9/05	<b>O</b> _2/9		
56		public circulation	30 edays	Wed 2/9/05	Fri 3/11/05			
57	-	public hearing	0 days	Fri 3/11/05	Fri 3/11/05	<b>O</b> _1 <sup>3</sup>	(11	
58	1	prepare addendum	16 days	Mon 3/14/05	Mon 4/4/05			
59		Council action/ND	0 days	Mon 4/4/05	Mon 4/4/05		4/4	
60		Statute of limitations	30 edays	Мол 4/4/05	Wed 5/4/05			
61		Approved environmental document	0 days	Wed 5/4/05	Wed 5/4/05		)- <mark>5/4</mark>	
62		Right of Way Activities	522 days	Thu 7/8/04	Fri 7/7/06			
63		Utility coordination	460 days	Thu 7/8/04	Wed 4/12/06			
64		Utility conflict mapping	12 wks	Thu 7/8/04	Wed 9/29/04			
65		Coordinate relocation design/agreemer	80 wks	Thu 9/30/04	Wed 4/12/06			
66	1	Finalize agreement	0 days	Wed 4/12/06	Wed 4/12/06		4(12	
67		Railroad permitting	347 days	Wed 9/22/04	Fri 1/20/06			
68		Meeting with PUC/UPRR	0 wks	Wed 9/22/04	Wed 9/22/04	9/22		
69		Prepare revised crossing details	4 wks	Thu 9/23/04	Wed 10/20/04			
70		Process plan details with UPRR	6 wks	Thu 10/21/04	Wed 12/1/04			
71		PUC Processing	189 days	Tue 2/8/05	Fri 10/28/05			
72		Prepare PUC application	8 wks	Tue 2/8/05	Mon 4/4/05			
73		Deliver PUC copy,UPRR copies	0 days	Wed 5/4/05	Wed 5/4/05		) <sub>1</sub> 5/4	
74		PUC listing	0 days	Fri 6/3/05	Fri 6/3/05		<b>()</b> <sub>1</sub> 6/3	
75		30 day circulation/protest period	30 edays	Fri 6/3/05	Sun 7/3/05			
		Task	I	Su	mmary		Split	
		Task Progress		Ro	lled Up Task	· · · · · · · · · · · · · · · · · · ·	External Tasks 😽 🕅	
Project: g	grant	line road widening at gra		Ro	lled Up Critical Tas		Project Summary	
Date: Th	u 8/1:	2/04 Critical Task Progress ●			lled Up Milestone		Group By Summar	<b>▼</b>
		Milestone	0		lled Up Progress	$\cup$	Deadline	
			<u> </u>					

				Line Road Wide de Railroad Cros	
ID <b>()</b> Tas	k Name	Duration	Start	Finish	2005 2006 2007
76	PUC prepares draft decision	3 wks	Мол 7/4/0	5 Fri 7/22/05	JASONDJEMAMJJASONDJEMAMJJASONDJEMAMJJAS
77	Mod Draft Decision, internal PUC (	6 wks	Mon 7/25/0	05 Fri 9/2/05	
78	Updated decision to commisioners	4 wks	Mon 9/5/0	5 Fri 9/30/05	
79	PUC meeting	4 wks	Моп 10/3/0	05 Fri 10/28/05	
80	Approval of permit	0 days	Fri 10/28/0	)5 Fri 10/28/05	€
81	UPRR agreements	100 days	Mon 9/5/0	05 Fri 1/20/06	
82	Draft C&M agreement	6 wks	Mon 9/5/0	05 Fri 10/14/05	
83	submit to UPRR	0 days	Fri 10/28/0	05 Fri 10/28/05	10/28
84	Review/circulation	8 wks	Mon 10/31/0	05 Fri 12/23/05	
85	Revise agreement	4 wks	Mon 12/26/0	05 Fri 1/20/06	
86	UPRR approvals	0 wks	Fri 1/20/0	06 Fri 1/20/06	
87	Right of Way Engineering	165 days	Thu 9/23/0	04 Wed 5/11/05	
88	Property line surveys (where needed)	4 wks	Thu 9/23/0	04 Wed 10/20/04	
89	Prepare plats & descriptions	<u>7 wks</u>	Thu 1/27/0	15 Wed 3/16/05	
90	City Review	4 wks	Thu 3/17/0	5 Wed 4/13/05	
91	Final legals/deeds for acquisition	4 wks	<u>Thu 4/14/0</u>	05 Wed 5/11/05	
92	approved acquisition docs	0 wks	Wed 5/11/0	05 Wed 5/11/05	5/11
93	Right of Way Acquisition	299 days	Thu 5/12/0	05 Tue 7/4/06	
94 ni	Appraisal/Checks	<u>16 wks</u>	<u>Thu 5/12/0</u>	25 <u>Wed 8/31/05</u>	
95	<u>City review</u>	<u>3 wks</u>	<u>Thu 9/1/0</u>	<u>15</u> Wed 9/21/05	
96	Offers/negotiations	18 wks	<u>Thu 9/22/0</u>	05 Wed 1/25/06	
97	council approves condemnation	0 days	Wed 1/25/0	06 Wed 1/25/06	1/25
98	Orders of possession	114 days	Thu 1/26/0	06 Tue 7/4/06	
99	Prepare/file, deposit just comp amo	4 wks	Thu 1/26/0	06 Wed 2/22/06	
100	<u>Receive OP from court</u>	<u>3 wks</u>	<u>Thu 2/23/0</u>	06 <u>Wed 3/15/06</u>	
	Task			Summary	Split 🐙
	Task Progress			Rolled Up Task 🛇	External Task
Project: grant line Date: Thu 8/12/0	e road widening at gra Critical Task			Rolled Up Critical Task	Project Summary
Jale. 100 0/12/0	4 Critical Task Progress		11111111.1.111	Rolled Up Milestone	Group By Summary
	Milestone	0		Rolled Up Progress	
				Page 4	

					Line Road Wide de Railroad Cros									
ID .	Task Name		Duration	Start	Finish	JASOND J	005		2006			20	07	
101	Serve p	apers	<u>3 wks</u>	Thu 3/16/00	6 Wed 4/5/06	JASUNUJ		AISUN	DJFM		JIAI2O			JJABO
102	orders o	of possession	90 edays	Wed 4/5/0	6 Tue 7/4/06				<sup>14</sup>		7			
103	propert	y "under control"	D days	Tue 7/4/0	6 Tue 7/4/06				i ii		7/4			
104	<b>R/W</b> Certification	/right of entry	0 days	Fri 7/7/0	6 Fri 7/7/06					L.	7/7			
105	Roadway plan P	rocessing	230 days	Thu 10/21/0	4 Wed 9/7/05									
106	70% Review	Submittal	90 days	Thu 10/21/0	4 Wed 2/23/05									
107	Prepare	roadway plans	6 wks	Thu 10/21/04	4 Wed 12/1/04									
108	Signal p	lans	<u>6 wks</u>	Thu 11/18/04	4 Wed 12/29/04									
109	<u>Quantit</u>	/ takeoff/cost estimates	<u>2 wks</u>	<u>Thu 12/30/04</u>	4 <u>Wed 1/12/05</u>	K						•		
110	<u>Special</u>	provisions	2 wks	Thu 1/13/0	5 Wed 1/26/05									
111	City Rev	view	<u>4 wks</u>	Thu 1/27/0	5 <u>Wed 2/23/05</u>									
112	100% PS&E	Submittal	80 days	Thu 2/24/0	5 Wed 6/15/05						1			
113	Roadwa	ay plan update	8 wks	Thu 2/24/0	5 Wed 4/20/05									
114	Quantity	takeoffs/cross sections	2 wks	Thu 4/21/0	5 Wed 5/4/05			•••						
115	special	provisions	2 wks	Thu 5/5/0	5 Wed 5/18/05				-	inguale de la contra de la cont				
116	City rev	iew	4 wks	Thu 5/19/0	5 Wed 6/15/05			-						
117	"Final" PS&	E Submittal	60 days	Thu 6/16/0	5 Wed 9/7/05						· ·   ·   ·   ·	+		
118	Roadwa	ay plan update	4 wks	Thu 6/16/0	5 Wed 7/13/05		Ť	n T i i						
119	Quantit	y takeoffs/cross sections	1 wk	Thu 7/14/0	5 Wed 7/20/05			Ľ.						
120	special	provisions	1 wk	Thu 7/21/0	5 Wed 7/27/05			<b>K</b>						
121	City rev	iew	3 wks	Thu 7/28/0	5 Wed 8/17/05			Ĩ.						
122	Plan/sp	ec. update	2 wks	Thu 8/18/0	5 Wed 8/31/05									
123	"Final" (	eview (sign plans)	1 wk	Thu 9/1/0	5 Wed 9/7/05									
124	Construction Ad	lvertising	67 days	Thu 4/6/0	96 Fri 7/7/06			P						
125	Council staff	report	3 wks	Thu 4/6/0	06 Wed 4/26/06									
		Task	·	s	Summary 🛇		Sp	lit 🛡		▼				
		Task Progress 🔶		R	Colled Up Task		Ex	ternal, as	ks			<u>đa 20</u>		
Project: gr Date: Thu	ant line road widening at gra	Critical Task		R	Rolled Up Critical Task		Pri	oject Sumr	nary	1910		Neuroscientes		
		Critical Task Progress			colled Up Milestone			oup By Su						
			0		colled Up Progress			adline						
					Page 5									

