

RESOLUTION NO. 2004-249

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING A CONTRACT WITH WOOD RODGERS, INC. FOR
PROFESSIONAL SERVICES FOR THE
FRANKLIN BOULEVARD WIDENING PROJECT**

WHEREAS, the City of Elk Grove requires professional services for project design, preparation of construction documents and related engineering services for the Franklin Boulevard Widening Project; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager or his designee to enter into a professional services contract with Wood Rodgers, Inc. for the Franklin Boulevard Widening Project for an amount not to exceed \$460,773.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 20th day of October 2004.



SOPHIA SCHERMAN, MAYOR of the
CITY OF ELK GROVE

ATTEST:



PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:



ANTHONY B. MANZANETTI,
CITY ATTORNEY

CITY OF ELK GROVE



CONTRACT FOR
WOOD RODGERS, INC. - CONSULTANT
Engineering Services
Franklin Boulevard Widening Project



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CONTRACT FOR
WOOD RODGERS, INC. - CONSULTANT

THIS CONTRACT is made and entered into between City of Elk Grove, a Municipal Corporation (“City”) and Wood Rodgers, Inc. (“Consultant”). City and Consultant agree as follows:

1. SCOPE, TERM AND STANDARDS:

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

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



agents, contractors or subcontractors of the Consultant and not of the City. The personnel performing the services under this Contract on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Contract. Consultant shall not at any time or in any manner represent that it or any of its officers, 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 July 1, 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 providing engineering services for the Franklin Boulevard Widening Project.

2. EMPLOYMENT STATUS OF PERSONNEL

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



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

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

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

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

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

3. TIME OF PERFORMANCE:

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

4. COMPENSATION:

A. TERMS. Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Total compensation to Consultant shall not exceed \$460,773.00 without the advance written consent of City.

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



5. SUPERVISION, LABOR AGREEMENTS AND PERSONNEL:

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

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

C. PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.

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

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

6. TERMINATION:

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

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

7. CHANGES:

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



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

8. PROPERTY OF CITY:

A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY.

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

B. CONSULTANT TO DELIVER CITY PROPERTY.

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

9. CONFLICTS OF INTEREST

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

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



10. CONFIDENTIAL INFORMATION

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

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

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

11. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES

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

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

12. COMPLIANCE WITH LOCAL LAW:

A. COMPLIANCE REQUIRED. Consultant shall keep itself informed of applicable local, state, and federal laws and regulations which may affect those employed by it or in any way affect the



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

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

13. REPRESENTATION:

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

14. SUBCONTRACTING:

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

15. ASSIGNABILITY:

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

16. INTEREST IN CONTRACT:

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



17. FINDINGS CONFIDENTIAL:

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

18. LIABILITY OF CONSULTANT:

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

19. INDEMNITY AND LITIGATION COSTS:

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

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

C. LIMITS OF INSURANCE NOT LIMITING INDEMNIFICATION. If any action or proceeding is brought against the Indemnities by reason of any of the matters against which Consultant has agreed to indemnify the Indemnities as above provided, Consultant, upon notice from the City, shall



defend the Indemnities at Consultant's expense. The Indemnities need not have first paid any of the matters as to which the Indemnities are entitled in order to be indemnified. The Consultant should assure that the insurance required to be maintained by Consultant under this Contract shall ensure Consultant's obligations under this paragraph, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of Sections 19(B) and 19(C) shall survive the expiration or early termination of this Contract.

20. CONSULTANT TO PROVIDE INSURANCE:

A. CONSULTANT SHALL MAINTAIN INSURANCE.

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

B. CONSULTANT TO PROVIDE EVIDENCE OF INSURANCE.

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

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

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

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



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

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

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

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

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

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

(2) Commercial General and Automobile Liability Insurance.

The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than one million dollars (\$1,000,000) per occurrence/five thousand dollars (\$5,000) medical per occurrence, and two million dollars (\$2,000,000) per policy aggregate. As an alternative to the per policy aggregate the Consultant may have an aggregate limit of one million dollars (\$1,000,000) per project apply. Coverage shall be at least as broad as Insurance Services Office "occurrence form CG 00 01 (ed. 10/03)" covering commercial general liability or its equivalent, and Insurance Services Office "form CA 00 01 (ed. 06/92) covering automobile liability, Code 1 "Any Auto".



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

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

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

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

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

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

(3) Professional Liability.

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



21. RECORDS.

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

22. MISCELLANEOUS PROVISIONS:

A. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT.

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

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

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

D. ASSIGNMENT OR SUBSTITUTION. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant by this Contract. In recognition of that interest, neither any complete nor partial assignment of this Contract, may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City which consent shall not be unreasonably withheld. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Contract entitling City to any and all remedies at law or in equity, including summary termination of this Contract. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.



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

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

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

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

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

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

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

Consultant Wood Rodgers, Inc.
Ali Hemmati, Principal
3301 C Street, Blvd., 100-B
Sacramento, CA 95816

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




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

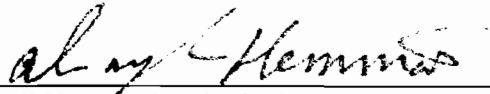
AGREED to this _____ day of _____, 2004, by the parties as follows.

Approved as to form:

CONSULTANT




Counsel for consultant
Mark Rodgers, Vice President

By: 

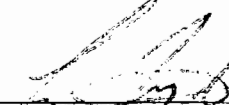
Ali Hemmati, Principal

Approved as to form:

CITY OF ELK GROVE

By: 

Anthony B. Manzanetti, City Attorney

By: 

John Danielson, City Manager
Les Tyler for John Danielson



CERTIFICATE OF COMPLIANCE
WITH LABOR CODE § 3700

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

CONSULTANT

A handwritten signature in cursive script that reads "Ali Hammati".

Ali Hammati, Principal

^ e
A.



EXHIBIT A

Scope of Work

The improvements associated with Franklin Boulevard widening project in general will consist of:

- Widening of Elk Grove Blvd on the south side between the Four Winds Drive and Franklin Blvd to accommodate three eastbound lanes, bike lane, continuous sidewalk and a dedicated right turn lane to Franklin Blvd;
- Adding sidewalk on the south side of the existing Union Pacific Railroad Overhead structure.
- Widening of Franklin Blvd to six lanes between Poppy Ridge Road and Elk Grove Blvd;
- Constructing an open ditch on the east side of Franklin Blvd in lieu of curb, gutter and sidewalk;
- Installing Landscaping and irrigation system in the proposed median of Franklin Blvd.;
- Modifying four traffic signals along Franklin Blvd between Elk Grove Blvd and Poppy Ridge Road;
- Relocating the decorative lighting along south side of Elk Grove Blvd; and
- Modifying the existing pavement delineation on Franklin Boulevard from northerly intersection of Castleview Drive to Elk Grove Blvd and on Elk Grove Boulevard from Four Winds Drive Intersection to Franklin Blvd will also be required.

The Scope of Work associated with Professional Engineering Services for proposed improvements will consist of:

Task 1 – Project Management and Initiation

The consultant's project management activities will commence with the receipt of the Notice to Proceed and continue through submittal of the final project deliverables. Project Initiation consists of completing the project contract and subconsultant contracts, the setup of the project accounting system, definition of the project filing system, finalization of the baseline Project Schedule and development of the project Quality Assurance/Quality Control system.

Task 1.1 Kick-off and Project Development Team Meetings

The consultant will schedule a Project "Kick-off" Meeting approximately one week following the Notice To Proceed. This meeting will include representatives from the City of Elk Grove, the City's environmental consultant, and the consultant's project team. The primary meeting objectives are to establish a Project Development Team (PDT), review the project scope of work, establish project communications protocol, finalize the project schedule, and identify key project issues and goals. Additional objectives include compilation of existing data pertaining to the project.

