

RESOLUTION NO. 2005-245

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE A
CONTRACT WITH QUINCY ENGINEERING, INC. FOR PROFESSIONAL
ENGINEERING SERVICES FOR THE SHELDON ROAD WIDENING (ELK
GROVE-FLORIN ROAD TO BRADSHAW ROAD) PROJECT**

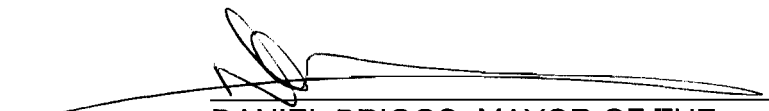
WHEREAS, widening Sheldon Road between Elk Grove-Florin Road and Bradshaw Road will provide for increased public safety and reduced vehicular delay along the corridor; and

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

WHEREAS, City staff has determined, through a competitive selection process, that Quincy Engineering, 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 for the Sheldon Road Widening Project for an amount not to exceed \$1,166,128.96.

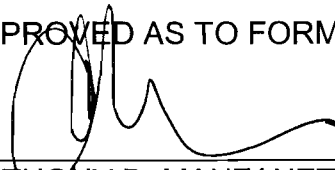
PASSED AND ADOPTED by the City Council of the City of Elk Grove this 24th day of August 2005.


DANIEL BRIGGS, MAYOR OF THE
CITY OF ELK GROVE

ATTEST:


PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:


ANTHONY B. MANZANETTI,
CITY ATTORNEY

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2005-245

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 24th day of August, 2005 by the following vote:

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

NOES 0: COUNCILMEMBERS:

ABSTAIN 0: COUNCILMEMBERS:

ABSENT 1: COUNCILMEMBERS: Leary



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

CITY OF ELK GROVE



CONTRACT FOR

QUINCY ENGINEERING INC. - CONSULTANT

Assistance with the Widening of Sheldon Road
Elk Grove Florin Road to Bradshaw Road



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CONTRACT FOR
QUINCY ENGINEERING INC. - CONSULTANT

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

1. SCOPE, TERM AND STANDARDS:

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

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



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

C. NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING.

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

D. TERM

Except as provided in Sections 6 and 19, below, this Contract shall terminate no later than December 31, 2008.

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

It is expressly intended by the parties that the Consultant's work product and materials, whether or not in writing, shall be used for the purposes of providing professional engineering consulting services in preparation of construction documents and assistance with the widening of Sheldon Road, Elk Grove Florin Road to Bradshaw Road.

2. EMPLOYMENT STATUS OF PERSONNEL

A. AGENT OF CITY. For the purposes of performing the services provided for in this Contract, and for the purpose of giving official status to the performance thereof where necessary, every Consultant officer and employee engaged in the performance of any service under this Contract shall be



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

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

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

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

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

3. TIME OF PERFORMANCE:

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

4. COMPENSATION:

A. TERMS. Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Total compensation to Consultant shall not exceed \$1,166,128.96 without the advance written consent of City.



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

5. SUPERVISON, LABOR AGREEMENTS AND PERSONNEL:

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

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

C. PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.

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

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

6. TERMINATION:

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

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



7. CHANGES:

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

8. PROPERTY OF CITY:

A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY.

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

B. CONSULTANT TO DELIVER CITY PROPERTY.

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

9. CONFLICTS OF INTEREST

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



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

10. CONFIDENTIAL INFORMATION

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

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

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

11. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES

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



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

12. COMPLIANCE WITH LOCAL LAW:

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

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

13. REPRESENTATION:

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

14. SUBCONTRACTING:

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

15. ASSIGNABILITY:

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



16. INTEREST IN CONTRACT:

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

17. FINDINGS CONFIDENTIAL:

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

18. LIABILITY OF CONSULTANT:

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

19. INDEMNITY AND LITIGATION COSTS:

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

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



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

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

20. CONSULTANT TO PROVIDE INSURANCE:

A. CONSULTANT SHALL MAINTAIN INSURANCE.

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

B. CONSULTANT TO PROVIDE EVIDENCE OF INSURANCE.

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

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

In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section 20, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct



the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

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

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

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

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

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

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

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



(2) Commercial General and Automobile Liability Insurance.

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

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

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

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

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

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

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



(3) Professional Liability.

The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. As an alternative, contractors and subcontractors of the Consultant may maintain in full force during the term of this Contract, professional liability insurance coverage not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) annual aggregate, provided the Consultant and the Consultant's insurance carrier both provide to the City a written statement to the effect that "There are no known claims, reserves, or circumstances that might impair the annual aggregate amount of Consultant's Professional Liability policy." If any professional liability policy is written on a "claims made" basis, such policy, and any succeeding policy must be specifically endorsed to show that "prior acts" occurring at anytime after the inception date of this Contract will be covered. Upon termination of the Contract with the City, the same professional liability insurance requirements will apply for a three (3) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.

21. RECORDS.

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

22. MISCELLANEOUS PROVISIONS:

A. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT.

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

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



contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

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

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

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

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

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

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

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



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

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

Consultant Quincy Engineering Inc.
3247 Ramos Circle
Sacramento, CA 95827
(916) 368-9181

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 _____, 2005, by the parties as follows.

Approved as to form:




Counsel for consultant *Alan P. Glen*

Approved as to form: *QEI Secretary*

By: 

Anthony B. Manzanetti, City Attorney

CONSULTANT

By: 

John Quincy, Principal

CITY OF ELK GROVE

By: _____
John Danielson, City Manager



CERTIFICATE OF COMPLIANCE
WITH LABOR CODE § 3700

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

CONSULTANT

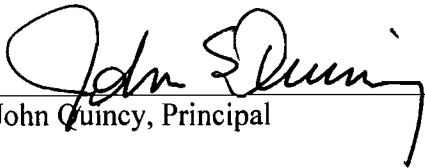

John Quincy, Principal



EXHIBIT A

Scope of Work

The proposed project is to widen Sheldon Road to four through lanes and provide turning lanes where needed from Elk Grove-Florin Road to Bradshaw Road. The three major intersections at Elk Grove Florin Road, Waterman Road, and Bradshaw Road are being designed by others under separate contract. This scope includes close coordination with those other projects to ensure a perfect match at the common construction conforms.

This *Scope of Work* includes the completion of preliminary engineering leading to a Basis of Design Report, engineering support for the environmental document and permits, completion of plans, specifications, and estimate, right of way engineering to support the appraisal and acquisition of needed parcels, utility coordination, public outreach, as well as construction support services.

All Preliminary and Final Design tasks will be performed in accordance with:

- County of Sacramento construction standards or City of Elk Grove standards, as appropriate.
- *AASHTO Policy on Geometric Design of Streets and Highways* for those standards that are not included in local standards.

This project will be developed in English units; however, a conversion will be provided at the Sheldon Road widening project conform located to the west of this project that is being designed in metric units. The Quincy Engineering design process is carried out under procedures that closely parallel those of local agencies and Caltrans. Our Management Plan outlines areas of responsibility for key people during the design process and describes Quality Assurance/Quality Control procedures for independent design checks and reviews, as well as the administrative guidelines dealing with signatures, approvals, and records.