					Line Road Wid de Railroad Cro	
ID <b>O</b> Tas	sk Name		Duration	Start	Finish	
126	Council appr	oval to advertise	0 days	Wed 4/26/0		JJASONDJEMAMJJASONDJEMAMJJASONDJJEMAMJJJASO 6
127	Advertise proj	ect	8 wks	Thu 4/27/0	06 Wed 6/21/06	
128	Bid opening		0 days	Fri 7/7/0	6 Fri 7/7/06	δ
129 Ro	adway Construction		265 days	Fri 8/4/0	6 Fri 8/10/07	
130 🖬	Begin construction		0 days	Fri 8/4/0	6 Fri 8/4/06	6
131	Mobilization		<u>2 wks</u>	Mon 8/7/0	6 <u>Fri 8/18/06</u>	
132	Begin rough grading		80 days	Mon 8/21/0	06 Fri 12/8/06	6
133	<u>Clear and Grub</u>		2 wks	Mon 8/21/0	<u>6 Fri 9/1/06</u>	$\overline{\mathbf{y}}$
134	begin rough gradir	g	<u>8 wks</u>	Mon 9/4/0	6 <u>Fri 10/27/06</u>	2
135	rough drainage		6 wks	Mon 10/30/0	6 <u>Fri 12/8/06</u>	3
136	Roadway construction	1	175 days	Mon 12/11/0		
137	<u>make subgrade</u>		<u>6 wks</u>	Mon 12/11/0		
138	f <u>inish drainage</u>	· · · · · · · · · · · · · · · · · · ·	<u>4 wks</u>	Mon 1/22/0		
139	rough electrical		<u>3 wks</u>	Mon 2/19/0		
140	base rock		4 wks	Mon 3/12/0		
141	<u>construct curbs</u>		<u>4 wks</u>	<u>Mon 4/9/0</u>		
142	<u>drainage inlets</u> paving, initial lifts		<u>2 wks</u> 3 wks	<u>Man 5/7/0</u> Mon 5/21/0		
144	finish electrical		2 wks	Mon 6/11/0		
145	final paving		2 wks	Mon 6/25/0		
146	signals and lightin	a	3 wks	Mon 7/9/0		
147	signing and stripin	-	2 wks	Mon 7/30/0		7
148	project complete	a 	0 days	Fri 8/10/0		
		Task <b>♦</b>			Summary	sp.7
Project: grant lin	ne road widening at gra	Task Progress			Rolled Up Task	External Tasks
Date: Thu 8/12/		Critical Task		ananassaa	Rolled Up Critical Ta	Task Project summary
	ļ	Critical Task Progress			Rolled Up Milestone	
		Milestone	$\bigcirc$	1	Rolled Up Progress	Deadline
					Page 6	



# **EXHIBIT A-2**

#### SCHEDULE OF PERFORMANCE

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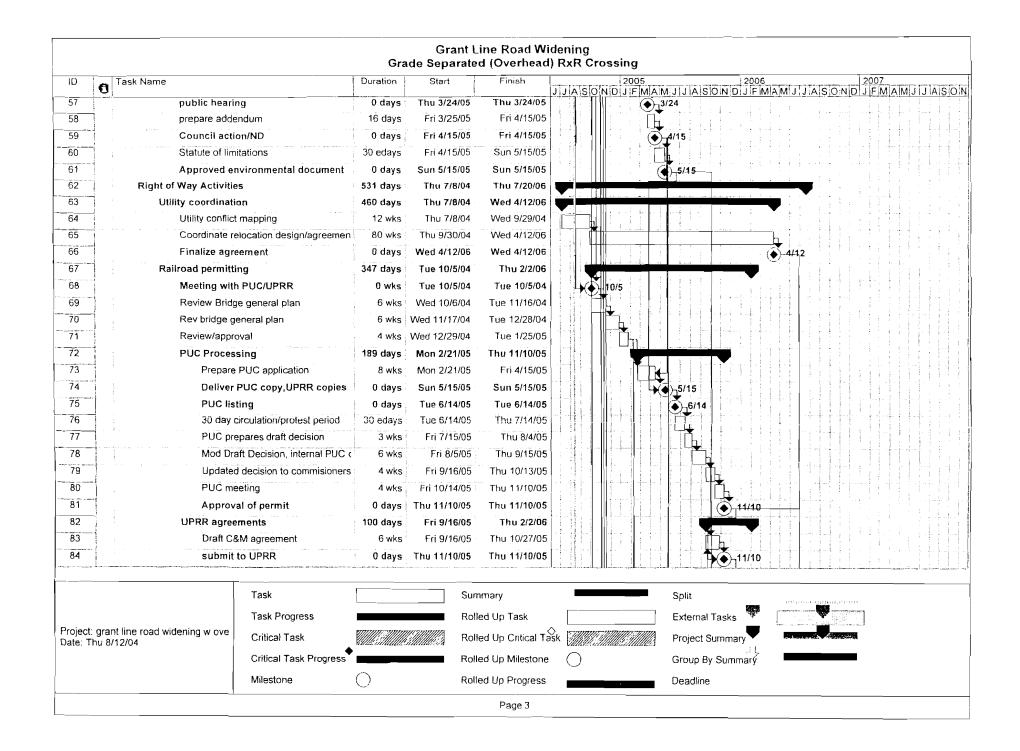
# Exhibit A.2