Within one week after the kick-off meeting, the consultant's Project Manager will schedule an initial field review of the project site with key project team members to determine the potential environmental constraints associated with the project, the condition of existing pavement and recommendations for repair and/or replacement. Any findings that may cause a delay in the project schedule or add significant cost to the project will be brought to the attention of the City's Project Manager.

The consultant will schedule subsequent PDT meetings on monthly basis or as needed to discuss project issues, work progress, budget status, and a checklist of key project tasks. The consultant will prepare the meeting agendas in consultation with the City's Project Manager, distribute the agenda prior to the meeting, and arrange for appropriate participants to attend, prepare and distribute the meeting notes to the participants within five days after the meeting.



Task 1.2 Project Schedule

The consultant will use the attached schedule, which identifies all tasks, associated with preparation of the roadway, and structural improvement plans as well as providing environmental document support for the Franklin Road Widening project as a baseline to monitor the project's progress throughout the project development process. The consultant will update the project schedule as necessary during the course of the project in coordination with the City's Project Manager using Microsoft Project.

Task 1.3 Oversight and Progress Monitoring

The consultant's Project Manager will provide the oversight and controls necessary to ensure that assignments are completed within the budget and schedule for development of the PS&E for this project. Once project protocol is defined, the consultant's Project Manager will maintain close contact with the City of Elk Grove and act as the principal liaison between the City of Elk Grove and the Consultant Team.

The consultant will submit written progress reports to the City of Elk Grove with monthly invoices. These progress reports will present work progress by project activity/task. This report will include a discussion of issues requiring action/decisions, which may impact project deliverables, schedule and budget, and anticipated work for the following month.

Task 2 - Quality Control

The consultant will perform a QA/QC review of any draft or final document prior to their submittal to the City. The review will be completed by a qualified senior staff member from each discipline, as appropriate, prior to submission. The reviewers will verify that the documents are prepared in conformance with the contract requirements, and

- Requirements in the Environmental Document.
- All materials, equipment and elements of work required have been incorporated into the design documents and are satisfactory for the purpose.
- The documents are neat, well organized, clear and concise, technically and grammatically correct, and have been checked, back checked, and signed and stamped by the responsible parties, as applicable.
- The documents comply with generally accepted professional standards of engineering or surveying and applicable law.

For bridge design effort, the independent checker will prepare a completely independent analysis of each bridge design and estimate of quantities. Once completed, the design engineer and check engineer will confer to resolve any differences. The consultant will also assign a senior design reviewer, who will review the completed and checked plan details, specifications, and cost estimate to ensure the overall quality of the project. In general, the review will concentrate on verifying that the information on the plans conforms to the project contract requirements and City's standard practices. A key component to the review will be assuring constructability.

Task 3 – Field Investigations/Research

Task 3.1 Preliminary Research

The Consultant Team will compile and catalog the available information pertaining to the project, including:



- City of Elk Grove/County of Sacramento as-built and/or private improvement plans for existing roadway and drainage facilities, including survey monumentation.
- Right-of-way records for the project area. These may include records of survey, preliminary title reports furnished by the City of Elk Grove and County of Sacramento, parcel or subdivision maps, and assessor parcel maps.
- Coordination with the City of Elk Grove to develop a list of planned land developments along the corridor that may impact this project.
- Available maintenance records from the County of Sacramento and City of Elk Grove for information on the pavement condition and recommendations for repair. It is anticipated that the City will provide the Traffic Index (TI) as the basis for the pavement design.
- Utility information, including locations and current ownership.
- Information from Sacramento County Water Resources and Water Quality Departments on their facilities, any history of flooding, flood control planning efforts in the project area, and existing stream models.
- Information from the City of Elk Grove regarding any history of flooding or drainage complaints within the project limits.
- Information from the Union Pacific Railroad regarding the existing railroad right of way limits.

Task 3.2 Field Investigation

The Consultant Project Team will revisit the site as necessary after the initial visit with the City to document existing conditions. The investigation will be conducted for the purpose of obtaining the following:

- Evaluation of the condition of existing pavement contiguous to and within the limits of the proposed construction; and provide recommendations for the proposed roadway structural section, pavement overlay thickness, and limits of pavement reconstruction for failed pavement.
- Evaluation of the condition and adequacy of existing drainage facilities.
- Location of visible features, including existing power poles, inlets, utility markers, traffic control devices, signs, traffic signals and any visible features associated with underground utilities.
- Identify the existing property fence types or screen walls, if applicable.

Task 4 – Utility Coordination including Union Pacific Railroad (UPRR)

Task 4.1 Utility Coordination

The consultant will be responsible for the identification of, and coordination with, companies or agencies operating utility facilities that may be impacted by the project. The consultant will take a proactive approach with utility companies or agencies and incorporate a high level of coordination to avoid any unnecessary delay to the project implementation due to utility company reviews or relocations. During the project development process the consultant will set up a meeting with the City and local utility agencies/companies to present the proposed project and request utility verification. Some existing utilities on the west side will be affected by the proposed project. The most notable one is the AT&T fiber optic line, which runs along the west side of Franklin Boulevard and the south side of Elk Grove Boulevard. This line will be located during design and every effort will be made to allow it to remain in place as well as ensure its protection during construction. In addition, power poles on the west side will require relocation further to the west. Since widening will occur on the west side of Franklin



Boulevard, the existing utilities on the east side of Franklin Boulevard such as a water transmission main, non-potable water line, and storm drain should not be affected by this project.

The consultant will send notification letters with "A", "B", and "C" plan sets to all utility companies or agencies whose facilities are within the limits of this project:

"A" Plans (base plans) – the consultant will produce and distribute "A" Plans to the pertinent utility companies to identify the project area and request utility company mapping of their existing or planned facilities in the area.

"B" Plans - "B" Plans are defined as plans that are 90 to 100 percent complete, showing the existing utilities and the conflicts with the project improvements. The consultant will prepare the draft transmittal letters (Utility Verification and Notice to Owners) to affected utility owners for City's review and approval prior to transmitting "B" Plans to utility owners. The consultant will perform the necessary coordination to resolve the conflict, which may include revising the plans to avoid the conflict. The consultant will provide any necessary surveying for the "pot-holing" of existing utilities, if requested, to establish horizontal/vertical location of underground utilities.

"C" Plans - are defined as the final approved plans that are used for bidding purposes. The consultant will prepare the transmittal letters to affected utility owners for City's review and approval. This letter will indicate to the utility owners whether any changes have been made to the project plans since the "B" plans submittal and request written confirmation of utility relocations and utility relocation schedule.

Task 4.2 UPRR Coordination

The addition of a new sidewalk on the South side of the Elk Grove Boulevard will include widening the bridge structure over the Union Pacific Railroad (UPRR). The consultant team will be responsible for coordinating the design documents and construction documents for the bridge with the Railroad, including observing railroad clearances, obtaining railroad review of plans, and including any requirements for railroad permits and construction insurance.

The railroad coordinator of the consultant team will establish point of contact with the UPRR as well as assemble all relevant railroad standards, design criteria, policies and practices that the Railroad will expect to be applied by the Project. These will include but not be limited to clearances, structure requirements for rail facilities, and project (or contractor) accessibility limitations to railroad property for design and construction purposes. The railroad coordinator of the consultant team will also establish UPRR expectations for interaction with the Project, such as design and construction reviews, insurance requirements, permitting, etc., and, if required, commences assembling an interagency agreement to cover design and construction.

During the initial engineering and final design phases, the railroad coordinator will provide advice on interpretations of railroad standards and criteria as requested, provide reviews on draft submittals, advise the Project Manager on railroad matters, and coordinate any rail questions with the UPRR. The railroad coordinator will also provide advice on railroad aspects of the construction specifications.