Quincy Engineering's approach for this project is as follows:

PRELIMINARY ENGINEERING PHASE

TASK 1 – Project Management

Task 1.1 – Project Management

Communication is the key to a successful project. Our management style is very "hands on" from a coordination point of view and is a continuous activity from the scoping/negotiations phase through the final design.

Project Schedule: QEI will develop a Microsoft Project schedule showing each task, start and end dates, and task duration. This schedule will be updated and coordinated with the City on a monthly basis. We will notify the City immediately of any problems that could adversely impact the schedule. To ensure the adherence to the schedule, it will be imperative that project reviews be performed by the City in a timely manner.

Project Status Reports: QEI will submit a Project Status Report each month in hard copy and electronic format. The Project Status Report will include the project schedule with tasks or activities in MS Project; progress of work; status of utility coordination and relocation work; updates to project



schedule; information and decisions made; deliverables; problems encountered that may affect schedule, budget, work products with recommendations on mitigation; and anticipated work for the following month. In addition, QEI will provide weekly “hot sheets” to alert the City of issues that need resolution.

Project Management Plan: Quincy Engineering will prepare a Project Management Plan (Project Guide) that will include a project binder containing lines of communication, team roster, QA/QC plan for the project, project schedule, action item list, ongoing PDT meeting minutes, and the Design Criteria Memorandum. This Plan will be handed out at the kickoff meeting and will be updated at each meeting. Members of the PDT will be able to replace pages as they are updated at each meeting.

Task 1.2 – Initiate Project

Kickoff Meeting: QEI will coordinate a kickoff meeting with the City of Elk Grove and the Quincy Engineering Team and any other project stakeholders the City would like to include. This meeting will result in an understanding amongst the Quincy Engineering Team, the City, and other project stakeholders as to the project scope, schedule, and budget. Major project issues that have already been identified by project stakeholders should be shared at this meeting as well.

Preliminary Research: QEI will obtain pertinent existing information from developers, and Local, State, and Federal agencies including, but not limited to, the City of Elk Grove and the County of Sacramento. This includes, but is not limited to, existing right-of-way maps, available mapping showing roadway and topographic features, traffic data, roadway as-builts, existing drainage facilities with maintenance history, pavement conditions and recommendations for repair, and utility information within the project limits. QEI will also obtain pertinent existing information on other planned projects by the City and from developers within the project limits to ensure scope compatibility and coordination.

Field Investigation: An initial field review with the City’s Project Manager and Environmental Manager, QEI staff, and other project stakeholders will be held to review the proposed project to highlight and record significant project features. At this time, existing roadway features, such as existing pavement conditions and condition of drainage facilities, will be reviewed for upgrades as needed.

Task 1.3 – Project Development Team (PDT) Meetings

QEI, with guidance from the City of Elk Grove, will facilitate the formation of a Project Development Team (PDT) to be used as needed throughout the project delivery process. The PDT helps to create a smooth and expeditious project delivery process. The PDT expedites the process by bringing together project sponsors, stakeholders, and interdisciplinary technical experts at key points in the project delivery process to assure that decision makers are provided with the information needed to make the best project decisions and that these decisions are made in a timely manner. The PDT would include representatives from the City of Elk Grove, technical experts from the Quincy Engineering Team, and other parties the City believes could provide expertise and help expedite the process.

QEI will coordinate PDT (Project Development Team) meetings, as needed, to review project status, schedule and budget; make decisions; and discuss issues that have the potential of affecting the design, project budget or schedule. This scope provides for 18 monthly PDT meetings. The Hoyt Company will attend up to ten (10) team meetings throughout the course of the project. WRECO, Y&C



Transportation Consultants, and Blackburn Consulting will attend up to two (2) meetings each, including the kickoff meeting.

QEI will prepare the meeting agendas in consultation with the City, distribute the agenda prior to the meeting date, arrange for appropriate participants to attend, and distribute meeting minutes to the participants within seven days after meetings.

Deliverables: **Kickoff Meeting**

- Field Review**
- Project Schedule**
- Project Status Reports**
- Weekly Hot Sheets**
- Project Management Plan**
- Project Development Team Meetings (18)**

TASK 2 – Surveys & Mapping

Topographic Surveys, Inc. (TSI) will provide surveying and mapping services for the project. All services will be provided in strict conformance with the requirements set forth in the procedures by the City of Elk Grove.

TSI's quality control plan in affect for all on-going projects is such that there is an established process whereby calculations and mapping are independently checked, corrected, and back-checked. All project related correspondence and memoranda are placed in indexed project files. TSI will employ quality assurance procedures, which will identify uncertainties related to development of topography data.

Task 2.1 – Topographical Mapping

TSI has a full understanding and extensive experience in successfully implementing the surveying and mapping requirements for this design project. TSI's responsibilities, applicable to the proposed improvements on Sheldon Road; consists of a series of subtasks that identify or respond to specific concerns associated with the project as follows:

- Aerial and field topographic mapping (e.g. digital mapping, digital terrain cross-sections, and profiles)
- Aerial photography
- Processing, scanning topography, and imagery
- Analytical aerotriangulation
- Computer aided mapping
- Horizontal and vertical control surveys
- Development of *Existing Property Boundary Net*
- Development of descriptions, plats, and right-of-way appraisal map
- Development of base maps
- Stake right-of-way

Any data that has not been furnished by the city will be requested in writing. Additional data is expected to include City/County as-built or private improvement plans for existing roadway and drainage facilities, survey monumentation, and/or existing surveys and utility locations.



Primary Horizontal Control Surveys

TSI will perform field surveying and mapping services to support the design effort for the Sheldon Road Extension. The following summarizes surveying and mapping tasks that will be performed:

Horizontal control will be established to the 2nd order Class 2 classification for permanent monuments and 3rd order Class 1 classification or better for temporary monuments. There will be a 2nd order control point at intervals no greater than one mile, with visibility using conventional survey techniques to at least one other 2nd order control point. The horizontal control will be extended from existing U.S. National Geodetic Survey (NGS) and/or Caltrans/City stations of 2nd order or higher, and correlated to the California State Plane Coordinate System using the North American Datum 1983.

Primary Vertical Control Surveys

All vertical control will meet or exceed 3rd order specification and be extended from existing NGS and/or City benchmarks of 2nd order classification. Vertical control will be referenced to National Geodetic Vertical (NVGD) 1929 adjustment. The control survey will be balanced using existing benchmarks from on-going improvement projects along Sheldon Road.

Field Topography Surveys

TSI field surveys will be performed using standard field survey methods to establish utility locations and roadway cross-sections on 50-foot stations, based on existing roadway centerline stationing. Sufficient survey points will be taken to develop digital terrain models. Intersections will be profiled, planimetrics will be developed with digital aerial photographic techniques, and used to check and add detail to field survey data.

Monumentation

TSI will submit a report with all proposed horizontal and vertical monument locations, prior to installation.