Grant Line Road Widening Grade Separated (Overhead) RxR Crossing

O     Task Name     Outlation     Statt     Finish       1     Widening Design     531 days     Thu 7/2044     Thu 7/2044     Thu 7/2045       2     Bise Mapping     19 days     Thu 7/2044     Thu 7/2044     Thu 7/2044       3     Bise Mapping     19 days     Thu 7/2044     Thu 7/2044     Thu 7/2044       4     Base Mapping     19 days     Thu 7/2044     Thu 7/2044     Thu 7/2044       6     Detain rights of rentry     4 viss     Thu 7/2044     Weed 9/1504       7     Photogrammetry     4 viss     Thu 7/2044     Weed 9/1504       8     RX ing Alfenementalities analysis     2 days     Thu 8/2044     Weed 9/1504       7     Photogrammetry     4 viss     Thu 7/2044     Weed 9/1504       8     RX ing Alfenemic adianas     2 mes     Weed 9/1504     The 9/1644       10     UR197 cossing alternatives     2 mes     Weed 9/1504     The 9/1644       11     Phased informemetry     1 mes     1 mes     1 mes     1 mes       12     Meet widt PR     0 days     The 9/1644     The 9/1644     The 9/1644       13     Reference in Indroxes     2 mes     1 mes     2 mes     1 mes       14     Detaction for Ind design     0 days <t< th=""><th></th><th></th><th></th><th></th><th>Gra</th><th>ide Separat</th><th>ed (Overhead)</th><th>RxR Crossing</th><th></th><th></th></t<>					Gra	ide Separat	ed (Overhead)	RxR Crossing		
1       Videning Design       \$31 days       Thu 72006         2       10       Begin work       0 days       Thu 72006         3       Prelim(nary Engineering       119 days       Thu 72006	ID	0	Task Name		Duration	Start				
3       Preiminary Engineering       119 days       Thu 7/804       Thu 7/804       Yead 91500         4       Base Mapping       50 days       Thu 7/804       Wed 91500         5       obtain lights of entry       4 wis       Thu 7/804       Wed 91500         6       Detailed control and RW surveys       4 wis       Thu 7/804       Wed 91600         7       Photogrammetry       4 wis       Thu 87404       Wed 917504         8       UBITy mapping       4 wis       Thu 87404       Wed 917504         9       RR Xing Alternatives analysis       25 days       Wed 917604       Tue 92106         10       UBITS consist allernatives       2 wis       Wed 917504       Tue 92106         11       Phased intermentation actions       2 wis       Wed 917504       Tue 92106         12       Meak wURR       0 days       Tue 92106       Tue 912106         13       Tach memo       1 txi       Med 917504       Tue 92106         14       Direction for final design       0 days       Tue 92106       Tue 90204         14       Direction for linal design       2 wis       Med 91204       Tue 90204         14       Direction for linal design       2 wis       Med 91204	1		Widening Design		531 days	Thu 7/8/04				
4     Base Mapping     50 days     Thu 7/804     Wed 9/1504       5     ottain rights of entry     4 wis     Thu 7/804     Wed 20/064       6     Detailed ontoil and RW surveys     4 wis     Thu 7/804     Wed 20/064       7     Photogrammetry     4 wis     Thu 7/804     Wed 20/064       8     Utility mapping     4 wis     Thu 8/804     Wed 20/064       9     RR Xing Alternatives analysis     25 days     Wed 20/064     Tue 8/21064       10     UPRR crossing alternatives     2 wis     Wed 20/064     Tue 8/21064       11     Phased involves analysis     2 wis     Wed 20/064     Tue 8/21064       12     Maet w/ UPRR     0 days     Tue 9/1404     Tue 9/1404     Tue 9/1404       13     I dech memo     1 with Wed 9/1508     Ved 8/21064     Ved 9/1604       14     Direction for final degin     0 days     Tue 9/2104     Tue 9/21064       16     constraints analysis     2 wis     Wed 9/2004     Tue 10/8064       16     constraints analysis     2 wis     Wed 9/2004     Tue 10/8064       16     constraints analysis     2 wis     Wed 9/2004     Tue 10/8064       16     constraints analysis     2 wis     Wed 10/2004     Tue 10/2004       17	2	n	Begin work		0 days	Wed 8/18/04	Wed 8/18/04	() <mark>-</mark> 8/18		
5       obtain rights of entry       4 wks       Thu 7/8/04       Wed 8/404         6       Detailed control and RUW surveys       4 wks       Thu 7/8/04       Wed 8/404         7       Protogrammetry       4 wks       Thu 8/9/04       Wed 9/1504         9       RR Xing Alternatives analysis       25 days       Wed 8/404       Tue 9/2/04         10       UPRR cossing alternatives       2 wks       Wed 9/1504       Tue 9/2/04         11       Phased mplementation options       2 wks       Wed 9/164       Tue 9/2/04         12       Meet w/ UPRR       0 days       Tue 9/2/04       Tue 9/2/04         13       Lech nems       Jue 9/14/04       Tue 9/2/04       Jue 9/14/04         14       Direction for final design       0 days       Tue 9/2/04       Jue 9/2/04         15       Corridor alternatives       35 days       Wed 9/8/04       Jue 9/2/04         16       Corridor alternatives       3 wks       Med 9/8/04       Jue 9/2/04       Jue 9/2/04         16       Recommended Improvements       2 wks       Med 9/8/04       Jue 9/2/04       Jue 9/2/04         17       Recommended Improvements       2 wks       Wed 9/8/04       Jue 9/2/04       Jue 9/2/04         18	3		Preliminary Engineer	ing	119 days	Thu 7/8/04	Tue 12/21/04			
6       Detailed control and RW surveys       4 wks       Thu 8/504       Wed 8/404         7       Protogrammetry       4 wks       Thu 8/504       Wed 9/104         8       URK mapping       4 wks       Thu 8/504       Wed 9/104         9       RR Xing Alternatives analysis       2 vks       Wed 9/104       Tue 9/2106         10       URR cossima elementation outcoms       2 vks       Wed 9/104       Tue 9/2104         11       Prosect infant design       0 days       Tue 9/1404       Tue 9/1404         12       Meat wi UPR       0 days       Tue 9/1404       Tue 9/1404         13       Tech memo       1 vks       Wed 9/1004       Tue 10/504         14       Direction for final design       0 days       Tue 9/2104       Tue 9/2104         16       constraints analysis       3 vks       Wed 8/1004       Tue 10/504         16       constraints analysis       2 vks       Wed 8/1004       Tue 10/504         17       Proteinmende Improvements       2 vks       Wed 8/1004       Tue 10/504         18       Constaints analysis       2 vks       Wed 8/1004       Tue 10/504         21       Roadway dainage report       3 vks       Wed 8/1804       Tue 9/704	4		Base Mapping		50 days	Thu 7/8/04	Wed 9/15/04			
7       Phologrammetry       4 wks       Thu 8/504       Wed 9/104         8       Utility mapping       4 wks       Thu 8/1904       Wed 9/104         9       RR Xing Alternatives analysis       2 dds       Wed 9/104       Lue 9/104         10       UPRR cossing alternatives       2 wks       Wed 9/104       Lue 9/104         11       Phased midlementation automs       2 wks       Wed 9/104       Lue 9/104         12       Med wild UPRR       0 days       Tue 9/104       Lue 9/104         13       Iach memo       1 wk       Wed 9/104       Lue 9/104         14       Direction for final design       0 days       Tue 9/2104       Lue 9/2104         16       constraints analysis       3 uks       Wed 9/1804       Lue 9/2104         17       Preliminary alternative sciencilian       2 wks       Wed 9/1804       Lue 10/1964         20       Right of way requirements       2 wks       Wed 9/1804       Tue 10/1964         21       Radaway dirinage report       3 wks       Wed 9/1804       Tue 10/1964         22       Landscape concel albandy       s wks       Wed 9/1804       Tue 10/1964         22       Landscape concel albandy       s wks       Wed 9/1804       <	5		obtain rights	of entry	4 wks	Thu 7/8/04	Wed 8/4/04			