The Consultant Team will provide a liaison to the UPRR for any rail oriented submittals as well as provide advice to construction managers on monitoring activities affecting the railroad right-of-way during project construction.



Task 5 – Coordination with Other Projects and Developments

The consultant will gather available survey information and as-built information related to some recently completed and ongoing projects such as the Elk Grove Boulevard Widening west of the UPRR tracks, utility installation along Franklin Boulevard and anticipated development at the southeast quadrant of Elk Grove Blvd and Franklin Blvd intersection to ensure proper coordination with adjacent projects.

Task 6 – Assist in any Public Outreach Efforts

The Franklin Boulevard Widening Project is anticipated to require only a moderate level of public outreach, consisting of up to two public informational meetings. The consultant will support the City in its public outreach efforts by attending these public meetings, preparing necessary exhibits, and answering questions. Issues such as construction scheduling, staging, local traffic impacts, and environmental effects are anticipated to be key items and thus will receive special attention.

Task 7 – Assistance with Environmental Document

The consultant will work closely with the City of Elk Grove during the development of the appropriate CEQA documents to provide exhibits and other design information to the City staff as necessary for their preparation of the Environmental Documentation for the project. The consultant will also prepare the Area of Potential Effect (APE) Map and identify the footprint of the project as well as traffic study for noise and air quality analysis.

The open space parcel west of Franklin Boulevard hosts a variety of wetlands and thus it is anticipated the bulk of environmental analysis will be concentrated in this area.

Task 7.1 Initial Site Assessment (ISA)

The Consultant Team's geotechnical staff will conduct field reconnaissance of the project area to identify possible existing sources of contamination. Obtain color photographs from ground level of representative views of the proposed road widening route. Perform a detailed database search for known and recorded information on chemical use and spills including leaky fuel tanks at sites and facilities located on or within one-quarter mile of the proposed widening area. Research available regulatory agency databases including those published by the Central Valley Regional Water Quality Control Board, Sacramento County Hazardous Materials Division, California Hazardous Substances and Sites List, and Federal NPL and CERCLIS databases, among others, to identify known releases of hazardous materials within the proposed project limits.

Task 7.2 Deliverables

Deliverables for this task will include:

1. Cataloged copy of materials obtained
2. Written summary of the investigations, utilizing tables, sketches, photo log, and diagrams as appropriate (any additional project issues discovered during this phase should also be identified on this statement)



3. List of properties identified by assessor parcel numbers and a map that compiles the assessor parcel maps and delineates the existing City of Elk Grove right-of-way and existing pertinent property lines
4. APE (if necessary) and Project Impact Area map and other necessary exhibits for preparation of Environmental Document and permitting.
5. Pavement Geotechnical Design & Materials Report
6. Traffic Report (from Task 8) as a basis for air quality and noise analysis.
7. Prepare a draft letter report summarizing the results of the field reconnaissance and database searches, including professional opinion on potential hazmat impacts, if any.
8. After addressing comments from the City, if any, the geotechnical staff will produce a final letter report including the color photos and a map exhibit to be adapted from base provided by the design staff.

Task 7.3 Identify Permitting And Agency Requirements

The consultant will utilize the available topographic mapping and approved Geometric Approval Drawing to prepare the project Area of Potential Effect (APE) or Project Impact Area map in coordination with environmental staff at the City, and assist in identifying all agencies with permitting authority over any aspect of the project. Monthly Project Development Team meeting invitations, with concurrence from the City staff, may be extended to the representatives from these permitting agencies. In addition, focused meetings will be scheduled with the City's project environmental staff to discuss the project needs and impacts, obtain the permitting agency requirements and establish how their requirements will be implemented. The incorporation of all permitting requirements in preliminary and final engineering will be accomplished during the appropriate phases of the work.

Task 8 – Traffic Analyses Report

This traffic analysis effort for completing Traffic Operational Analysis for the proposed project will include:

Task 8.1 Existing Conditions Analysis

The consultant will conduct new AM and PM peak hour (turning movement) traffic counts at the following intersections and axle-classified 24-hour (hose) traffic volume counts at the following roadway segments.

Primary Study Intersections:

- Franklin Boulevard at Poppy Ridge Road
- Franklin Boulevard at Blossom Ridge Drive
- Franklin Boulevard at Noriker Drive
- Franklin Boulevard at Percheron Drive
- Franklin Boulevard at Elk Grove Boulevard

Roadway Segments:

- Franklin Boulevard just south of Elk Grove Boulevard
- Franklin Boulevard just north of Poppy Ridge Road

The consultant will supplement the new intersection and roadway traffic counts for the above facilities with relevant traffic data available from recently completed transportation/planning studies including the City of Elk Grove General Plan Circulation Element (2003), East Franklin Specific Plan and Laguna Ridge Specific Plan. As needed, traffic movement volumes to/from minor residential side-streets (like Castlevue Drive, Elliott Ranch



Road, Millstone Drive, Laguna Pointe Way) that access the Franklin Boulevard segment between Elk Grove Boulevard and Laguna Boulevard, will be obtained from recently completed traffic studies/counts for the Elliott Ranch subdivision.

All operational capacity analyses for the Franklin Boulevard widening study segments will be completed utilizing *Highway Capacity Manual 2000* (HCM-2000) methodologies. The consultant will utilize appropriate City-approved operational analysis software (such as *Synchro/SimTraffic* and *Traffix*) for completing the coordinated operational analysis along the Franklin Boulevard study segment and for developing turn-lane design pocket length recommendations for study intersections.

The consultant will coordinate closely with City staff on the use of appropriate analysis methodologies, software and other operational input parameters including (but not limited to) heavy vehicle percentages, peak hour factors, traffic signal cycle lengths, signal lost times, traffic speeds, etc.

A micro-simulation analysis of traffic operations is *not* proposed at this time, but can be provided should such analyses be requested. Should micro-simulation be needed, such analysis will be scoped to include the Franklin Boulevard segment beginning north from Laguna Boulevard and extending south through Bilby Road.

Task 8.2 Accident Data Analysis

The consultant will obtain and review the latest available accident data within the Franklin Road widening study segment from the City. The accident data will be summarized in an appropriate tabular format and a discussion of the significance of accident rates will be presented.

Task 8.3 Existing plus Project Conditions' Analysis

Conceptual "Existing plus Project" conditions will be analyzed for the study facilities (as listed under Task 8.1) under existing AM peak hour, PM peak hour and Annual Average Daily Traffic (AADT) volume conditions, assuming the proposed project widening improvements on top of existing facilities. The proposed project will be constructed as a full six-lane facility but may only be opened for four lanes of traffic initially. Also, as part of this task, the access alternatives to Noriker Drive from Franklin Boulevard will be evaluated in detail. Utilizing the traffic operational analysis results, appropriate intersection lane configurations, traffic signal phasing requirements and turn-lane design pocket lengths will be recommended for all study intersections affected by the project widening improvements.

At this time, an "interim year" (year 2010, 2015 etc.) analysis is not, as such, envisioned. Should such interim year analyses be required, the traffic volume projections and operational analyses tasks involved in such analyses will be completed if requested by the City.

Task 8.4 Cumulative Year Traffic Forecasting

The consultant will obtain and utilize the latest updated version of the City of Elk Grove General Plan traffic model and other relevant long-range planning studies (including the East Franklin Specific Plan and the Laguna Ridge Specific Plan) in order to develop long-term cumulative year traffic projections for the study roadway segments and intersections. It is anticipated that the "design year" will be the year of buildout of the City's General Plan. The anticipated City General Plan Buildout year is 2025, which also corresponds to approximately 20 years after project construction year, which is scheduled to be 2005-06. Cumulative traffic projections for the study segments/intersections published in the East Franklin Specific Plan and Laguna Ridge Specific Plan traffic analyses will also be reviewed. The consultant will work closely with City staff to verify and/or appropriately revise/update future land use and circulation assumptions within study area vicinity that will affect cumulative



traffic projections for the study roadway segments and intersections. Cumulative ADT as well as peak hour intersection traffic volume forecasts developed in this study will be reviewed with City staff prior to completion of cumulative traffic operational analysis.