Survey Report

Upon completion of the project, all information obtained by TSI will be submitted to the City including original field notebooks, digital field and computations files, control diagram and control data, and aerial photography.

Aerial Photography/Lab Services

TSI will have the project area flown and photographed at an altitude of 1,500 feet above mean terrain with equipment which is appropriate for the production of design scale plan and profile engineering drawings at a scale of 1"=40' with one-foot contour intervals.

Digital Mapping

TSI will create a continuous, digital topography map at 1"=40' feet and 500 feet in width for a corridor centered on Sheldon Road. The width of the corridor mapping will be 250 feet each side of centerline, except for the roadway intersections. The length of the corridor as described in the RFP is approximately 10,600 feet.

TSI will capture, at a minimum, the following digital planimetric and topographic information:



- Hydrographic
- Street
- Visible utility features in alignment area
- Trees, roadways, sidewalks, driveways, buildings, and other such structures/improvements
- Survey control points
- Foot contours
- Spot elevations

A digital terrain model and mapping will be provided to QEI on CD-Rom in AutoCad format.

Digital Orthophotography

TSI will create a continuous digital ortho image of the roadway. The digital orthos will be comprised of pixels no greater than 0.15m at a 1:1 scale. The digital orthos will be a minimum of 1,200 feet wide centered along the alignment.

Task 2.2 – Preliminary Right-of-Way Investigations

TSI, with the assistance of Quincy Engineering, Inc., will obtain and review recent information regarding existing right-of-way and parcel ownership within the project limits. TSI will prepare a right-of-way exhibit to show current information regarding parcel ownership and right-of-way boundaries within the project limits including property lines, easements, and encumbrances with sufficient detail to support the right-of-way data sheets. Field verification of existing property corners may be required to establish this property boundary net.

Deliverables: **Topographical Mapping** **Digital Terrain Model** **Property Boundary Net**

Task 3 – Field Investigation/Research & Coordination with Others

Task 3.1 – Coordination with Other City Projects at Three Major Intersections

This task provides for up to 80 hours of coordination meetings that may be needed for the review of geometry proposed for the three adjacent projects done by others. Quincy Engineering will not require much effort in coordinating the Elk Grove Florin Road intersection since we produced these design plans. Most of this task will involve coordinating with the Waterman and Bradshaw intersections. Quincy Engineering will not only provide coordination with these other projects, but will offer aid in resolving design related issues.

Task 3.2 – Geotechnical Design Report

The geotechnical services for this project leading to a *Geotechnical Design Report* (Materials Report) will be provided by Blackburn Consulting, Inc. (BCI) as follows:

Coordination, Preliminary Review, & Site Visit

- Meet with the project team to review the preliminary plans and discuss the project design needs, issues and schedules.
- Visit the site to determine backhoe accessibility, traffic control requirements, and mark test pit locations for Underground Service Alert (USA).
- Obtain a City of Elk Grove encroachment permit. We assume the City will waive the permit fees.



- Coordinate potential right of entry issues with QEI.

Subsurface Exploration

BCI will observe, log, and sample up to 20 test pits within the areas proposed for widening to obtain subsurface information and soil samples for testing. Test pits will be excavated with a conventional rubber-tired backhoe to depths of 5-to-10 feet below grade. A BCI engineer or geologist will log the test pits and obtain representative bulk soil samples and relatively undisturbed samples using a hand sampler.

Based on existing site conditions and proposed improvements, we anticipate a large number of the test pits will need to be located on the adjacent properties. We assume that right of entry will be obtained by the City. In certain locations, test pits will be located within the unpaved shoulder areas with traffic control per City of Elk Grove specifications.

Deflection Testing and Coring

BCI will complete deflection testing and coring where overlay will be necessary or considered. It is anticipated that a maximum of 22,000 lineal feet of lane could be overlain along Sheldon Road, and may require deflection testing. Based on past experience with the City of Elk Grove, single lane closures with flagmen will be provide during deflection testing and coring. BCI may perform the above operations at night to avoid heavy traffic during the day.

BCI will collect deflection data at maximum intervals of 100 feet in each lane, and obtain two-inch diameter cores to determine the asphalt thickness. A total of 20 cores will be obtained at approximate intervals of 1,000 feet in each lane with an offset of 500 feet in each direction. Coring will be extended through the baserock to determine total existing structural sections.

Existing pavement conditions will be photographed and logged for reference and areas requiring additional repair (such as remove and replace) will be noted.

BCI will include overlay recommendations based on their deflection testing, coring, and the traffic indexes provided by the design team.

Laboratory Testing

BCI will perform the following laboratory tests on relatively undisturbed samples or bulk samples obtained from test pit locations:

- Moisture content and unit weight.
- Direct shear and/or unconfined compressive strength for bearing capacity at culvert and/or retaining wall locations.
- Sieve analysis and plasticity index for classification.
- Resistivity, pH, sulfate content and chloride content for soil corrosivity analysis.
- R-value for pavement design.

Review and Analysis

BCI will review and compile existing surface and subsurface data and newly acquired data. We will perform engineering analysis for the following:

- New pavement and overlay design.
- Soil corrosivity.



- Allowable bearing capacity and lateral soil pressures for culvert headwalls and/or retaining walls.

Draft Geotechnical Design Report

BCI will prepare and submit a *Draft Geotechnical Design Report*. The report will include conclusions and recommendations for the widening project. The following report sections are anticipated:

- Scope of Work
- Project Description
- Field Exploration
- Laboratory Testing
- Site Conditions
- Subsurface Conditions
- Pavement Deflection Testing/Coring Results
- New Construction Recommendations (Excavations, Earthwork, Trench Backfill, Pavement Sections, Sidewalk Sections, Culvert/Retaining Wall Foundations)
- Overlay Recommendations
- Location Map
- Log of Test Pits
- Laboratory Test Results Summary Table
- Laboratory Test Results

Final Geotechnical Design Report

BCI will review draft report comments and submit a Final Geotechnical Design Report incorporating the review comments as necessary.

Task 3.3 – Foundation Report

BCI is assuming that the existing three-span concrete bridge will be replaced or widened with a similar three-span bridge on deep foundations. The following scope of services is to prepare a Caltrans type *Bridge Foundation Report*.

Coordination, Preliminary Review and Site Visit

- Meet with the design team to review the preliminary plans and discuss the project design needs, issues and schedules.
- Visit the site to determine drill rig accessibility, traffic control requirements, and mark boring locations for Underground Service Alert (USA).
- Obtain a City of Elk Grove encroachment permit.

Subsurface Exploration

BCI will observe, log and sample two (2) borings near the proposed abutment locations to obtain subsurface information and soil samples for testing. The borings will be advanced using a truck mounted drill rig equipped with four 6-inch diameter augers to a depth of 50-to-70 feet below grade, depending on the subsurface conditions encountered. A BCI engineer or geologist will log the borings and direct the sampling.

Based on existing site conditions and proposed improvements, it is anticipated that the borings will need to be located on the properties adjacent to the existing bridge. Rights of entry will be necessary and it is assumed they will be obtained by the City.