8       Utility mapping       4 wis       Thu 8/19/04       Wed 9/1504         9       RR Xing Alternatives analysis       25 days       Wed 9/1604       Tue 9/2104         10       UPRR cossing alternatives       2 wis       Wed 9/1604       Tue 9/2104         11       Passed implementation outcoms       2 wis       Wed 9/1604       Tue 9/1404         12       Meet wi UPRR       0 days       Tue 9/1404       Tue 9/1404         13       Tech memo       1 wis       Wed 9/1504       Tue 9/1404       Tue 9/2104         14       Direction for final design       0 days       Tue 9/2104       Tue 9/2104       Tue 9/2104         16       constraints analysis       3 wiss       Wed 9/2024       Tue 10/504       Tue 9/2104         16       gonstraints analysis       3 wiss       Wed 9/2024       Tue 10/504       Tue 9/204         17       Preismany algorments       2 wiss       Wed 9/2024       Tue 10/504       Tue 10/504         20       Right of way requirements       2 wis       Wed 9/204       Tue 10/204       10/5         21       Readway dianage report       3 wiss       Wed 9/204       Tue 10/204       10/5         22       Landscapee concoept report       4 wis	6		Detailed cont	trol and R/W surveys	4 wks	Thu 7/8/04	Wed 8/4/04	▶ TLI		
9       RR Xing Alternatives analysis       25 days       Wed 8/180/4       Tue 9/21/04         10       UPRR cossing alternatives       2 k/s       Wed 8/180/4       Lie 8/21/04         11       Phased implementation options       2 w/s       Wed 9/190/4       Lie 8/14/04         11       Phased implementation options       2 w/s       Wed 9/150/4       Lie 8/14/04         12       Meet w/ UPRR       0 days       Tue 9/21/04       Tue 9/21/04         13       Tach mema       1 w/s       Wed 9/150/4       Tue 9/21/04         14       Direction for final design       0 days       Tue 9/21/04       Tue 9/21/04         16       constraints analysis       3 w/s       Wed 9/180/4       Tue 9/21/04         16       constraints analysis       3 w/s       Wed 9/180/4       Tue 9/21/04         17       Preleminary alignments       2 w/s       Wed 9/280/4       Tue 10/50/4         17       Preleminary alignments       2 w/s       Wed 9/280/4       Tue 10/50/4         17       Preleminary alignments       2 w/s       Wed 9/280/4       Tue 10/50/4         17       Roadwiry drainage report       3 dw/s       Wed 9/280/4       Tue 10/26/4         121       Roadwiry drainage report <td< td=""><td>7</td><td></td><td>Photogramm</td><td>etry</td><td>4 wks</td><td>Thu 8/5/04</td><td>Wed 9/1/04</td><td></td><td></td><td></td></td<>	7		Photogramm	etry	4 wks	Thu 8/5/04	Wed 9/1/04			
10       UPRE crossing alternatives       2 wis       Wed 2/1804       Lue 2/104       Jue 2/104         11       Phased implementation options       2 wis       Wed 2/104       Lue 2/104       Jue 2/104         12       Meet w/ UPRR       0 days       Tue 9/1404       Tue 9/1404       Tue 9/1404         14       Direction for final design       0 days       Tue 9/2104       Tue 9/2104       Size 2/104         16       Corridor alternatives       35 days       Wed 2/104       Tue 9/2104       Jue 9/2104         17       Pretiminary alignments       2 wis       Wed 2/2024       Jue 2/104       Jue 9/2104         18       Bridge general plant/type selection       0 days       Tue 9/2104       Tue 9/2104       Jue 9/2104         19       Recommended improvements       2 wis       Wed 9/204       Tue 10/1904       Jue 9/2004         20       Right of way requirements       2 wis       Wed 9/204       Tue 10/1904       Jue 10/1904         21       Roadway drainage report       30 wis       Wed 9/204       Tue 1/204       Jue 10/204         22       Landscace concept report       3 wis       Wed 9/204       Tue 10/204       Jue 10/204         23       Traffic analysis       4 wis       Wed 10/2	8		Utility mapping	ŋg	4 wks	Thu 8/19/04	Wed 9/15/04			
11       Phased implementation collons       2.vks       Wed 9/10/4       Tue 9/14/04         12       Meet wi UPRR       0 days       Tue 9/14/04       Tue 9/14/04         13       Tach memo       1/m 4       Wed 9/15/04       Tue 9/14/04         14       Direction for final design       0 days       Tue 9/14/04       Tue 9/14/04         15       Corridor alternatives       35 days       Wed 9/15/04       Tue 9/21/04       Fue 9/21/04         16       Constraints antexis       3.vks       Wed 9/15/04       Tue 9/21/04       Fue 9/21/04         16       Constraints antexis       3.vks       Wed 9/15/04       Tue 9/21/04       Fue 9/21/04         17       Preteminary afgaments       2.vks       Wed 9/16/04       Tue 10/5/04       Fue 10/5/04         18       Bridia caeneral ident/tuo selection       0 days       Tue 10/5/04       Tue 10/5/04       Fue 10/5/04         20       Right of way requirements       2.vks       Wed 9/18/04       Tue 10/5/04       Fue 10/26/04       Fue 10/26/04         21       Roadway finage report       9 days       Wed 9/18/04       Tue 9/27/04       Fue 10/26/04       Fue 10/26/04       Fue 10/26/04       Fue 10/26/04       Fue 9/27/04       Fue 9/27/04       Fue 10/26/04 <td< td=""><td>9</td><td></td><td>RR Xing Alternat</td><td>lives analysis</td><td>25 days</td><td>Wed 8/18/04</td><td>Tue 9/21/04</td><td></td><td></td><td></td></td<>	9		RR Xing Alternat	lives analysis	25 days	Wed 8/18/04	Tue 9/21/04			
12       Meet w/ UPRR       0 days       Tue 9/14/04       Tue 9/14/04       Tue 9/14/04         13       Jirection for final design       0 days       Tue 9/14/04       Tue 9/14/04       Tue 9/14/04         14       Direction for final design       0 days       Tue 9/14/04       Tue 9/14/04       Tue 9/14/04         16       Corridor alternatives       35 days       Wed 9/18/04       Tue 9/14/04       Tue 9/14/04         17       Corridor alternatives       31 ws       Wed 9/18/04       Tue 9/14/04       Tue 9/14/04         18       Direction for final design       2 wiss       Wed 9/18/04       Tue 9/14/04       Tue 9/14/04         19       Recommended Improvements       2 wiss       Wed 9/18/04       Tue 10/5/04       Tue 10/5/04         20       Right of way requirements       2 wiss       Wed 9/18/04       Tue 9/12/04       Tue 10/5/04         21       Rodscare concent report       3 ws       Wed 10/60/04       Tue 9/26/04       Tue 10/5/04         22       Landscape concent report       3 ws       Wed 9/18/04       Tue 9/26/04       Tue 10/26/04         23       Traftic analysis       3 wks       Wed 9/29/04       Tue 10/26/04       External Tasks         26       Travei demand forecasts       <	10		UPRR cross	ing alternatives	<u>2 wks</u>	Wed 8/18/04	Tue 8/31/04			
13       Tech memo       1 wk       Wed 9/1504       Tue 9/21/04       Tue 9/21/04         14       Direction for final design       0 days       Tue 9/21/04       Tue 9/21/04       Tue 9/21/04         15       Corridor alternatives       35 days       Wed 9/1504       Tue 9/21/04       Tue 9/21/04         16       constraints anelysis       3 uks       Wed 9/1204       Tue 9/21/04       Tue 9/21/04         17       Preliminary alignments       2 uks       Wed 9/2004       Tue 9/21/04       Tue 9/21/04         18       Bridge general plandyze selection       2 uks       Wed 9/22/04       Tue 10/504       Tue 10/504         20       Right of way requirements       2 uks       Wed 10/604       Tue 10/504       Tue 10/504         21       Roadway drainage report       3 wks       Wed 10/604       Tue 10/2044       Tue 10/2044         24       Data collection       3 wks       Wed 9/804       Tue 9/2044       Tue 9/2044         25       Existing conditions analysis       3 wks       Wed 9/804       Tue 10/2044       Existing conditions analysis       3 wks         26       Travel demand forecasts       4 wks       Wed 10/20/4       Tue 1/2044       Existing conditions analysis       3 wks       Wed 10/20/4	11		Phased impl	ementation options	<u>2 wks</u>	Wed 9/1/04	Tue 9/14/04			