Task 8.5 Cumulative “No Project” Conditions

Cumulative traffic operations analysis will be completed for the study facilities (as listed under Task 8.1) under AM peak hour, PM peak hour and Annual Average Daily Traffic (AADT) volume conditions, under a “No Project” scenario, which would assume no capacity/control improvements over existing facilities, for the study roadway segments. The analysis of the “No Project” condition will constitute the “future base” upon which the project improvements will be evaluated.

Task 8.6 Cumulative Conditions with Project Improvements

Cumulative operating conditions will be analyzed for the study facilities (as listed under Task 8.1) under year 2025 AM peak hour, PM peak hour and Annual Average Daily Traffic (AADT) volumes with the proposed widening project improvements in place. Under this task, the ultimate six-lane widening improvements will be analyzed under projected year 2025 traffic volumes. An evaluation of access alternatives to/from Noriker Drive on the Franklin Boulevard study segment will be included as part of this task.

Task 8.7 Draft Traffic Operations Analysis Chapter/Report

The analysis conducted in Tasks 8.1 through 8.6 will be summarized using appropriate text, tables, and figures to document and explain the technical evaluation, findings and recommendations. A detailed “Traffic Operations Analysis – Administrative Draft Report” will be prepared and submitted to the City for initial review. The consultant will be available to present the traffic analysis results and findings in up to four (4) meetings with City staff and/or public workshops/hearings. If requested by the City, the consultant will be available to utilize traffic micro-simulation models (like Simtraffic and/or VISSIM) to present/demonstrate the traffic operations analysis results, findings and recommendations at meetings with City staff and/or at public workshops/hearings.

Task 8.8 Final Traffic Operations Analysis Report

Following review of the Draft Report by the City, and upon receipt of all comments, the consultant will prepare the Final Traffic Operations Analysis Report which will be circulated as a public document for the project stakeholders to review and comment.

Task 9 – Basis of Design Report

The consultant will summarize the design criteria to be applied to the design into a Basis of Design Report/Fact Sheet for concurrence by the City. This fact sheet will be the basis for preparation of the Geometric Approval Drawing (GAD). Parameters defined will include the following:

- 1) Design Speed for geometric design
- 2) Traffic Index for pavement design
- 3) Typical Section and Lane Configuration (6 constructed lanes with potential striping for 4 lanes)
- 4) Hydrologic / Hydraulic Design Standards for stream crossings and storm drainage design
- 5) Signal/Intersection Operation for interim and ultimate conditions



Task 10 – Surveys/Mapping

The consultant team will perform field surveying and obtain aerial topographic mapping for the project site from the intersection of Union Pacific Rail Road along Franklin Boulevard to 200 feet north of the northerly intersection of Castleview Drive and along Elk Grove Boulevard from 500 feet east of Franklin Blvd intersection to 500 feet west of Four Winds Drive Intersection. This task will provide mapping to support the preparation of a base map for the final design and construction plans for the Franklin Boulevard Widening Project. The area to the east and north of Elk Grove Blvd intersection with Franklin Blvd as well as the area to the west of the bridge structure over the Union Pacific Railroad Tracks will be mapped for the purposes of anticipated striping revisions within the existing improvements. The consultant will perform the following surveying and mapping tasks:

- Research available County/City survey monumentation and/or other right-of-way boundary record data.
- Perform site visit to determine right-of-way property monumentation conditions and adequacy.
- Set control targets for aerial mapping and survey their positions. This will include six horizontal and vertical, eleven vertical only control points.

The project mapping area encompasses a total length of 11,600 feet and width of 400 feet centered on Franklin Boulevard and Elk Grove Boulevard. The digital data to be compiled throughout this work effort will meet ASPRS CLASS 1 mapping standards. Anticipated accuracies are +/-1.0 foot horizontally and +/-0.25 foot vertically on well defined points.

The aerial mapping company will photograph the project area at a scale of 1"=250' using a calibrated precision mapping camera equipped with forward motion compensation.

The aerial company will perform analytical aerotriangulation either by conventional process using MAPP/PAL/ALBANY or on Supresofts Automated Aerial Triangulation with Integrated PATB on softcopy workstations. The aerotriangulation process provides a rigorous check on the accuracy of the field surveys. Utilizing the aerotriangulation and diapositives of the aerial photography, each stereo pair will be oriented and compiled on calibrated analytical plotters. All compiled data will be collected to meet a 1:40' map scale showing 1.0 foot contours, plan, spot elevations and breaklines. All features discernible in the aerial photography will be shown.

The consultant will review the aerial mapping data and perform field surveys to verify and supplement the 3-D topographic mapping. All survey work will be in English units and conform to City standards. This work will include:

- Cross-section of the existing pavement along Franklin Boulevard between Elk Grove Blvd and Poppy Ridge Road and Elk Grove Boulevard from the median curb flowline to the back of existing curb and gutter along southerly edge of pavement between Four Winds Drive and Franklin Blvd at 50-foot intervals.
- Prepare the Project Base Map (1:40 Scale) along Franklin and Elk Grove Boulevard. Field surveys will provide conform elevations at the tie-ins to the existing improvements.
- All surface utilities which may be affected by the proposed project modifications will be located by field surveys. Field spot elevation on the top of all utilities structures, catch basins, vaults, valve boxes, etc., will also be provided.
- Property and Right-of-Way boundary surveys will be performed based on the survey data established through project control surveys. Once property boundary ties to established monumentation are surveyed, computer calculation will be performed for all affected property lines, existing right-of-way boundaries



and easements, and digital mapping developed. The digital files and plots will be used by the consultant to prepare Right-of-Way exhibit maps.

Task 11 – Geotechnical Investigations

The consultant Geotechnical team will provide the investigation of the site soil and groundwater conditions in the vicinity of the planned improvements, and the provide recommendations to prepare project plans and specifications. Specifically, the geotechnical engineering investigation will address the quality of the pavement subgrade soils, determine alternative pavement structural section thicknesses using the Traffic Indices concurred by the City, determine the soil-related aspects to constructability of the project, and provide recommendations for site grading and support of concrete flatwork.

Task 12 – Right of Way Engineering/Maps/Plats/Legal Descriptions

Only the triangular parcel bounded by the Union Pacific tracks, west side of Franklin Boulevard, and south side of Elk Grove Boulevard is expected to be affected by the project.

Task 12.1 -Prepare Right of Way Map

The consultant will prepare a right -of-way exhibit map on the aerial photo of the project site to reflect current property boundaries and the footprint dictated by the preliminary geometrics for the project. This exhibit map will include the property owner name, APN, and the square footage of the take area. This exhibit map will also show known utilities within the project study area. Utility facilities, which require relocation, will also be identified, and an estimate of the project cost to relocate the utility facilities and acquisition of the property will be provided.

Task 12.2 - Right of Way Documentation, Plats and Legal Descriptions

The consultant will provide boundary surveying necessary on the basis of the Right of Way Requirements Map developed in Task 13.3, below, and concurred by the City. The plats and descriptions will be prepared in accordance with City standards, as applicable. Right-of way engineering will include closure calculations and establishment of any necessary ties to re-establish monuments which may be destroyed during construction. The consultant will prepare a plat and legal description for one property to be acquired for the construction of the project and show all existing encumbrances on the plat map as listed in the preliminary title report.