Laboratory Testing

BCI will perform the following laboratory tests on relatively undisturbed samples or bulk samples obtained from probe locations:

- Moisture content and unit weight.
- Direct shear and/or unconfined compressive strength for bearing and lateral capacity.
- Sieve analysis for scour potential and classification.
- Plasticity Index for classification.
- Resistivity, pH, sulfate content and chloride content for soil corrosivity analysis.

Review and Analysis

BCI will review readily available geotechnical, geologic and seismic information for the site including:

- Geologic maps
- Fault maps
- Seismic hazard maps

BCI will perform engineering analysis (using computer software where applicable) for the following:

- Approach fill and foundation settlement
- Foundation bearing capacity
- Foundation and abutment lateral capacity
- Site seismicity including distance to nearby faults, magnitude of maximum credible event, peak rock/ground acceleration, appropriate Acceleration Response Spectra (ARS) curve, and liquefaction potential.
- Approach fill embankment stability
- Soil corrosivity

Draft Foundation Report

BCI will prepare and submit a *Draft Foundation Report*. The following report sections are anticipated based on Caltrans report guidelines:

- Scope of Work
- Project Description
- Field Exploration
- Laboratory Testing
- Site Geology and Subsurface Conditions
- Seismic Data and Evaluation
- Liquefaction Evaluation
- Scour considerations based on observed soil/geologic conditions.
- Foundation recommendations for CIDH, driven piles, or shallow foundations.
- Soil Corrosivity
- Lateral Earth Pressures for abutment headwalls/wingwalls, including ultimate passive pressures for static and dynamic loading.
- Approach Fill Embankment Slope Stability
- Construction Considerations
- Location Map
- Log of Test Borings (Caltrans Format)
- Laboratory Test Results



Final Foundation Report

BCI will review the City of Elk Grove and the Project Team's comments on the *Draft Foundation Report*, and submit the *Final Foundation Report* incorporating the comments as necessary.

Task 3.4 – Additional Field Investigation & Research

Quincy Engineering will conduct additional field investigations necessary to complete the preliminary design phase and final design phase.

Task 3.5 – Traffic Study (Provided by City)

The City will prepare the *Traffic Report* for the Sheldon Road Improvements Project and the traffic section of the *Environmental Document*. This *Scope of Work* provides up to 40 hours of coordination time with the City's consultant preparing the traffic study to attend meetings, and review draft and final reports.

Deliverables: **Coordination with other City Projects**

Geotechnical Design Report

Foundation Report

Additional Field Investigations

Traffic Study Support

TASK 4 – Engineering Studies

The QEI Team will prepare engineering studies needed for the *Project Report* and *Environmental Document*.

Task 4.1 – Drainage Report

Quincy Engineering, Inc. will prepare the *Drainage Report*. This study will review anticipated rainfall and how the resulting storm water will be handled within the project area. Quincy Engineering, Inc. will determine if upgrades or changes are needed to the existing drainage facilities. We anticipate that culvert maintenance records and discussions with City and County maintenance workers will provide insight as to the adequacy of the existing system. In addition, QEI will seek to obtain developer plans submitted to the City that may provide additional information to the existing drainage facilities. The *Drainage Report* will be reviewed by the City for concurrence. Quincy Engineering will incorporate appropriate comments into the final report and will provide written response to all comments.

Task 4.2 – Laguna Creek Bridge Hydraulic Study

WRECO will perform the *Bridge Hydraulic Studies* for the project as follows:

Preliminary Studies

WRECO's preliminary studies will include data review, field reconnaissance, geomorphic assessment, and hydrologic data review. For this task, WRECO will:

- Review available data, including previous studies by FEMA and the County, the FEMA FIS, and FIRM;
- Conduct a field reconnaissance to assess existing conditions in vicinity of the project;



- Perform a field geomorphic assessment, as well as general data research, of Laguna Creek near the project site to better understand the issues of stream instability; and
- Coordinate with the City and SAFCA to determine the peak design discharges of Laguna Creek. We do not expect a detailed hydrologic study. If the need arises, we will coordinate with the City to define the scope and fee.

Bridge Location Hydraulic Study

The efforts for the Location Hydraulic Study include the floodplain risk assessment and preparing the *Location Hydraulic Study Report*. The efforts will be part of the environmental studies. For this task, WRECO will:

- Perform a floodplain risk assessment to evaluate the potential impacts from the proposed project to the floodplain development and habitat values;
- Recommend potential mitigation measures to mitigate the floodplain impacts; and
- Prepare a *Bridge Location Hydraulic Study Report* to summarize the floodplain impacts and recommendations on potential mitigation measures.

Bridge Design Hydraulic Study

The efforts for the *Bridge Design Hydraulic Study* include hydraulic analysis, scour analysis, and preparing the *Bridge Design Hydraulic Study Report*. For this task, WRECO will:

- Perform a hydraulic analysis to determine the 100- and 50-year flow characteristics, including water surface elevations (depths) and velocities. WRECO will analyze the hydraulics for the existing condition and the proposed widening. WRECO will coordinate survey topographic/bathymetric with the Project Team, and the Project Team will provide needed formation to WRECO. We will apply the most up-to-date version of the U.S. Army Corps of Engineers' HEC-RAS computer program to perform the hydraulic analysis.
- Perform a bridge scour analysis to determine the scour potential per the methodology specified in FHWA's HEC-18 and HEC-23 Manuals.
- Work with the Project Team geotechnical and bridge engineers to evaluate the needs for countermeasures for bridge local scour and long-term stream instability. WRECO will prepare the matrix describing the various countermeasures per the guidelines in FHWA's HEC-23 Manual.
- Prepare a *Bridge Design Hydraulic Study Report* for the project to summarize the recommendations and results from the hydraulic and scour analyses.

WRECO will recommend erosion control and best management practices for the proposed project to minimize impacts from the proposed project to the Laguna Creek water body.

Task 4.3 – Conceptual Landscape Report & Tree Inventory

Orsee Design Associates (ODA) will perform the landscaping design services for the project as follows:

Preliminary Research

ODA will obtain and review all related documents they can acquire from the County or the City of Elk Grove. ODA will also investigate any particulars on the existing vegetation, particularly adjacent to residential properties. ODA will review the landscaping requirements and revisit Sheldon Road, the limits, and adjoining areas and document their findings. Where existing trees are noted as being significant, efforts shall be taken to preserve the trees, where practical.



Conceptual Landscaping Report

For this task, ODA will begin preliminary design work, document major issues, possible solutions, and prepare preliminary cost estimates.

Prepare Tree Inventory

ODA will prepare the tree exhibit at 1"=20' scale laying out each by the respective station point, indicating the respective trunk diameter (dbh), and the extents of the drip line and whether it is to be removed or protected due to impacts of construction operations. This inventory will be useful for the biologist during their review of the project impacts.

Public Input

ODA will prepare a tree exhibit and preliminary designs for the two segments to convey to the public the major landscape features. These exhibits can be used at one of the public meetings to initiate public feedback and input into the design process.