14       Direction for linal design       0 days       Tue 9/21/04       Tue 9/21/04       Tue 9/21/04       Tue 9/21/04         15       Corridor alternatives       35 days       Wed 8/18/04       Tue 9/21/04       Tue 9/21/04         16       constraints analysis       3 wks       Wed 8/18/04       Tue 9/21/04       Tue 9/21/04         17       Preteminary alignments       2 wiss       Wed 9/80/04       Tue 9/21/04       Tue 9/21/04         18       Bridge general plan/two selection       2 wiss       Wed 9/80/04       Tue 10/5/04       Tue 10/5/04         20       Right of way requirements       2 wks       Wed 10/60/04       Tue 10/5/04       Tue 10/5/04         21       Roadway drainage report       3 wks       Wed 10/60/04       Tue 9/2/04       10/15/04         22       Landscane conteel report       4 wks       Wed 10/60/04       Tue 9/2/04       10/15/04         23       Traffic analysis report       90 days       Wed 9/80/04       Tue 9/2/04       10/12/04         24       Data collection       3 wks       Wed 9/80/04       Tue 9/2/04       10/12/04         25       Travel demand forecasts       4 wks       Wed 10/2/04       Tue 10/2/04       10/12/04         27       Impact analysis <td>12</td> <td></td> <td>Meet w/ UPF</td> <td>R</td> <td>0 days</td> <td>Tue 9/14/04</td> <td>Tue 9/14/04</td> <td>9/14</td> <td></td> <td></td>	12		Meet w/ UPF	R	0 days	Tue 9/14/04	Tue 9/14/04	9/14		
15       Corridor alternatives       35 days       Wed B/18/04       Tue 10/5/04         16       constraints analysis       3 wks       Wed 9/8/04       Tue 9/2/04         17       Preterminary alignments       2 wks       Wed 9/8/04       Tue 9/2/04         19       Recommended improvements       0 days       Tue 10/5/04       Tue 10/5/04         20       Right of way requirements       2 wks       Wed 9/8/04       Tue 10/5/04         21       Roadway drainage report       3 wks       Wed 10/6/04       Tue 10/2/04         23       Traffic analysis report       90 days       Wed 8/18/04       Tue 10/2/04         24       Data collection       3 wks       Wed 9/8/04       Tue 9/2/04         25       Existing conditions analysis       3 wks       Wed 9/8/04       Tue 9/2/04         26       Travel demand forecasts       4 wks       Wed 10/2/04       Tue 10/2/04         26       Travel demand forecasts       4 wks       Wed 10/2/04       Tue 10/2/04         27       Impact analysis       4 wks       Wed 10/2/104       Tue 10/2/04         27       Impact analysis       S wks       Wed 10/2/104       Tue 10/2/2/04         28       Documentation       4 wks       Wed 1	13		Tech memo		<u>1 wk</u>	Wed 9/15/04	Tue 9/21/04			
16       constraints analysis       3 wks       Wed 9/18/04       Tue 9/2/04         17       Preliminary alignments       2 wks       Wed 9/2004       Tue 9/2/04         18       Bridge general plant/type selection       2 wks       Wed 9/2004       Tue 10/5/04         20       Right of way requirements       2 wks       Wed 9/2004       Tue 10/5/04         21       Roadway drainage report       3 wks       Wed 10/6/04       Tue 10/204         23       Traffic analysis report       90 days       Wed 8/8/04       Tue 9/2/04         24       Data collection       3 wks       Wed 9/8/04       Tue 9/2/04         25       Existing conditions analysis       3 wks       Wed 9/8/04       Tue 9/2/04         26       Travel demand forecasts       4 wks       Wed 9/29/04       Tue 9/2/04         26       Travel demand forecasts       4 wks       Wed 9/29/04       Tue 10/26/04         27       Impact analysis       4 wks       Wed 10/27/04       Tue 11/22/04         28       Documentation       4 wks       Wed 10/27/04       Tue 12/2/04         29/12/04       Task Progress       Critical Task       Critical Task       Folled Up Task         Critical Task       Critical Task       Rol	14		Direction fo	r final design	0 days	Tue 9/21/04	Tue 9/21/04	9/21		
17       Preliminary alignments       2 wis       Wed 9/2004       Tue 9/21/04         18       Bridae general plan/type selection       2 wks       Wed 9/22/04       Tue 10/5/04         19       Recommended Improvements       0 days       Tue 10/5/04       Tue 10/5/04         20       Right of way requirements       2 wks       Wed 9/22/04       Tue 10/5/04         21       Roadway drainage report       3 wks       Wed 10/6/04       Tue 10/26/04         23       Traffic analysis report       90 days       Wed 8/18/04       Tue 9/7/04         24       Data collection       3 wks       Wed 9/29/04       Tue 9/2/04         25       Existing conditions analysis       3 wks       Wed 8/18/04       Tue 9/2/04         26       Travel demand forecasts       4 wks       Wed 10/27/04       Tue 10/26/04         27       Impact analysis       4 wks       Wed 10/27/04       Tue 10/26/04         28       Documentation       4 wks       Wed 11/2/04       Tue 10/26/04         29       Impact analysis       4 wks       Wed 11/2/04       Tue 10/26/04         29       Documentation       4 wks       Wed 10/27/04       Tue 10/26/04         20       Travel demand forecasts       A wks	15		Corridor alternat	tives	35 days	Wed 8/18/04	Tue 10/5/04			
18       Bridge general plant/we selection       2 w/s       Wed 9/22/04       Tue 10/5/04         19       Recommended improvements       0 days       Tue 10/5/04       Tue 10/5/04         20       Right of way requirements       2 w/s       Wed 10/6/04       Tue 10/5/04         21       Roadway drainage report       3 w/s       Wed 10/6/04       Tue 11/2/04         22       Landscape concept report       4 w/s       Wed 10/6/04       Tue 10/2/04         24       Data collection       3 w/s       Wed 9/8/04       Tue 9/7/04         25       Existing conditions analysis       3 w/s       Wed 9/8/04       Tue 9/28/04         26       Travel demand forecasts       4 w/s       Wed 10/27/04       Tue 11/2/04         27       Impact analysis       4 w/s       Wed 11/24/04       Tue 12/21/04         28       Documentation       4 w/s       Wed 11/24/04       Tue 12/21/04         29       Documentation       4 w/s       Rolled Up Task       External Tasks         20       Critical Task       Critical Task       Rolled Up Critical Task       Project Summary         21       Task Progress       Rolled Up Milestone       Group By Summary       Task         29       Rolled Up Progress	16		<u>constraints</u> a	nal <u>ysis</u>	<u>3 wks</u>	Wed 8/18/04	Tue 9/7/04			