Task 13 – Preliminary Engineering

The consultant will initiate the preliminary design phase utilizing the aerial topographic mapping supplemented by field cross sections. The purpose of this phase is to develop the preliminary design and construction cost estimate for the widening.

Task 13.1 Evaluate Geometric and Typical Section Parameters

Based on the design report developed in Task 9, the consultant will develop preliminary plans for the Franklin Boulevard Widening. The consultant will evaluate the following geometric and typical section issues:



- i) **West side drainage system** – Construction of an open ditch on the west side of Franklin Blvd in lieu of curb and gutter.
- ii) **Free Right Turn Lane**– Construction of a the free right turn lane, from eastbound Elk Grove Boulevard onto southbound Franklin Boulevard. Issues concerning geometrics, pedestrian accommodations, bus turnout allowances, and safety considerations will be presented to the City for resolution prior to initiating the detailed design.
- iii) **Embankment widening to the west of UPRR Overhead** – Improvements to the Elk Grove Blvd to the west of the UPRR overhead structure is currently underway to install curb and gutter and provide sufficient pavement width for a third eastbound lanes and a bike lane on the south side between the Four Winds Drive intersection and the UPRR overhead structure. Widening of the embankment and reconstruction of approximately 100 feet of the newly constructed curb and gutter on south side of Elk Grove Blvd to the west of the structure may be necessary to provide for continues sidewalk along Elk Grove Blvd.
- iv) **Ultimate Signals** – Ultimate signal pole locations in the event that sidewalk is not constructed on the west side of Franklin Blvd.
- v) **Additional Striping** – Additional signing and striping will be required on Franklin Blvd between Elk Grove Blvd and Castleview Drive (north).
- vi) **East leg of the Franklin Boulevard/Elk Grove Boulevard Intersection** – This leg may require striping, signal, or loop modification as part of the signal modifications at this intersection.

The consultant will tabulate advantages and disadvantages of the above issues based on several factors including safety, cost, schedule, aesthetics, impacts to utilities, environmental constraints, right of way requirements, present & future constructability, and responsiveness to the needs of the project. These issues will then be discussed with the City to achieve resolution. This methodology will ensure that the basic footprint of the project is effectively developed and will address the intended goals and objectives of the project.

Task 13.2 Geometric Approval Drawing

Upon completion of Task 13.1, the consultant will prepare a Conceptual Geometric Drawing, including layouts, profiles and typical cross-sections as necessary to obtain City’s concurrence with the geometric design of the widening. Using 3D topographic mapping, alignments will be verified and established. The horizontal alignment of Franklin and Elk Grove Boulevards will be evaluated on the basis of several criteria including safety, operational characteristics, right of way impacts, environmental impacts, utility impacts, ease of construction & staging, etc. Proposed pavement delineation will be shown. Compliance with design standards will be evaluated.

The goal is to receive conceptual geometric approval of the improvements from the City to verify the Project Impact Area map for environmental studies as well as the PS&E for the widening improvement. Some modifications to the lane configurations may be required (most notably left turn lane storage lengths), based on results of the Traffic Analysis Report.

The deliverables will include a Geometric Approval exhibit of the Franklin Road Widening Project.

Task 13.3 Right-of-Way Requirements Map

The consultant will determine the preliminary right-of-way requirements from the Geometric Approval Drawing, considering requirements for utilities, environmental regulations, and drainage facilities. The consultant design staff will prepare the Right-of-Way Requirement Map showing the existing right-of-way, proposed right-of-way,



permanent and temporary easements, and access restrictions and their location in reference to roadway centerline or other construction or control lines. This Right-of-Way Requirement Map will incorporate any review comments received during the completion of the Geometric Approval Drawing, and will include utility locations, locations of utility conflicts, and major drainage facilities. The consultant's project surveyor will then use this map to determine the ownership boundaries with new right-of-way requirements and to calculate areas of ownership, right-of-way takes, excesses, and remainders as a basis for preparation of plats and descriptions (see task 12, above).

The deliverables will include a plan showing the existing and proposed right-of-way lines, the approximate square footage of right-of-way that must be acquired from the properties, and whether temporary, slope and drainage easements will be necessary.

Task 13.4 Preliminary Cost Estimates

The consultant will prepare a preliminary construction cost estimate. The type of materials, quantities, unit prices, subtotals and a contingency factor will be listed on the estimate as a minimum.

The deliverables will include an itemized preliminary cost estimate for the proposed Project.

Task 14 – Drainage Report

The Franklin Boulevard project borders the East Franklin Specific Plan (EFSP) on the east and undeveloped open space on the west. The County of Sacramento Department of Water Resources (SCDWR) designated this drainage area Local North Shed A and Central Drainage Shed B, which discharge to Beach Stone Lakes. The majority of the proposed Franklin Boulevard widening is located within Local North Shed A which borders at the intersection of Franklin Boulevard and Blossom Ridge Drive. Roadside channels are located on the west side of Franklin Boulevard, whereas curb, gutter and sidewalk are located on the east side.

The hydrologic and hydraulic modeling for both Local North Shed A and Central Shed B included in the Laguna Ridge Specific Plan Master Drainage Study dated July 2002 and the Laguna Estates Drainage report dated December 2003. These drainage reports have been reviewed and approved by the SCDWR and the City of Elk Grove and will be available to the consultant to utilize on this project.

Local North Shed A includes a major channel crossing Franklin Boulevard to accommodate the ultimate development conditions of the EFSP and developments north of Elk Grove Boulevard. Four 8' x 7' box culverts cross Franklin Boulevard approximately 800 feet south of the Elk Grove Boulevard intersection.

Franklin Boulevard includes several underground drainage facilities that carry drainage from the east side of the existing road to the Local North Shed A channel. The west side of Franklin Boulevard drains directly to the open space area via roadside channel. Two drainage alternatives for the proposed widening on the west boundary include:

- 1) Revising the roadside channel for the proposed widening.
- 2) Incorporating curb and gutter with additional underground drainage facilities.



Either of these drainage alternatives is capable of incorporating water quality components based on Best Management Practices. Sidewalk will be placed at bus turnouts in either case.

Several cross drains exist that drain the west edge of pavement eastward to the existing storm drain system on the east side of Franklin Boulevard. The consultant will analyze the capacity of this system as well as the feasibility of utilizing these cross drains for west side drainage for the ultimate facility.

The consultant will perform the hydrologic and hydraulic analyses and the preliminary design for the storm drainage improvements to obtain design approval and serve as a basis for the construction drawings, special provisions, and construction estimate required for construction.

The consultant will prepare a Drainage Report summarizing the changes in drainage patterns and recommendations for roadway drainage improvements. This drainage report will contain a map showing tributary areas to each drainage system, wetland delineation, and both hydrologic and hydraulic calculations. A drawing showing each pipe run, invert flowlines, appurtenances and hydraulic grade line will accompany each hydraulic calculation.

Task 15 – Permit and Approvals

The Consultant Team staff will work closely with City staff to obtain necessary permits for the project construction. The consultant will provide all necessary exhibits and information regarding project and design details for the proposed improvements.

The Consultant Team will play a supportive role throughout the permitting process. This role will include the preparation of plans, exhibits or other documents that are required as a part of the environmental and permitting process, including the acquisition of the water quality permit.

The City of Elk Grove will provide all environmental documents necessary to satisfy California Environmental Quality Act (CEQA) requirements and obtain associated permitting to build the improvements.

Task 16 – Design

Upon approval of the GAD, the final design will begin for the roadway, drainage, median landscaping, lighting, traffic signals, signing and striping for the project.

Task 16.1 Roadway Design

The consultant will complete the detailed design of the project, produce the construction drawings, special provisions, final construction cost estimate and obtain design approval. All design will be in conformance with the latest approved City of Elk Grove Improvement Standards and the latest approved City of Elk Grove Standard Construction Specifications. The construction documents will cover the work necessary to bid and construct the project.