Task 4.4 – Structure Advance Planning Studies & Type Selection

Quincy Engineering, Inc. will prepare up to two (2) Advance Planning Studies for the bridge alternatives developed for the project. It is anticipated that the alternatives will consist of a one-sided widening and a two-sided widening. This will include the development of the construction staging to assure that the structure can be constructed while providing access throughout construction. Quincy Engineering, Inc. will provide the plan view, profile view, typical cross-section, and cost estimate for each bridge type studied. QEI will also prepare a *Type Selection Report*.

Task 4.5 – Right-of-Way Data Sheets (Provided by City)

Quincy Engineering, Inc. will prepare preliminary layout plans for each alternative showing anticipated limits of right-of-way acquisition, temporary construction easements, and permanent easements, and showing utility relocation needs. The City of Elk Grove or another consultant under separate contract will prepare the Right-of-Way Data Sheets to estimate right-of-way and utility relocation costs and the anticipated right-of-way acquisition schedule. These R/W data sheets will be attached to the Basis of Design Report and provide the City with an early R/W estimate for programming purposes.

Task 4.6 – Prepare Facts Sheets for Exceptions to Design Standards

QEI will prepare any *Fact Sheets for Exceptions to Design Standards*. Fact Sheets prepared by QEI will be signed by a registered engineer and approved by the City.

Deliverables: Drainage Report

Location Hydraulic Study

Bridge Design Hydraulic Study

Conceptual Landscape Study

Tree Inventory



Right-of-Way Data Sheets (by City)

Advanced Planning Studies

Type Selection Report

Design Exceptions, if required

TASK 5 – Utility Coordination

QEI will perform a utility investigation and coordinate with utility owners throughout the project development process in order to determine the extent of any utility conflicts and identify potential project delays to the project due to utility company reviews or relocations. Quincy Engineering will develop a utility company contact list.

QEI will prepare utility relocation requirement plans and track these relocations in an electronic database. These utility relocation requirement plans will consist of identifying all utilities in conflict with proposed work that will require relocation and identify where the utilities can be relocated. QEI will set up a meeting with the City, and local utility agencies/companies to present the proposed project and request utility verification at 35% level of design. QEI will also conduct utility coordination meetings at 65% and 90% levels of design. In addition, QEI will meet with utility companies individually if required to assure successful utility coordination.

It is assumed that each utility company will be responsible for developing the actual relocation plans. Quincy Engineering will incorporate appropriate data on the final contract plans.

Notification letters and plan sets will be provided to utility owners at three stages known as the "ABC" plan process during the PS&E development of this project as follows:

"A" Plan Submittal to Utility Companies

QEI will prepare draft transmittal letters to affected utility owners for County review and approval prior to transmitting "A" plans to utility owners. Two sets of base maps or "A" plans will be provided to each utility owner as an attachment to the transmittal letter. Information on existing utilities obtained as a result of the "A" plan submittal will be transferred to base maps.

"B" Plan Submittal to Utility Companies

QEI will prepare draft transmittal letters (utility verification and "Notice to Owners") to affected utility owners for City review and approval prior to transmitting "B" plans to utility owners. Two sets of half-size 65% plans or "B" plans will be provided to each utility owner as an attachment to the transmittal letter. The letter will request that utility owners verify any utility conflicts with proposed improvements and indicate whether any future utilities are proposed in the area that may require accommodation through the improved area. Information on existing utilities obtained as a result of the "B" plan submittal will be used to determine potential utility conflicts and to resolve the conflicts identified. In addition, future utility needs identified by the utility companies will be incorporated into the plans.

"C" Plans Submittal to Utility Companies

QEI will prepare draft transmittal letters to affected utility owners for City review and approval prior to transmitting "C" plans to utility owners. Two sets of half-size 100% plans or "C" plans will be provided



to each utility owner as an attachment to the transmittal letter. The letter will indicate to the utility owners whether any changes have been made to the project plans since the “B” plans submittal and will request written confirmation of utility relocations and utility relocation schedule.

Deliverables: Utility Relocation Plans and Notices utilizing the ABC Plan Process
Utility Coordination Meetings at 35%, 65%, 90% and as needed with individual companies

Task 5.1 – Potholing of High Risk Utilities (Optional Task, Not Included in Base Budget)

During our field review, the only underground utility that was identified within the project limits was the underground electrical line that started west of the Waterman Road intersection and returned to overhead lines a few hundred feet east of the intersection. We also identified underground fiber optics and gas lines near the Bradshaw intersection; however, those appear to run along Bradshaw Road and are outside the limits of this project. As an option, Quincy Engineering will review the existing utilities within the construction area for the project and identify which utilities require potholing as required by the Caltrans “High and Low Risk Utility Policy” or as desired by the City of Elk Grove. QEI will work with the City to establish potholing locations. Saf-R-Dig will provide vacuum excavation utility location (potholing) and associated surveying.

The utility will be exposed using vacuum excavation. The point of excavation will be as determined by markings provided by Underground Services Alert. USA will be called for markings 48 hours in advance of scheduled work. Please note that Saf-R-Dig is not responsible for errors in the markings provided by USA. If the markings are not accurate, Saf-R-Dig may be required to vacuum excavate additional holes to locate the utility. These additional holes may trigger additional budget being required to complete the project. The City will be notified immediately upon an inaccurate marking being found.

It is assumed that Saf-R-Dig will be granted permission to access and locate utilities on both public and private right-of-way, and such permission will be acquired by the City.

Areas within existing roadway sections will be neatly cut at approximately 12 inches square. Excavated material will be removed from the site and the pothole backfilled with Controlled Density Fill (CDF) and surface cold asphalted where applicable. In the event that any of these locations are not within the areas to be paved as part of the widening project, QEI will work with the City to locate the holes immediately outside the paved area or will identify an acceptable backfill method. This will be determined when the City authorizes this optional task, if needed, and the scope will be adjusted accordingly.

Once exposed, the top of the utility facility will be surveyed for horizontal and vertical location utilizing survey control provided by TSI. Saf-R-Dig will install a PK nail or stake directly above the utility for future use.

Saf-R-Dig will be responsible for traffic control needed for their operation. Saf-R-Dig will also obtain permits as needed to conduct their operation and site clean-up.

Quincy Engineering will incorporate the utility location data into the plans.

Optional Deliverables: Potholing High Risk Utilities



TASK 6 – Public Outreach

The Hoyt Company will work closely with Quincy Engineering to deliver a comprehensive public outreach program. Hoyt and QEI will provide strategic counsel to the City of Elk Grove and its staff, flagging key issues and concerns that the community will address. It is our job to ensure that the Public Outreach Program has integrity and that the community has the opportunity to be heard.

Task 6.1 – Project Mailing List (2,000 contacts)

The Hoyt Company recommends utilizing the current database that we created and maintained for the Sheldon Road Widening and SR/99 Interchange Projects as a base, and augmenting the database to better fit this portion of Sheldon Road. The Hoyt Company will utilize MetroScan Software to gather information on area property owners and occupants and incorporate the new contacts into the existing mailing list. The Hoyt Company recommends a database of up to 2,000 contacts. The Hoyt Company will work closely with the City of Elk Grove to ensure the mailing list is all-inclusive, with both key property owners, local neighborhood associations and area businesses, and will maintain the list throughout the course of the Project.