19       Recommended improvements       0 days       Tue 10/5/04       Tue 10/5/04       Tue 10/5/04         20       Right of way requirements       2 wks       Wed 10/6/04       Tue 10/19/04       Tue 10/26/04         21       Roadway drainage report       3 wks       Wed 10/6/04       Tue 10/26/04       Tue 10/26/04         22       Landscape concept report       4 wks       Wed 10/6/04       Tue 12/21/04       Import 11/2/04         23       Traffic analysis report       90 days       Wed 8/18/04       Tue 9/7/04       Import 11/2/04         24       Data collection       3 wks       Wed 9/18/04       Tue 9/28/04       Tue 9/28/04         25       Existing conditions analysis       3 wks       Wed 9/18/04       Tue 9/28/04       Import 9/28/04         27       Impact analysis       4 wks       Wed 9/29/04       Tue 9/28/04       Tue 9/28/04         27       Impact analysis       4 wks       Wed 10/27/04       Tue 10/26/04       Import 9/28/04       Import 9/28/04         28       Documentation       4 wks       Wed 11/24/04       Tue 12/21/04       External Tasks       Import 11/28/04         Project: grant line road widening w ove       Task       Summary       Split       Import 13/20/2       Import 13/20/2	17		Preliminary a	alignments	<u>2 wks</u>	Wed 9/8/04	<u>Tue 9/21/04</u>			
20       Right of way requirements       2 w/s       Wed 10/6/04       Tue 10/19/04         21       Roadway drainage report       3 w/s       Wed 10/6/04       Tue 10/26/04         22       Landscape concept report       4 w/s       Wed 10/6/04       Tue 11/2/04         23       Traffic analysis report       90 days       Wed 8/18/04       Tue 9/28/04         24       Data collection       3 w/s       Wed 8/18/04       Tue 9/28/04         25       Existing conditions analysis       3 w/s       Wed 9/29/04       Tue 9/28/04         26       Travel demand forecasts       4 w/s       Wed 10/27/04       Tue 11/21/04         28       Documentation       4 w/s       Wed 11/24/04       Tue 12/21/04         Project grant line road widening w ove       Task       Summary       Split         28       Critical Task       Critical Task       Rolled Up Task       External Tasks         Critical Task       Rolled Up Critical Task       Project Summary       Split         Milestone       Rolled Up Progress       Group By Summary       Toe         Data collarity       Rolled Up Progress       Deadline       Headline	18		<u>Bridge gener</u>	ral plan/type selection	<u>2 wks</u>	Wed 9/22/04	<u>Tue 10/5/04</u>			
21       Roadway drainage report       3 wks       Wed 10/6/04       Tue 10/26/04         22       Landscape concept report       4 wks       Wed 10/6/04       Tue 11/2/04         23       Traffic analysis report       90 days       Wed 8/18/04       Tue 12/21/04         24       Data collection       3 wks       Wed 8/18/04       Tue 9/7/04         25       Existing conditions analysis       3 wks       Wed 9/8/04       Tue 9/26/04         26       Travel demand forecasts       4 wks       Wed 9/29/04       Tue 10/26/04         27       Impact analysis       4 wks       Wed 9/29/04       Tue 10/26/04         28       Documentation       4 wks       Wed 10/27/04       Tue 11/2/04         28       Documentation       4 wks       Wed 10/27/04       Tue 12/21/04         Project: grant line road widening wove       Task       Summary       Split         28       Critical Task       Rolled Up Task       External Tasks         29       Critical Task       Rolled Up Critical Task       Project Summary         20       Group By Summary       Group By Summary       Tue 10/26/04         20       Miestone       Rolled Up Progress       Deadline	19		Recommen	ded improvements	0 days	Tue 10/5/04	Tue 10/5/04	10/5		
22       Landscape concept report       4 wks       Wed 10/6/04       Tue 11/2/04         23       Traffic analysis report       90 days       Wed 8/18/04       Tue 12/21/04         24       Data collection       3 wks       Wed 8/18/04       Tue 9/7/04         25       Existing conditions analysis       3 wks       Wed 9/8/04       Tue 9/28/04         26       Travel demand forecasts       4 wks       Wed 9/29/04       Tue 10/26/04         27       Impact analysis       4 wks       Wed 10/27/04       Tue 11/23/04         28       Documentation       4 wks       Wed 11/24/04       Tue 12/21/04         Project: grant line road widening wove late: Thu 8/12/04       Task       Summary       Split         Task       Summary       Split       External Tasks         Critical Task       Rolled Up Task       Group By Summary       Split         Milestone       Rolled Up Progress       Group By Summary       Split         Milestone       Rolled Up Progress       Deadline       1	20		Right of way requ	irements	2 wks	Wed 10/6/04	Tue 10/19/04	THI.		
23       Traffic analysis report       90 days       Wed B/18/04       Tue 12/21/04         24       Data collection       3 wks       Wed B/18/04       Tue 9/7/04         25       Existing conditions analysis       3 wks       Wed 9/8/04       Tue 9/28/04         26       Travel demand forecasts       4 wks       Wed 9/29/04       Tue 10/26/04         27       Impact analysis       4 wks       Wed 10/27/04       Tue 11/23/04         28       Documentation       4 wks       Wed 11/24/04       Tue 12/21/04         Froject: grant line road widening w ove         Task       Summary       Split         Task       Rolled Up Task       External Tasks         Critical Task       Milestone       Group By Summary         Milestone       Rolled Up Progress       Deadline	21		Roadway drainag	e report	3 wks	Wed 10/6/04	Tue 10/26/04			
24       Data collection       3 wks       Wed B/18/04       Tue 9/7/04         25       Existing conditions analysis       3 wks       Wed 9/8/04       Tue 9/28/04         26       Travel demand forecasts       4 wks       Wed 9/29/04       Tue 10/26/04         27       Impact analysis       4 wks       Wed 10/27/04       Tue 11/23/04         28       Documentation       4 wks       Wed 11/24/04       Tue 12/21/04         Froject: grant line road widening w ove         Critical Task       Summary       Split         Critical Task       Critical Task       Rolled Up Task       External Tasks         Critical Task       Rolled Up Milestone       Group By Summary       Group By Summary         Milestone       Nelled Up Progress       Deadline       Tue	22		Landscape conce	ept report	<u>4 wks</u>	Wed 10/6/04	<u>Tue 11/2/04</u>			
25       Existing conditions analysis       3 wks       Wed 9/8/04       Tue 9/28/04         26       Travel demand forecasts       4 wks       Wed 9/29/04       Tue 10/26/04         27       Impact analysis       4 wks       Wed 10/27/04       Tue 11/23/04         28       Documentation       4 wks       Wed 11/24/04       Tue 12/21/04         28       Documentation       4 wks       Wed 11/24/04       Tue 12/21/04         29       Documentation       4 wks       Wed 11/24/04       Tue 12/21/04         29       Documentation       4 wks       Wed 11/24/04       Tue 12/21/04         20       Critical Task       Summary       Split       Impact Split         20       Task Progress       Rolled Up Task       External Tasks       Impact Split         20       Critical Task       Rolled Up Critical Task       Group By Summary       Impact Split         21       Milestone       Impact Split       Impact Split       Impact Split       Impact Split         22       Task Progress       Rolled Up Progress       Group By Summary       Impact Split       Impact Split         23       Nilestone       Impact Split       Impact Split       Impact Split       Impact Split       Impact Split	23		Traffic analysis	report	90 days	Wed 8/18/04	Tue 12/21/04			