Task 16.1.1 Roadway Plans

The consultant will prepare roadway and detail plans. Roadway plans will show both plan and profile views and will include all details for grading, drainage, pavement, striping, etc., necessary to accomplish



the required widening, paving, and other modifications. A detailed description of roadway plans includes:

Typical Cross Sections - Typical Cross Section sheets for the widening of Franklin Boulevard and Elk Grove Boulevard will be prepared. All geometric elements, including pavement widths, shoulders, curbs, medians, drainage ditches, landscaping concepts, and right-of-way, will be shown and dimensioned.

Plan and Profile Sheets – The approved Geometric Approval Drawings will be the basis for the project layout sheets. Plans will include dropout of topography mapping with at least two coordinate grid ticks for orientation. Existing facilities will be shown in dashed lines and proposed construction in solid lines. Any features pertinent to construction, such as ditches, roads, curbs, gutters, and sidewalks involved in the construction, will be shown. Existing improvements and appurtenances within the right-of-way that will be removed prior to construction will not be shown. Alignment data for all layout lines will be shown. Stationing equations, distances and bearings of all tangents, stations of all curve points, curve data, and beginning and end of work and construction will be calculated and shown. Right-of-way lines, easement lines, right of entry, access taking, access openings, including temporary access openings, and City boundary lines will be shown and labeled. In general, the plans will show edge of traveled way, edge of pavement, edge of shoulders, curbs, sidewalks, fences, guard railing, barriers, and all other facilities to be constructed, except those facilities that will be shown on separate sheets. Necessary dimensions will be included. The toe of fill and top of cut slopes will also be shown.

Profiles will show existing ground line and proposed grade line for the project roadways. The original ground line will be extended a few stations beyond the beginning and end of the project if this does not entail an additional sheet. Future grade lines will be labeled and shown as short dashed lines. Other grade lines, such as ditches, gutters, and pipes, will be shown by distinctive symbols and labeled. Slope grades on all facilities will be shown. Elevations will be shown at BVCs, EVCs, PRVCs, PCVCs, station equations, and at each edge of the sheet on profile grade. Vertical curve lengths and tangent gradients, including at points of reverse or compound vertical curve, will be shown. If the profile grade line is not the construction layout line, a note will be added to indicate the position of the profile grade, such as "Profile Grade at Inner ETW" or "Profile Grade is 'X' feet Left (or Right) of S/L." Station pluses will be shown for all points where elevations are shown if these points do not fall on the vertical grid lines. The names of all major intersected roads, and other layout lines will be labeled vertically along the profile.

Utilities - Utilities will be shown on the layout plans. Existing, relocated and new utilities will be clearly and accurately depicted on these sheets. High hazard utilities, if present, will be shown in accordance with Caltrans policy on high and low risk underground facilities within right-of-way. If pot holing is necessary to determine accurate location and elevation of high risk underground facilities, the utility owner or others will expose the facility and the consultant will survey its location. The consultant will show the location and elevation of the high risk underground facilities on the plans, based on pot hole survey results. Partial cross sections showing the relation of an existing utility to a proposed drainage pipe or bridge footing will be shown on the plans to avoid conflicts. No water or sewer installation within the project is anticipated at this time.

Drainage Facilities - Drainage facilities will be shown on the layout plan sheets in accordance with the drainage report prepared in Task 14. Existing facilities will appear as dropouts in the background. The proposed drainage work will be shown as solid lines. These sheets will indicate what work will be performed on existing facilities, such as "abandon" or "remove". The size, type, and location (station pluses) for each pipe culvert, box culvert, etc. will be shown. Ditches will be identified with spot elevations and arrows to show direction of flow.



Traffic Handling and Stage Construction Plans - These plans will show the sequence of operations, work to be performed, materials to be used, and the traveled way to be used for all movements of traffic during the construction sequence.

The consultant team will prepare Stage Construction, Traffic Handling, and Detour Plans using skeletons of the base plan sheets. Each stage shown on the Stage Construction Plan will show the sequence of construction by symbols and a corresponding legend. The symbols will show existing roadbeds and roadbeds completed on previous stages, construction to be performed in the stage shown, traffic direction, and number of lanes available in the stage shown, and future construction to be performed in succeeding stages.

Traffic Handling Plans will show how traffic will be routed and maintained within the project limits. The Traffic Handling Plans will consist of such items as channelizers, Class 1 delineators, portable delineators, barricades, temporary railing type K (if necessary), construction area signs, temporary striping (edge lines, centerlines, lane lines, etc.), temporary pavement markings, temporary pavement markers, temporary signal plans, etc. Prior to preparing detailed stage construction and traffic handling plans, the consultant will submit conceptual plans to the City for review and comment.

Construction Details Sheet - The Construction Details Sheet will show the details prepared by the Engineers to supplement information that cannot be shown on the layout plan sheets because of complex and extensive details required. Examples of construction items that may require construction details are temporary crash cushions, curb transitions, guard railing, sidewalks, curb ramps, curbs and gutters, and driveways. Any miscellaneous details that do not involve drainage items will be shown.

A Stormwater Pollution Prevention Plan (SWPPP) will also be prepared, if requested, to satisfy NPDES requirements.

Construction Area Sign Plans - Construction Area Signs or Temporary Signs required for the direction of public traffic through or around the work during construction will be shown on these plans.

Signing & Striping Plans - Signing and Pavement Delineation Plans will be prepared on skeletons of the base layout plan sheets. These plans will include final pavement markings, pavement markers, and object markers, channelizers, and delineators. Lines will include lane lines, edge lines, crosswalks, limit lines, arrows, and any other appropriate delineation. Lane widths will be indicated. The plans will show existing signs which are to be removed, salvaged, relocated, reset, modified, or reconstructed. Permanent roadside signs, street name signs, and any overhead signs to be installed will also be shown on these plan sheets. Sign quantities for roadside signs and any overhead signs will be summarized in tabular formats.

Landscape and Irrigation Plans - The consultant will produce a comprehensive set of construction drawings including planting plans, irrigation plans, construction details and construction specifications for median landscaping along Franklin Boulevard. The drawings will be consistent with the Elk Grove Community Services District standards to allow for easier and more cost effective maintenance.

Task 16.1.2 Supplemental Items

The consultant will prepare typical cross-sections, design cross sections, Slope Stake Listing, and earthwork calculations which will include:

Design Cross Sections - Design Cross Sections will be computer generated using Geopak, at 50-foot intervals and at major drainage structures, conforms to existing surfaces, and at the beginning and end of each horizontal or vertical curve. Design Cross Sections will show original ground line, the grading planes, the finished grade, ditches, existing and proposed right-of-way lines, and cut and fill areas



Slope Stake Listings - Slope Stake Listings showing offsets, elevations of hinge points and catch points, and finished and subgrade elevations at 50-foot intervals, at major drainage structures, and at beginning and ending of each horizontal or vertical curve will be generated using Geopack. Slope staking notes will be formatted to meet any specific requirement of the City, and space will be provided between listings for field notes.

Task 16.2 Traffic Signal Modifications Design

Referencing the approved striping plan, the consultant will prepare traffic signal modification plans for the following intersections:

- Franklin Boulevard at Poppy Ridge Road
- Franklin Boulevard at Blossom Ridge Road
- Franklin Boulevard at Percheron Road
- Franklin Boulevard at Elk Grove Boulevard
- Franklin Boulevard at Castlevue Drive North (if necessary)

Through analysis of the as-built plans, interconnect design has already been installed on the east side.