Task 6.2 – Stakeholder Meetings

The Hoyt Company recommends holding up to four key stakeholder meetings with key property owners and residential organizations prior to the public open houses. These stakeholder meetings will provide the opportunity for those who are directly impacted by the project to provide early input on issues and concerns. The Hoyt Company will work in collaboration with the City to identify the targeted stakeholders, coordinate the meeting and provide a brief summary. The QEI Project Manager will attend these meetings and present the engineering aspects of the project to these key stakeholders.

Task 6.3 – Project Newsletters (Three Total)

The Hoyt Company will design and produce three project newsletters to be sent to the entire project mailing list. The newsletters will serve as information pieces and as an invitation to the public open houses. The newsletters will be distributed at key milestones during the course of the project. The first newsletter will provide an introduction to the project including relevant history and project goals, components, and schedule, along with an invitation to the first public open house (scoping meeting). The second newsletter will serve to update the public on project progress, identify project designs that have been developed as a result of the first public open houses, provide a schedule of the next steps, and serve as closure to the preliminary phases of the project. The final newsletter will provide a project update and invitation to the second public open house and be distributed at the 90% complete design milestone. The newsletter format will be one-page (8.5" x 11"), double-sided, four-color self-mailers. A project logo/masthead will be created for use on the newsletter and other project materials/public documents. All large mailings will be handled through a mailing house. The QEI Project Manager will provide the newsletter content and graphics to the Hoyt Company for creation of each newsletter as well as review the drafts prior to final production.

Task 6.4 – Public Open Houses (Two Total)

The Hoyt Company recommends holding one public meeting at the beginning of the project after the stakeholder meetings are complete and a second public meeting at 90% design level. The format for the meetings will include a formal presentation, question and answer session, and an informal, interactive open house session. The presentations will serve to inform and educate the public about the principal



issues, project objectives, parameters regarding what the community can and cannot influence, the planning process, and current status. The open house session will provide the public the opportunity to view visual displays and talk one-on-one with key project team members and City staff.

The Hoyt Company will coordinate all event logistics including facility reservations in the immediate project area (alternatively the Elk Grove City Chambers), audio/video equipment coordination and rental, room set-up and clean-up, sign-in sheets, nametags, refreshments, comment cards, and a written meeting summary. The Hoyt Company recommends that each public open house be facilitated by a non-biased third party to ensure that all voices are heard. Extra steps will be taken to ensure high attendance and participation at the meetings, including personal reminder phone calls to identified stakeholders. The Hoyt Company will work closely with Michelle Smira, Public Information Officer for Elk Grove, to ensure that local media are alerted of the public open houses and to place calendar announcements prior to the meetings to encourage attendance.

The Quincy Engineering Project Manager will prepare and deliver the presentation. The presentation will be in Power Point format and supported by photographs and graphic drawings. The QEI Project Engineer will also attend these public meetings and if needed, additional staff will be provided to manage the open house portion of the meeting. QEI will prepare engineering exhibits for the two public community meetings. The exhibits will convey to the public the major features of the project and the approximate limits of the area impacted by the proposed construction. Exhibits will include a conceptual striping layout superimposed on an aerial photograph at a scale of 1:500 or larger and typical cross-sections for various segments of the roadway showing existing and proposed widths.

The Hoyt Company will work in conjunction with Michelle Smira to promote the project and public open houses through local news publications (e.g. Elk Grove Citizen, Sacramento Bee, and Sacramento Business Journal). Prior to the public meetings, press releases will be distributed to the media for prominent exposure.

Task 6.5 – City Council Presentation

At the conclusion of preliminary design, The Hoyt Company will attend and participate in one City Council meeting. Quincy Engineering and the Hoyt Company will work with City staff to develop a presentation that effectively communicates the progress of the project and community involvement and input in the project. The presentation will be in Power Point format and supported by photographs and graphic drawings.

Task 6.6 – Fact Sheet

The Hoyt Company recommends the creation of a fact sheet that is suitable for a web site posting, hand distribution, and emailing. The fact sheet should be a one page 8.5” x 11”, full color document. The fact sheet will include the project logo/masthead. The Hoyt Company will work with the City to develop the fact sheet and will update it at key milestones throughout, up to three times.

Deliverables: **Project Mailing List**

Stakeholder Meetings (4)

Project Newsletters (3)

Public Workshops (2)



City Council Presentation

Media Relations

TASK 7 – Environmental Coordination & Engineering Support for the Environmental Document

Task 7.1 – Engineering Support for Environmental

It is our understanding that PMC, under separate contract with the City, will conduct environmental services as necessary to satisfy the California Environmental Quality Act (CEQA) requirements for the project. Our scope includes assisting the City in the coordination of the development of the *Environmental Document*, which QEI anticipates being an Initial Study leading to a Negative Declaration.

QEI will assist the City in preparing and identifying additional engineering exhibits for technical studies, exhibits for the *Environmental Document* prepared by the City, and permit applications prepared by the City, as needed, on the proposed improvements. It is assumed that all engineering exhibits will be traditional plans, profiles, and cross-sections and this scope does not include artist's renderings. If renderings are needed, they can be provided on a time and materials basis.

QEI will assist City environmental staff in preparing the "Project Description" and the Area of Potential Effect (APE) map. QEI will review and comment on each of the technical studies and the draft and final environmental document. The Project Manager will also work closely with the City's environmental staff to ensure that the adopted mitigation measures are appropriate and manageable.

Task 7.2- Initial Site Assessment

Blackburn Consulting Incorporated (BCI) will provide the Phase 1 Initial Site Assessment for the project. The overall purpose of the ISA is to attempt to identify significant hazardous materials issues that could affect the constructibility, feasibility, and/or the cost of the proposed project. We will complete the following scope items for the ISA. If they find the potential for significant hazardous materials, additional investigation may be required. Other items provided will include:

Coordination & Review

- Coordinate/review the existing parcel data along the alignment and potential right-of-way acquisitions with the Project Team and the City of Elk Grove.
- Review work we have completed in the project vicinity and readily available consultant reports for the project area and/or adjacent locations, and review the site geology and groundwater conditions. Some of this will be done concurrently with other project tasks.
- Conduct a limited site visit to observe current land use and potential indications of contamination on or adjacent to the corridor.

Historical Research

- Review historical aerial photographic coverage and topographic map coverage of the site and surrounding properties for indications of potential sources for contamination.
- Review a commercial database including Federal, state, and County records for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the site.
- Attempt to identify past and present operations conducted on the properties to assess the potential for hazardous materials impacts to the site.



Report Preparation

- Prepare a report summarizing the findings of our review, site reconnaissance, historical photograph evaluation, and regulatory records review. We will address identified potential hazardous materials impacts and provide recommendations for further investigation and analysis if necessary.