26       Travel demand forecasts       4 wks       Wed 9/29/04       Tue 10/26/04         27       Impact analysis       4 wks       Wed 10/27/04       Tue 11/23/04         28       Documentation       4 wks       Wed 11/24/04       Tue 12/21/04         Project: grant line road widening w ove Date: Thu 8/12/04       Task       Summary       Split         Critical Task       Critical Task       Rolled Up Critical Task       Project Summary         Milestone       Rolled Up Progress       Group By Summary       Group By Summary	24		Data collecti	on	3 wks	Wed 8/18/04	Tue 9/7/04			
27       Impact analysis       4 wks       Wed 10/27/04       Tue 11/23/04         28       Documentation       4 wks       Wed 11/24/04       Tue 12/21/04         Forject: grant line road widening w ove         Critical Task       Summary       Split         Critical Task Progress       Rolled Up Task       External Tasks         Critical Task Progress       Rolled Up Critical Task       Project Summary         Milestone       Image: Rolled Up Progress       Group By Summary         Deadline       Image: Rolled Up Progress       Deadline	25		Existing con	ditions analysis	3 wks	Wed 9/8/04	Tue 9/28/04			
28       Documentation       4 wks       Wed 11/24/04       Tue 12/21/04         Project: grant line road widening w ove       Task       Summary       Split         Date: Thu 8/12/04       Task Progress       Rolled Up Task       External Tasks         Critical Task       Rolled Up Critical Task       Project Summary       Froject Summary         Milestone       Image: Split       Image: Split       Image: Split         Date: Thu 8/12/04       Rolled Up Critical Task       Image: Split       Image: Split         Date: Thu 8/12/04       Rolled Up Critical Task       Image: Split       Image: Split         Date: Thu 8/12/04       Rolled Up Critical Task       Image: Split       Image: Split         Date: Thu 8/12/04       Rolled Up Critical Task       Image: Split       Image: Split         Date: Thu 8/12/04       Rolled Up Progress       Deadline       Image: Split	26		Travel dema	ind forecasts	4 wks	Wed 9/29/04	Tue 10/26/04			
Project: grant line road widening w ove Date: Thu 8/12/04 Task Progress Critical Task Critical Task Progress Milestone $\widehat{()}$ Rolled Up Task $\widehat{()}$ Rolled Up Critical Task $\widehat{()}$ Rolled Up Milestone $\widehat{()}$ $($	27		Impact analy	sis	4 wks	Wed 10/27/04	Tue 11/23/04			
Project: grant line road widening w ove       Task Progress       Rolled Up Task       External Tasks         Date: Thu 8/12/04       Critical Task       Rolled Up Critical Task       Project Summary         Critical Task Progress       Rolled Up Milestone       Image: Critical Task Progress       Group By Summary         Milestone       Image: Critical Task Progress       Rolled Up Progress       Deadline	28		Documentat	ion	4 wks	Wed 11/24/04	Tue 12/21/04			
Project: grant line road widening w ove       Task Progress       Rolled Up Task       External Tasks         Date: Thu 8/12/04       Critical Task       Rolled Up Critical Task       Project Summary         Critical Task Progress       Rolled Up Milestone       Image: Critical Task Progress       Group By Summary         Milestone       Image: Critical Task Progress       Rolled Up Progress       Deadline				Task			ummary		Solit	1 1
Project: grant line road widening w ove       Critical Task       Rolled Up Critical Task       Project Summary         Date: Thu 8/12/04       Critical Task Progress       Rolled Up Milestone       Image: Critical Task Progress       Rolled Up Milestone       Image: Critical Task Progress         Milestone       Image: Critical Task Progress       Rolled Up Progress       Image: Critical Task Progres       Image: Critical Task Progress       Imag										Received a second and a second
Date: Thu 8/12/04     Critical Task     Project Summary     Project Summary       Critical Task Progress     Rolled Up Milestone     Image: Critical Task     Group By Summary       Milestone     Image: Critical Task     Rolled Up Progress     Deadline	Indiant		t line read wide-i	Task Progress		Ro	blied Up Task		External Tasks	
Milestone   Rolled Up Progress  Deadline				Critical Task		R	olled Up Critical Tas	k (////////////////////////////////////	Project Summary	and the second
				Critical Task Progress		Ro	olled Up Milestone	$\bigcirc$	Group By Summary	
Page 1				Milestone	۲	Ro	olled Up Progress		Deadline	. D.
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				Gra		nt Line Road Wid ated (Overhead)					
10	<b>1</b> Task	Name		Duration	Start	Finish	200	5 (200 MAMJJASONDJF		2007	
29		HazMat Initial sit	e assessment	55 days	Wed 8/18/	04 Tue 11/2/04					13
30		Initial meetin	gs with City	2 wks	Wed 8/18/	04 Tue 8/31/04				-	
31		Historic resea	arch	3 wks	Wed 9/1/	04 Tue 9/21/04					
32	<u> </u>	Limited field	review	3 wks	Wed 9/22/	04 Tue 10/12/04					+.
33		Prepare repo	int .	3 wks	Wed 10/13/	04 Tue 11/2/04					1
34		Geotechnical Inv	estigation	55 days	Wed 10/6/	04 Tue 12/21/04					-
35		Initial meetin	gs;with City	2 wks	Wed 10/6/	04 Tue 10/19/04	The Y⊥m Y				
36		Field investig	entre and a second second second	3 wks	Wed 10/20/	04 Tue 11/9/04					
37	1	Laboratory A	nalysis	3 wks	Wed 11/10/	04 Tue 11/30/04					-
38		Prepare repo	· · · · · · · · · · · · · · · · · · ·	3 wks	Wed 12/1/	04 Tue 12/21/04					
39	1	Environmental docur	The second se	158 days	Wed 10/6/						f .
40		Project start-up/		20 days	Wed 10/6/	· · · · ·					
41		Project desci		1 wk	Wed 10/6/	·					
42	-	•	iminary checklist	1 wk	Wed 10/13/	· · · · · · · · · · · · ·					
43			omments/revise		Wed 10/20/						
44	-	Environmental te		20 days	Wed 11/3/						
45	-	Biological inv		20 uays 2 wks	Wed 11/3/						
46	-	Air Quality a		3 wks	Wed 11/3/						
40		Noise study	alysis	4 wks	Wed 11/3/			• • • • • • • •			
48		Cultural reso		2 wks	Wed 11/3/			· · · · · · · · · · · · · · · · · · ·			
40		Socioeconor		2 wks	Wed 11/3/						
50	-	Environmental	-		: 				· · · · · · · · · · · · · · · · · · ·		
50		Compile find		118 days	Wed 12/1/						1
			~	4 wks	Wed 12/1/	· · · · · · · · · · · · · · · · · · ·					-
52	_	Prepare adm	in drait is	4 wks	Wed 12/29/						
53		City review	Nobleman Million No addi - do P P P	3 wks	Wed 1/26/						
54			mit document	1 wk	Wed 2/16/						1
55		approved fo	·····	0 days	Tue 2/22/			2/22			
56		public circula	ltion	30 edays	Tue 2/22/	05 Thu 3/24/05					
			Task			Summary		Split		1	
			Task Progress			Rolled Up Task	·	•			
miect	nrant line	road widening w ove	-				·	External Tasks			
Date: T	hu 8/12/04	Toda maching wove	Critical Task			Rolled Up Critical Tasl		Project Summary		*	
			Critical Task Progress			Rolled Up Milestone	$\bigotimes$	Group By Summary			
			Milestone	۲		Rolled Up Progress	-	Deadline	<u>.                                    </u>	•	
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				Gra		Line Road W ed (Overhead		ssina					
ID	Ð	Task Name		Duration i	Start	Finish		200	5 MAMJJASO	2006		2007	
85	-	Review/	circulation	8 wks	Fri 11/11/05	Thu 1/5/06	JJASON	DJFI					AINI J J A O'C
86		Revise a	agreement	4 wks	Fri 1/6/06	Thu 2/2/06							
87		UPRR a	pprovals	0 wks	Thu 2/2/06	Thu 2/2/06				<b>∂</b> 2/2			
88		Right of Way Eng	gineering	165 days	Wed 10/6/04	Tue 5/24/05		ار ان مناسط را از					
89	, ·	Property line	surveys (where needed)	4 wks	Wed 10/6/04	Tue 11/2/04	<b>F</b>				and a manual of the second		
90		Prepare plats	& descriptions	<u>7 wks</u>	Wed 2/9/05	Tue 3/29/05							
91		City Review	÷.	4 whs	Wed 3/30/05	Tue 4/26/05							
92		Final legals/d	leeds for acquisition	4 wks	Wed 4/27/05	Tue 5/24/05							
93		approved ac	quisition docs	0 wks	Tue 5/24/05	Tue 5/24/05			5/24			<u> </u>	
94		Right of Way Acc	quisition	299 days	Wed 5/25/05	Mon 7/17/06							
95		Appraisal/Ch	ecks	<u>16 wks</u>	Wed 5/25/05	Tue 9/13/05							