The traffic signal plans will be fully coordinated with striping and roadwork plans to insure an orderly, efficient, economical, constructible, and safe design. The consultant will confer with the City on design options such as audible pedestrian heads, uninterruptible power sources (UPS), and bike lane detection. Required special features such as count-down pedestrian heads will be included.

An initial Signal Layout submittal will be made to the City showing project striping (including pedestrian crosswalks), proposed signal phasing, and proposed locations of poles, heads, luminaries, IISNS's, detectors, handholes, controller cabinet, service point, and curb ramps. The City's comments on this submittal will be incorporated into the Signal Layout plans. Following City approval of these, the plans will be completed with details of conduit layout, pole schedules, conduit and conductor schedules, and design notes.

The consultant will prepare the following deliverables for this task, for each signal location:

- (1) 20-scale sheet for the intersection, showing most signal facilities sheet for conduit and conductor schedule and pole and equipment schedule
- (1) 40-scale sheet for advance detector placement.
- Technical specifications for non-standard features such as IISNS brackets and UPS's.
- Quantity and cost estimates.

Traffic design services will include the following tasks:

Task 16.2.1 Coordinate Traffic Signal Work with SMUD

The consultant will field verify electrical service point locations and service voltages for traffic signals and associated street lighting. The consultant will confirm sufficient vertical clearance for all proposed facilities or provide appropriate coordination with the affected utility companies to resolve any vertical clearance conflicts.



Task 16.2.2 Submit and Facilitate Review and Revision of Plans

Each submittal will include four sets (unless otherwise directed) of plan prints and return of "red lined" set of plans with City of Elk Grove comments from previous submittals.

The consultant will make multiple submittals for City of Elk Grove review at various stages of the design to minimize re-work. At a minimum, the consultant will submit each location's preliminary design for review at the point the plan clearly depicts the following:

- Project Striping
- Proposed Poles
- Proposed signal heads, pedestrian heads, luminaires, and IISNS
- Proposed loop detectors and handholes
- Signal Phasing
- Sidewalk Ramps

Task 16.3 Street Light Design

The consultant will prepare street light plans at the ultimate location on the west side of Franklin Boulevard within the project limit. The proposed street light system(s) will be designed to conform to City's standard and be tied into existing street light system(s) on east side of Franklin Boulevard. Possible relocation of decorative lighting along the south side of Elk Grove Boulevard will also be shown on the street light plan, if necessary.

An initial street light location layout submittal will be made to the City showing proposed light pole locations. The consultant will incorporate City's comments on this submittal into the street light plans. Following City approval of these, the plans will be completed with details of conduit layout, conductor runs, electrical/service details, and design notes.

The consultant will prepare the following deliverables for this task,

- (2) 100-scale sheet for the street light layout, conduit and conductor runs.
- Sheet for electrical/service details.

Task 16.4 Structural Design

The proposed project will lead to implementation of an additional lane of traffic as well as providing pedestrian and bike access for eastbound traffic on the Elk Grove Boulevard UPRR Overhead. The overall length of the structure is 205 feet measured along the roadway alignment. The existing two span box-girder bridge spans over the UPRR and has a width of 88 feet. The existing structure currently provides a bike lane and sidewalk for westbound traffic.

Existing overhang and barrier from the south side of the bridge will be removed and a new overhang with an overall additional net of 4 feet of bridge deck will be constructed. The 4-foot increase in structure width would allow a separate bike lane and raised sidewalk. The sidewalk and barrier would be similar to the existing Type 26 Barrier and 5-foot sidewalk used for westbound traffic.

The existing handrail on the south barrier may be re-used. The handrail can be used on the Type 26 barrier unless negotiations with UPRR result in the need for a taller barrier. Reconstruction of the overhang would require



falsework to collect the debris from removal as well as provide support for formwork. The falsework could be built using standard practices with an agreement from the UPRR and providing railway clearance of 21 feet vertical and 12 feet horizontal from centerline of tracks. An alternative to the standard falsework would be to support it from the bridge's exterior girder.

Seismic retrofit of the structure is not anticipated due to the details of the existing bridge and the location of the project. The columns have sufficient confinement steel and are rigidly connected to the bridge. The rigidity and redundancy of the structure should allow for minor improvements, such as the overhang widening, without having detrimental effects to stability. The abutments may have more lateral shear capacity than currently required and will, therefore, have minimal impact from the widening. The structure lacks the currently required joint shear details but it is not believed that the improvements will have a significant impact on the columns or bent cap for this specific seismic area. Therefore, seismic retrofit analysis and design will not be included in this scope.

Detours will likely not be required to handle the traffic during construction. The construction will be staged to not impact current traffic along Elk Grove Boulevard. It is anticipated that only minor to moderate traffic slow-downs will occur during this portion of the project.

After the initial overhang widening concept has been established, the consultant will submit a brief Type Selection Report to the City for review. Structural design, drafting, independent check, and preparation of final specifications and quantities will follow the City's concurrence with the widening concept. The geotechnical engineer's recommendations for ground bearing capacity will be noted on the plans, but a Log of Test Borings sheet will not be included.

Task 16.5 Landscape Architectural Design

The Consultant Team will use its expertise and knowledge of the Sacramento Region to prepare the landscape planting and irrigation design for the Franklin Boulevard Widening project. The extent of the landscape design shall be in the median of Franklin Boulevard and will incorporate the ultimate median width of 12'. The approach to this project will take place in a three step process with communication between the City of Elk Grove, Elk Grove Community Services District and the Wood Rodgers team being the key component.

The first step in the process will be the schematic design phase. In this phase, the consultant will utilize the proposed engineering concept for the road widening and work with the City of Elk Grove and Elk Grove Community Services District to understand the level of landscape design that is desired. With the ultimate goal to provide an aesthetically pleasing landscape upon the completion of the project, the design proposal will be to plant the trees and ground plane planting within the 12' wide median width. Based on this information as well as the information provided by the City of Elk Grove, we will prepare a conceptual planting design for presentation to the City of Elk Grove and the Elk Grove Community Services District for review and comment. In the second step, Design Development, the consultant will finalize the landscape design concept and identify the specific materials and plant palette that will be used for the project. The selection of materials and plants will be consistent with the surrounding community to ensure a cohesive look between the existing community and the proposed widening. The final design phase will produce a comprehensive set of construction drawings including planting plans, irrigation plans, construction details and construction specifications. The drawings will be consistent with the Elk Grove Community Services District standards to allow for easier and more cost effective maintenance. During this process the consultant will also prepare an estimate of construction cost to ensure there are available funds to construct the project. The consultant Landscape Architect will also be available for design support/inspection during construction of the landscape elements to assure that the design intent is implemented.



Task 16.6 Draft Plans

The Consultant Team will prepare a complete set of construction drawings for the project, which will include, but not necessarily be limited to, the following:

- Title Sheet
- Typical Cross Sections
- Plans and Profiles, with Drainage Design
- Signing & Striping Plans
- Stage Construction and Traffic Handling Plans
- Construction Details
- Traffic Signal Plans
- Interconnect Plans
- Street Lighting Plans
- Structures Plans and details
- Landscaping and Irrigation Plans and Details
- Drainage Details
- Cross Sections @ 50-foot Intervals (minimum)

Plan sheets will conform to City of Elk Grove sheet format. The title sheet will include the names of all utilities with facilities within the project limits, their current contact individuals and telephone numbers. The consultant will prepare and furnish the draft PS&E at 60% and 90% level submittal for the proposed project to the City for review and comment. The 90% submittal will include a letter addressing comments from the 60% submittal and revised plans as necessary to address comments from the 60% submittal.

Task 16.7 Engineer's Estimate

The consultant will prepare an itemized engineer's quantity and unit cost estimate for the roadway widening and paving, associated drainage facilities, bridge work, landscape planting and irrigation, traffic signal modification, traffic striping and all other items of work.