If BCI's ISA work identifies the potential for hazardous materials to impact soil and/or groundwater within the project site, it may be necessary to investigate these locations and confirm or characterize potential contamination. If this is necessary, BCI can provide these services. The scope of the site characterization will depend on the potential contamination type, location, and potential impacts. BCI does not anticipate the need to evaluate the potential for aerially deposited lead along Sheldon Road.

Deliverables: **Engineering Exhibits for the Technical studies and Environmental Document**
APE Map
Project Description
Phase 1 Initial Site Assessment (ISA)

TASK 8 – Basis of Design Report and Preliminary Engineering

Task 8.1 - Design Criteria Memorandum

Quincy Engineering will prepare a design criteria memorandum for approval by the City that includes all geometric design criteria assumptions for the project. This enables the preliminary engineering to proceed efficiently toward the final geometric approval.

TASK 8.2 – Prepare Preliminary Geometric Plans (30% Plans)

QEI will develop preliminary geometric plans for the proposed widening including:

- Horizontal alignments
- Vertical alignments of Sheldon Road
- Typical cross-sections
- Intersection designs (minor intersections)
- Pavement delineation
- Conceptual stage construction/traffic handling plans
- Cut and fill lines will be established
- Driveway conforms will be identified
- Proposed right-of-way limits and construction easements
- Proposed utility relocations and utility Easements will be identified

The preliminary geometric plans of alternatives will be submitted to the City for approval of the projects' geometric features.

TASK 8.3 – Prepare Preliminary Costs Estimates

QEI will prepare an itemized preliminary cost estimate for construction. Materials, tasks, quantities, unit prices, subtotals, and contingencies as well as engineering support costs will be listed on the estimate.

Task 8.4 – Basis of Design Report

QEI will prepare a draft *Basis of Design Report* and submit it to the City for review and comments. This report will provide a summary of all design decisions to allow the City to approve the basis of final design.



Based upon comments received during the circulation of the draft *Basis of Design Report*, QEI will revise and submit the final *Basis of Design Report* to the City for approval.

Deliverables: **Design Criteria Memorandum**
30% Geometric Plans including Right-of-Way, Staging, and Striping
Preliminary Construction Cost Estimate
Basis of Design Report (Draft and Final)

Task 9.0 – Right-of-Way Engineering

Topographic Surveys, Inc. (TSI), with the assistance of Quincy Engineering, Inc., will obtain and review recent information regarding existing right-of-way and parcel ownership within the project limits.

TSI will prepare a right-of-way exhibit map and appraisal map to show current information regarding parcel ownership and right-of-way boundaries within the project limits.

After identification of the right-of-way boundaries and parcels affected, title reports will be acquired for each parcel. Upon review of each title report, TSI will prepare a ready to record Record of Survey map showing the alignment and associated right-of-way for the proposed improvements. This map will be created as a layer in the CADD design file. From this data, the new right-of-way will be field staked for property review and appraisal.

Plats and legal descriptions for each parcel requiring acquisition will be prepared along with associated construction easements. The plats will include all encumbrances identified by the title reports including utility easements.

QEI will prepare an aerial right-of-way exhibit that includes APNs, property owner names, existing and proposed right-of-way lines, and take areas highlighted including areas in acres (or square feet). Once the exhibit has been reviewed and finalized, QEI will deliver a copy of this exhibit mounted on foam board including the City’s logo for the City Manager’s use. In addition, this data will be shown on the base maps for the project.

Deliverables: **Title Reports**
Appraisal Map
Plats and Legal Descriptions
Right-of-Way Exhibit for City Manager

FINAL DESIGN PHASE

TASK 10 – Prepare Plans, Specifications, and Estimate.

QEI will prepare and submit 65% Plans, 90% PS&E, 100% PS&E and Final Plans, Specifications, and Estimate. QEI will prepare the submittals according to the City standards.

Task 10.1 – Prepare Draft Roadway Plans

QEI will prepare draft roadway contract plans. We anticipate that the following types of plan sheets will be needed for this project. The anticipated number of plan sheets for each type is shown in parentheses.



<ul style="list-style-type: none"> ◆ Title Sheet (1) ◆ Typical Cross Sections (1) ◆ Layouts and Profiles (including utilities) (14) ◆ Construction Details (2) ◆ Drainage Plans (14) ◆ Drainage Profiles (4) ◆ Drainage Details (2) ◆ Drainage Quantities (1) 	<ul style="list-style-type: none"> ◆ Pavement Delineation & Sign Plans (14) ◆ Summary of Quantities (2) ◆ Planting and Irrigation and Details (20) ◆ Traffic Signal Plans (10) ◆ Traffic Signal Interconnect Plans (6) ◆ Street Lighting and Electrical Systems Plans & Details (8) ◆ Construction Area Signs (1)
Total Roadway Plans (100)	

QEI will prepare all plan sheets except the following:

- Y&C Transportation Consultants (Y&C) will prepare signal, signal interconnect, lighting and electrical systems plans.
- Orsee Design Associates would prepare the planting and irrigation plans and details.

Prepare Traffic Signal Plans

Y&C will obtain CAD base plans from QEI and as-built electrical plans from the City and prepare plans, specifications, and estimates (PS&E) for traffic signal and lighting at the following locations:

- Lighting and signal interconnect system for Sheldon Road between Elk Grove-Florin Road and Bradshaw Road. Modifications of advance detector loops at the Waterman Road and Bradshaw Road intersections will be shown as part of the lighting/signal interconnect plan.
- Traffic signal modification at the Elk Grove-Florin Road intersection to reflect widening at the southeast corner.
- Traffic signal installation at four new intersections. Exact location to be determined by the City's traffic analysis.

Y&C will use VISUAL lighting analysis software to determine the lighting spacing. We assume the City's standard lighting poles and fixtures will be used for this project. Based on the result of lighting analysis, Y&C will prepare lighting PS&E.

Prepare Planting, Irrigation Plans

Orsee Design Associates will prepare the planting and irrigation plans and details. Planting plans will include plant locations, species, and verified quantities as well as callouts including mulch, seeding, and other materials and a plant list with symbols and notes.

Task 10.2 – Prepare Draft Plans (Structures)

QEI will prepare the draft plans for widening of the East Branch Laguna Creek Bridge. QEI anticipate the following bridge plan sheets will be needed. (The anticipated number of plan sheets for each type is shown in parentheses.)



East Branch Laguna Creek Bridge
◆ General Plan (1)
◆ Deck Contours (1)
◆ Foundation Plan (1)
◆ Abutment Details (2)
◆ Bent Details (1)
◆ Typical Section (1)
◆ Slab Reinforcing Details (1)
◆ Slab Details (1)
◆ Log of Test Borings (1)
Total Sheets: 10 sheets (Bridge)

QEI will prepare all structure plan sheets except the following:

- Blackburn Consulting will prepare the Log of Test Borings

Task 10.3 – Prepare & Submit 65% Draft Plans

QEI will prepare and submit 65% Plans and an outline of anticipated special provisions to the City for review and comment.