96	<u> </u>	City review		<u>3 wks</u>	Wed 9/14/05	Tue 10/4/05							
97		Offers/negoti	ati <u>ons</u>	<u>18 wks</u>	Wed 10/5/05	Tue 2/7/06				1111113			
98		council appr	roves condemnation	0 days	Tue 2/7/06	Tue 2/7/06			· · · · · · · · · · · · · · · · · · ·				
99		Orders of po		114 days	Wed 2/8/06	Mon 7/17/06							
100		-	/file, deposit just comp am	4 wks	Wed 2/8/06	Tue 3/7/06							
101		Receive	OP from court	3 wks	Wed 3/8/06	Tue 3/28/06							
102		Serve pa	apers	3 wks	Wed 3/29/06	Tue 4/18/06							
103		orders o	f possession	90 edays	Tue 4/18/06	Mon 7/17/06							
104		propert	y "under control"	0 days	Mon 7/17/06	Mon 7/17/06					7/17		
105		R/W Certification	/right of entry	0 days	Thu 7/20/06	Thu 7/20/06					7/20		
106		Structures desig		200 days	Wed 1/26/05	Tue 11/1/05							
107	ai	"Unchecked	Bridge details"	8 wks	Wed 1/26/05	Tue 3/22/05							
108		City/Railroad	review	10 wks	Wed 3/23/05	Tue 5/31/05							
109	1	Checked Det	ails	8 wks	Wed 6/1/05	Tue 7/26/05							
110	• • •	City/Railroad	Review	6 wks	Wed 7/27/05	Tue 9/6/05					•••		
111	<b>-</b>		apup/approval	8 wks	Wed 9/7/05	Tue 11/1/05							
112		Roadway plan Pr		230 days	Wed 11/3/04	Tue 9/20/05							
						,					•••• •••••••••••••••••••••••••••••••••	، فحد فعيل الذك	
			Task		Su	mmary ♦			Split		University of the second secon		
			Task Progress		Ro	lled Up Task			External Ta	isks [			
Project: Date: Th		nt line road widening w ove	Critical Task		Rol	lled Up Critical Ta	ask		Project Sur	nmary	and the second second		
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			Milestone	0	Rol	lled Up Progress	Ŭ		Deadline				
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			Gra		Line Road Wic ted (Overhead)				
ID 1 Task Nar	ne		Duration	Start	Finish			6 MAMJJASONDJ	007
113	70% Review	Submittal	90 days	Wed 11/3/04	Tue 3/8/05				
114	Prepare	roadway plans	6 wks	Wed 11/3/04	Tue 12/14/04				
115	Signal pl	ans	6 wks	Wed 12/1/04	Tue 1/11/05				
116	Quantity	takeoff/cost estimates	2 wks	Wed 1/12/05	Tue 1/25/05				
117	<u>Special</u>	provisions	2 wks	Wed 1/26/05	Tue 2/8/05				
118	<u>City Rev</u>	iew	4 wks	Wed 2/9/05	Tue 3/8/05				
119	100% PS&E	Submittal	80 days	Wed 3/9/05	5 Tue 6/28/05				
120	Roadway	y plan update	8 wks	Wed 3/9/05	5 Tue 5/3/05				r i i i i i i i i i i i i i i i i i i i
121	Quantity	takeoffs/cross sections	2 wks	Wed 5/4/05	5 Tue 5/17/05				
122	special p	provisions	2 wks	Wed 5/18/05	5 Tue 5/31/05				
123	City revi	ew	4 wks	Wed 6/1/05	5 Tue 6/28/05				
124	"Final" PS&	Submittal	60 days	Wed 6/29/05	5 Tue 9/20/05				
125	Roadwa	y plan update	4 wks	Wed 6/29/05	5 Tue 7/26/05				
126	Quantity	takeoffs/cross sections	1 wk	Wed 7/27/05	5 Tue 8/2/05				
127		provisions	1 wk	Wed 8/3/05					
128	City revi	ew	3 wks	Wed 8/10/05	Tue 8/30/05				
129	-	c. update	2 wks	Wed 8/31/05					
130		eview (sign plans)	1 wk	Wed 9/14/05					
131	Construction Ad		67 days	Wed 4/19/06	· .		u u		
132	Council staff	-	2 wks	Wed 4/19/06					
133		roval to advertise	0 days	Tue 5/2/06				5/2	
134	Advertise pro		8 wks	Wed 5/3/06					
135	Bid opening		0 days	Thu 7/20/06				L_L ↓(♠) <sub>→</sub> 7/20	
	Construction		260 days	Thu 8/17/06				<b>₩●</b> -1120	
			0 days	Thu 8/17/00					
	gin construction	· · · · · · · · · · · · ·					at 5.100 and 5.10 at 5.	<b>●↓</b> <sup>₿/17</sup>	
	bilization		<u>2 wks</u>	Fri 8/18/06				<u>h</u>	
	in rough grading	a a gagarah karkar sasta ana ku	75 days	Fri 9/1/06					
140	<u>Clear and Grub</u>	۲۹ (1999) (1999) (1999) (1999) (1999) (1999) (1999) (1999) (1999) (1999) (1999) (1999) (1999) (1999) (1999) (19	<u>2 wks</u>	<u>Fri 9/1/06</u>	<u>Thu 9/14/06</u>			<u> </u>	
· · · · · · · · · · · · · · · · · · ·		Task 🔶		S	ummary		Splite,		
		Task Progress		R	olled Up Task		External Tasks	And the second sec	
roject: grant line road	d widening w ove	Critical Task	17777777777777777777777777777777777777			L			
Date: Thu 8/12/04				R	olled Up Critical Tas		Project Summary	BALLING OF DOLL 1 4112 22 63 23 23 25 76 76 76 78	
		Critical Task Progress		R	olled Up Milestone	$\bigcirc$	Group By Summary		
		Milestone	$\bigcirc$	R	olled Up Progress		Deadline		
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				Gra		Line Road Wi ted (Overhead		ossing					
ID	0	Task Name		Duration	Start	Finish		2005	JJASOND	2006 J F M A M		2007	
141		begin embankmen	ts, MSE	8 wks	Fri 9/15/06	Thu 11/9/06							
142		rough drainage	· · · · · · · · · · · · · · · · · · ·	<u>3 wks</u>	Fri 11/10/06	Thu 1 1/30/06						1	
143		hydroseeding, SW	PPP	2 wks	Fri 12/1/06	Thu 12/14/06						Ĩ III	
144	1	Overcrossing constru	ction-phase	140 days	Fri 12/1/06	Thu 6/14/07							
145		subgrade at abutn	ents, drive piles	<u>2 wks</u>	Fri 12/1/06	Thu 12/14/06						ĥ	
146	1	construct abutmer	t footing, abutment	<u>4 wks</u>	Fri 12/15/06	Thu 1/11/07							
147		construct bent foo	ing, columns	4 wks	Fri 12/15/06	Thu 1/11/07							
148	1 1	erect falsework. fo	rm superstructure	<u>4 wks</u>	Fri 1/12/07	Thu 2/8/07							
149		set rebar, prestres	s ducts, stem walls	<u>3 wks</u>	Fri 2/9/07	Thu 3/1/07							
150		pour soffitt, stem	walls	0 days	Thu 3/1/07	Thu 3/1/07						€ → 3/1	
151	1	form deck and set	<u>rebar</u>	<u>4 wks</u>	Fri 3/9/07	Thu 4/5/07							
152		pour deck		0 days	Thu 4/5/07	Thu 4/5/07						ι Č,	4/5
153		post-tension, remo	ve falsework	3 wks	Fri 5/4/07	1.							1
154			railing, approaches	3 wks	Fri 5/25/07								
155		bridge complete		0 days	Thu 6/14/07	1.					• • • • • • • • • • • • • • •		€/14
156		Roadway constructio		185 days	Fri 12/1/06								
157		make subgrade		8 wks	Fri 12/1/06							¥	
158		finish drainage		2 wks	Fri 1/26/07			n				L- <b>-</b>	
159		rough electrical		2 wks	Fri 1/26/07								
160		base rock		4 wks	Fri 2/9/07								
161		construct curbs	An example of the set	4 wks	Fri 3/9/07								
162		drainage inlets		2 wks	Fri 4/6/07	1							
163		paving, initial lifts	The second se	3 wks	Fri 4/20/07							Ļ	·
164	-	finish electrical		2 wks	Fri 5/11/07								₹
									······································	· · · · · · · · · · · · · · · · · · ·			
165	4	<u>final paving</u>	-	<u>4 wks</u>	Fri 6/15/07		1910						lig .
166		signals and lightin		<u>3 wks</u>	Fri 7/13/07								● B/
167		<u>signing and stripin</u>	<u>a</u>	<u>2 wks</u>	<u>Fri 8/3/07</u>								L.
168		project complete		0 days	Thu 8/16/07	Thu 8/16/07							<b>()</b> 8/
			Task		Su	ummary			Split				
			Task Progress			olled Up Task			External Tasks			enese (	
roiect	orao	t line road widening w ove	-										
ate: T			Critical Task		Ro	olled Up Critical Ta	k		Project Summar	y I	e the second		
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			Milestone	$\bigcirc$	Ro	olled Up Progress			Deadline				
						Page 6							



# EXHIBIT B

# **Compensation and Method of Payment**

# **Grant Line Widening**

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

Note: Assumes 44 parcels and no relocations.

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



### EXHIBIT C Approved Subcontractors

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

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



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

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

STATE OF CALIFORNIA)COUNTY OF SACRAMENTO)SSCITY OF ELK GROVE))

*I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 1<sup>st</sup> day of September 2004 by the following vote:* 

AYES 3: COUNCILMEMBERS: Soares, Cooper, Leary

**NOES 0: COUNCILMEMBERS:** 

ABSTAIN 0: COUNCILMEMBERS:

ABSENT 2: COUNCILMEMBERS: Scherman, Briggs



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