Task 16.8 Draft Special Provisions

The consultant will prepare a draft of applicable technical special provisions, specifically written for this project, to be incorporated into the contract specifications. The consultant will revise the special provisions as directed by the City of Elk Grove. The technical special provisions will be prepared in Microsoft Word format. An electronic copy of the approved technical special provisions will be provided to the City.

Task 16.9 Final PS&E ("C" Plans)

Upon completion of the 90% submittal package, the consultant will schedule a review session, if required, with the City to discuss review comments and resolve any conflicting comments. Prior to final design submittal, the consultant will perform an internal quality and constructability review of the entire PS&E package. Corrections to the PS&E documents are made as per the review comments. Additional documents that are prepared at this stage are the working day schedule, and the "Resident Engineer (RE) pending" file.

Upon approval of the final PS&E, the consultant will furnish to the City approved Plans, Specifications and Estimates to be used for project advertising and construction. The Plans submittal to the City will include mylar plots and electronic CADD drawing files. The Specifications submittal will include a "camera ready" copy and



electronic files in Word for Windows format. A hard copy and electronic files used to generate the Engineer's Estimate will also be furnished to the City.

The consultant will submit and facilitate review and revision of plans, specifications and estimate package. Each submittal (total of 2) will include four sets (unless otherwise directed) of plan prints and return of "red lined" set of plans with City of Elk Grove comments from previous submittals.

Task 16.10 - Right of Way Appraisal and Acquisition

Task 16.10.1 Right of Way Appraisal

The Consultant Team's right of way agent will appraise the acquisition from the private property located adjacent to Franklin Boulevard and Elk Grove Boulevard for necessary street improvements. Prior to the commencement of the appraisal process, a field review will be conducted by a member of the consultant design team and the City's Project Manager, of the proposed right of way take areas based on the lines drawn on the plat and legal descriptions to identify any potential conflicts in the field. The appraisal and associated appraisal activities will be conducted as per requirements and standards described in the Uniform Standards of Professional Appraisal Practice (USPAP), and will conform to California eminent domain law and to City right of way appraisal procedures.

The appraiser's scope of work in this assignment includes but is not limited to:

- conferences and/or meetings with the City of Elk Grove, the consultant design team, and the property owner to discuss factual information concerning the subject property and/or to explain the appraisal process;
- inspection of the subject property affording the property owner or his/her representative the opportunity to inspect the parcel with the appraiser;
- Staking of the "take area" by the consultant survey staff during the appraisal/acquisition process if requested by the City/property owner.
- the gathering of factual information concerning the subject property through the examination of public records and interviews with persons knowledgeable of the sites and the neighborhood;
- discussion with the City's legal counsel in regard to legal issues relevant to eminent domain appraising, including but not limited to the "larger parcel", benefits and severance damage issues;
- discussions with the City and other agencies as to the property's zoning, general plan, flood hazard zones, etc.;
- a study of the real estate market trends in the Elk Grove area;
- analysis of the data gathered and reconciliation into before and after valuations including consideration for damages and/or benefits resulting from the acquisition and project construction;
- the analysis and conclusions of the appraisal process to be included in a written appraisal report;
- response to any questions or comments that may be made by the City; and the appraiser will maintain "right of way parcel diaries" for each significant meeting/conversation with the property owners and keep the City advised of unusual requests or problems.



Task 16.10.1 Right of Way Acquisitions

Upon completion of Appraisal process by the consultant, the City staff will perform acquisition services for this project. This work will involve the acquisition of property from one parcel and the City will provide the preliminary title report from a City's preferred title/escrow company.

Task 17 – Bidding Assistance

The Consultant Team will provide assistance, as required, to the City of Elk Grove during bidding of the project. The work may include answering questions from prospective bidders, assisting the City in preparation of addenda to the PS&E during the advertisement period, attending the bid opening, providing an analysis of bids received, and providing ongoing consultation and interpretation of the construction documents.

Task 18 – Engineering Services During Construction

Task 18.1 – Staking Notes

The consultant will prepare cut sheets (staking notes) for all roadway work. These cut sheets will be at 50-foot intervals and at all changes in horizontal and vertical alignment such as beginning of curves (B.C.S), end of curves (E.C.s), angle points, grade breaks, flow lines, grading catch points and bridge grades. Horizontal and vertical information at the centerline, edge of pavement, median and v-ditch flowline will be provided as a minimum.

Task 18.2 – Construction Assistance

The consultant will provide assistance, as required, to the City of Elk Grove or Contractor during the construction of the project. The work may include, but is not limited to, responses to requests for information, attending the pre-construction meeting, reviewing and approving submittals and shop drawings, and providing on-going consultation and interpretation of construction documents.

Task 18.4 – As-Built Plans

The consultant is available to provide any necessary plan revisions and change orders during the construction of the project, and to draft the "As-Built" plans from the resident engineer's mark-ups at the conclusion of construction.

Task 19 – Construction Management (Optional)

Detailed scope of services, budget, and schedule will be provided by the consultant at a later date upon completion of the project design.



EXHIBIT B
Compensation and Method of Payment

Franklin Road Widening			
City of Elk Grove			
<u>DIRECT LABOR</u>	Hours	Rate	Total
Project Manager	246	\$155.00	\$38,130.00
Engineer III	604	\$115.00	\$69,460.00
Engineer II	756	\$105.00	\$79,380.00
Engineer I	726	\$90.00	\$65,340.00
Landscape Architect	38	\$125.00	\$4,750.00
Landscape Architect I	48	\$85.00	\$4,080.00
Assistant LA	80	\$75.00	\$6,000.00
Principal surveyor	26	\$145.00	\$3,770.00
PM Surveyor III	56	\$125.00	\$7,000.00
Project Surveyor	132	\$115.00	\$15,180.00
Survey Crew (3)	94	\$275.00	\$25,850.00
Technician III	808	\$85.00	\$68,680.00
Admin / Clerical	124	\$55.00	\$6,820.00
Total - Direct Labor	3,738		\$394,440.00
<u>OTHER COSTS</u>			
• Direct Costs			\$23,380.00
		TOTAL - Wood Rodgers	\$417,820.00
<u>SUBCONSULTANTS</u>			
<i>Wallace-Kuhl & Associates</i>			\$25,790.00
<i>LED</i>			\$17,163.00
		TOTAL - Subconsultants	\$42,953.00
		TOTAL COST NOT TO EXCEED	\$460,773.00
SUBCONSULTANT COST BREAKDOWN			
• <i>LED</i>			
<u>DIRECT LABOR</u>	Hour	Rate	Total
Principal	80	\$210.00	\$16,800.00
<u>OTHER COSTS</u>			
• Direct Costs			\$363.00
		Total Costs	\$17,163.00
• <i>Wallace Kuhl & Associates</i>			
<u>DIRECT LABOR</u>	Hours	Rate	Total
Principal	34	\$115.00	\$3,910.00
Graphic/GIS	72	\$95.00	\$6,840.00
WP	22	\$65.00	\$1,430.00
Total - Direct Labor	128		\$12,180.00
<u>OTHER COSTS</u>			
• Direct Costs			\$13,610.00
		Total Costs	\$25,790.00

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

**CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2004-249**

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)

I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 20th day of October 2004 by the following vote:

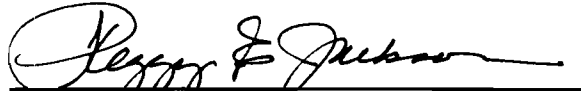
AYES 4: COUNCILMEMBERS: Scherman, Soares, Briggs, Leary

NOES 0: COUNCILMEMBERS:

ABSTAIN 0: COUNCILMEMBERS:

ABSENT 1: COUNCILMEMBERS: Cooper




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