Task 10.4 – Independent Design Check

An independent check of the proposed design will be performed at this stage. The plans will be reviewed for completeness, constructibility, and conformance to design criteria. This involves a completely independent analysis of the project by an engineer that has not been intimately involved in the design. This is a big part of the QEI QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised as appropriate.

Task 10.5 – Prepare Special Provisions

Quincy Engineering will prepare contract technical specifications to be submitted at the 90% and 100% submittals. The technical specifications will be based on the City's *Standard Specifications* and *Special Provisions*.

The technical specifications will be submitted with the plans to the City according to the City's submittal process. It is our understanding that the City will advertise, award, and administer the construction contract. If the City desires, QEI can assist the City in the advertisement, award, and administration of the contract. QEI will merge the City's boilerplate specifications with the technical specifications.

QEI will prepare a construction schedule to estimate the number of working days to be included in the construction contract. The schedule will be done using Microsoft Project, unless the City prefers another format. The schedule will also be provided to the Resident Engineer for their use during construction.

Task 10.6 – Prepare Quantities & Estimate

QEI will prepare cost estimates for the proposed project at 90%, and 100% submittals.

Quantities will be developed in accordance with standard Caltrans pay items. Caltrans Construction Cost Database or other databases, as directed by the City, will be used to estimate item prices. Project



estimates will show individual quantities and costs as well as a project cost summary, including appropriate supplemental work items and contingencies.

Task 10.7 – Quality Assurance/Quality Control & Constructibility Review

As an integral part of the QEI QA/QC Program, a senior level engineer will review the entire draft PS&E (90% PS&E) package for uniformity, compatibility, and constructibility.

The review will include comparisons for conflicts or inconsistencies and to assure that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to assure that each construction item has been covered.

Task 10.8 – Submit 90% Draft Plans, Specifications, & Estimate

QEI will revise the 65% plans based on comments received. We will then prepare and submit 90% plans, specifications, and estimate. QEI will also provide a consolidated list of comments received and responses to comments at each submittal. QEI will conduct a Draft PS&E adjudication meeting to review the submittal with the PDT.

Provided at 90% PS&E will be:

- Three sets of 11”x17” plans
- Three copies of draft *Special Provisions*
- Three copies of the *Engineer’s Estimate*

Task 10.9 – 100% and Final Plans, Specifications, & Estimate Submittal

This task incorporates comments from the draft PS&E and produces the final PS&E ready for advertisement. QEI will incorporate the review comments into the final 100% PS&E submittal and provide a summary of responses to the comments. After comments are received on the 100% PS&E, the final set of plans, specifications, and estimate will be prepared and delivered. This set of plans and specifications will be signed by a registered engineer. A response to comments received from the 100% submittal review will also be provided.

Provided at 100% PS&E will be the following:

- Ten sets of 11”x17” plans
- Ten copies of *Special Provisions*
- Three copies of the *Engineer’s Estimate*
- Cross-sections at 20-meter intervals

Provided at Final PS&E will be the following:

- One original signed camera ready set of 11”x 17” plans
- One original signed camera ready set of 22”x 34” plans
- One copy of signed camera ready special provisions
- An electronic copy of *Special Provisions*
- 1 copy of engineer’s estimate

Task 10.10 – Prepare Resident Engineer’s & Surveyor’s File

QEI will prepare the Resident Engineer’s File. Included in this file will be any notes from the designer regarding unusual or unique items and any other information of which the Resident Engineer should be made aware.



QEI will prepare the Surveyor's File including copies of all survey staking notes for both finished sub-grade and final roadway grade, and copies of alignments and calculations.

Task 10.11 – Right-of-Way Appraisal & Acquisition (provided by the City)

This task provides support hours for the coordination with City staff that is providing appraisal services and acquisition services. This may include attendance at meetings, review of appraisals, meetings with property owners where engineering questions are involved, etc. For the purposes of budgeting, 80 hours have estimated for these miscellaneous activities.

Deliverables: 65% Plans and Outline of Specifications
QA/QC and Constructibility Review
90% PS&E
100% PS&E
Final PS&E
Engineering Support for Right-of-Way Activity

TASK 11 – Bidding Assistance

QEI will provide assistance, as directed by the City, in the advertising of the project. While project is being advertised for bids, all questions concerning the intent shall be referred to QEI for resolution. In the event that any items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the QEI team for decision by the City as to the proper procedure required.

Corrective action taken will either be in the form of an addendum prepared by QEI, or by a covering change order after the award of the construction contract.

QEI will assist the City in responding to bidders' inquiries, preparing addenda, clarifications, attending pre-bid meetings and bid openings, providing ongoing consultation and interpretation of the construction documents. QEI will review the bid results and provide recommendations for awarding the contract.

For budgetary purposes, 120 hours have been provided for these activities.

TASK 12 – Construction Support

QEI will attend the pre-construction conference. QEI is available to assist the City during the construction phase. QEI will assist the Resident Engineer in order to minimize construction conflicts and to expedite project completion. QEI will provide services such as reviewing contractor submittals, reviewing shop drawing submittals, preparing and/or reviewing change orders, and making other field observations, at the City's request. All of our activities include appropriate recommendations and documentation.

For budgetary purposes, 200 hours have been provided for these activities.



EXHIBIT B

Compensation and Method of Payment

Direct Labor:	<u>\$220,406.56</u>
Overhead (1.68):	<u>\$370,283.02</u>
Escalation Factor for multi-year projects (8%)	<u>\$47,255.17</u>
Subtotal:	<u>\$637,944.75</u>

Subconsultant Costs:	
(1). Orsee Design Associates:	<u>\$107,475.00</u>
(2). Blackburn Consulting:	<u>\$67,826.00</u>
(3). The Hoyt Company:	<u>\$52,421.50</u>
(4). Topographic Surveys Inc.:	<u>\$106,160.00</u>
(5). Wreco:	<u>\$17,620.00</u>
(6). Y&C Transportation Consultants:	<u>\$79,000.00</u>
Subconsultant Subtotal:	<u>\$430,502.50</u>

Other Direct Costs:			
Plotter/Computer		@ \$10.0	<u>\$0.00</u>
Travel - miles	2000	@ \$0.345	<u>\$690.00</u>
Phone/Fax			<u>\$200.00</u>
Delivery			<u>\$200.00</u>
	Printing: Mylar		
	Vellum		
	8 1/2 X 11		<u>\$200.00</u>
	11 X 17		<u>\$400.00</u>
Mounting Boards for Public Meetings			<u>\$500.00</u>
Direct Cost Subtotal:			<u>\$1,990.00</u>

A =	<u>\$637,944.75</u>
Fee (15.0%):	<u>\$95,691.71</u>
B+C =	<u>\$432,492.50</u>
Fee (0.0%):	<u>\$0.00</u>

TOTAL = \$1,166,128.96

Note: Invoices will be based upon actual labor rates, plus overhead at 168%, plus fee at 15%.
 Subconsultant and Direct Costs will be invoiced actual cost.

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