

**RESOLUTION NO. 2006-318**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE A CONTRACT  
AMENDMENT IN THE AMOUNT OF \$700,000 WITH QUINCY ENGINEERING, INC.  
FOR THE DESIGN AND CONSTRUCTION SUPPORT OF THE SHELDON  
ROAD/STATE ROUTE 99 INTERCHANGE RECONSTRUCTION PROJECT**

**WHEREAS**, the City of Elk Grove desires to construct the Sheldon Road/State Route 99 Interchange Reconstruction Project; and

**WHEREAS**, since said reconstruction project schedule has been extended by several months due to additional right-of-way acquisition tasks and additional environmental permitting tasks; and

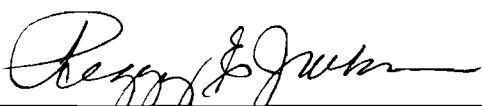
**WHEREAS**, additional scope and support to the City has been required, the original contract amount must be increased by \$700,000 to provide compensation for the remaining tasks.

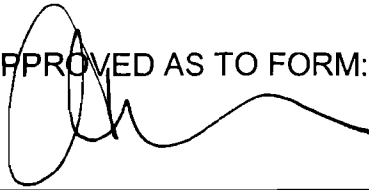
**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove hereby authorizes the City Manager, or designee, to execute a contract amendment with Quincy Engineering, Inc. in the amount of \$700,000 for the additional work, bringing the contract total to an amount not to exceed \$3,620,764.

**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 13<sup>th</sup> day of December 2006.

  
\_\_\_\_\_  
SOPHIA SCHERMAN, MAYOR PRO TEM  
of the CITY OF ELK GROVE

ATTEST:

  
\_\_\_\_\_  
PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
ANTHONY B. MANZANETTI,  
CITY ATTORNEY



AMENDMENT TO CONTRACT FOR  
QUINCY ENGINEERING, INC. – CONSULTANT  
Sheldon Road State Route 99 Interchange Project

THIS AMENDMENT TO CONTRACT is made and entered into between City of Elk Grove, a Municipal Corporation (“City”) and Quincy Engineering, Inc., (“Consultant”), and hereby amends the amended agreement entered into between the parties on March 3, 2004 as contract number C-03-120.

City and Consultant agree to change paragraphs 1.D. and 4.A., in their entirety, to read as follows:

1.D. TERM. Except as provided in Sections 6 and 19, below, this Contract shall terminate no later than December 31, 2009.

4.A. TERMS. Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Additional compensation to Consultant will be \$700,000.00 for a total that shall not exceed \$3,620,764.00 without the advance written consent of the City.

City and Consultant agree to amend Exhibit A and Exhibit B by adding the additional scope and costs without changing any other aspects of the existing Exhibit A and Exhibit B.



AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by the parties as follows.

Approved as to form:

**CONSULTANT**

\_\_\_\_\_  
Counsel for consultant

By: \_\_\_\_\_  
John S. Quincy, President

Approved as to form:

**CITY OF ELK GROVE**

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

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



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## EXHIBIT A

### Additional Scope of Services:

1. Development of the Plans, Specifications and Estimate for the Sheldon Road/ East Stockton Boulevard Intersection Interim Project- Quincy Engineering completed the design and construction support as requested by the City. Expenditures were \$34,000.
2. Task 5.3 Coordination with Adjacent Development- this task originally provided for up to 48 hours of coordination with adjacent projects. As a result of the intense adjacent development and changes that have occurred near the project limits, the City requested presence at numerous meetings and review of many proposed developments during the last two plus years. This out of scope work is estimated at 600 hours. We request a budget augmentation of \$75,000.
3. Task 13 Prepare Plans, Specifications and Estimate- as a result of a late requirement imposed by Army Corps of Engineers related to the impacts on wetlands, Quincy Engineering needed to modify the design to eliminate the Auberry Drive extension, redesign East Stockton Blvd including moving the roundabout several hundred feet to the east of Auberry Drive, design a bridge over Whitehouse Creek along East Stockton Blvd. (note that the original scope anticipated a bridge at Whitehouse Creek, however the PDT recommended the design of a culvert. Thus this request only includes the additional resources needed for the design of the culvert). We request an augmentation of 320 design hours or \$40,000.
4. Task 3- Surveys and Mapping and Task 15.1- Prepare Right of Way Maps and Legal Descriptions- As a result of unsatisfactory performance by Quincy's subconsultant Topographic Surveys Incorporated regarding the timely delivery of plats and legal descriptions, Quincy Engineering with concurrence from the City replaced TSI with REY Engineers. In addition, numerous changes have occurred to adjacent properties requiring significant iterations of the plats and legal descriptions. The City also required staking of each parcel for R/W appraisal purposes. Some parcels have required re-staking due to time lapse before the R/W agent is able to meet with the owners. TSI had \$25,000 of remaining budget when REY Engineers took over the surveying and Right of Way Engineering responsibility. REY will need approximately \$160,000 to complete all of the remaining scope and the additional out of scope work described. In addition, we recommend an augmentation of \$35,000 for surveying assistance during construction. Thus the requested augmentation for this item is \$ \$195,000. To date, I have authorized \$156,635 of budget for REY of which they have invoiced \$142,290. There continues to be ongoing demands for additional plats and legal descriptions as you have seen each



week. I am hopeful that we can complete the work for the requested \$160,000 (revised now). The \$35,000 during construction is to support us in design as field questions arise that may require some surveying to be done.

5. Task 15.2- R/W Appraisal, Task 15.3 Right of Way Acquisition, Task 15.4 Property Management, and Task 15.5 R/W Certification- At the request of the City, Universal Filed Services was dismissed from the project after completing a portion of their scope of services. Universal had approximately \$288,000 of remaining budget. The City directly hired Bender Rosenthal to take over this scope of services. The City has also initiated new procedures related to the processing of R/W for City projects that require significant expenditure of Quincy staff time (note the original budget just 40 hours of Quincy staff time for these tasks). These new services include QA/QC review of the plats and legal descriptions provided by our subconsultant, attendance at weekly (and sometimes more frequent) R/W coordination meetings, preparation of many exhibits for the City use in briefing management or meeting with owners. The summary of this item is as follows:

- Unused Universal budget.....<\$288,000>
- QA/QC of plats and legals.....\$ 35,000
- Weekly Meetings (up to 60, preparation and responses).....\$ 52,000
- Preparation of exhibits and special requests.....\$ 30,000
- Property Owner Meetings and special requests.....\$ 28,000

Net augmentation for this item is a \$143,000 credit

6. Condemnation Support- the original scope and budget did not include condemnation support. Now that it appears that as many as 20 or so parcels are being readied for condemnation, additional effort is needed to prepare the plats and legal descriptions per the direction of the Condemnation Legal Team. In addition, Quincy Engineering will need to prepare engineering summaries for the court files, attend first and second level hearings, attend the RON hearings, etc. We request a budget augmentation of 360 hours and \$50,000 in addition to a budget augmentation of \$20,000 for REY Engineers for the surveyor work needed, and \$5,000 for traffic analysis by Fehr and Peers to support the RON analysis. This item requests a total of \$75,000. It is difficult to estimate the hours that will be needed on this. Jason and I have spent over 200 hours to date on preparing exhibits, responding to inquiries from both Cities, meeting with legal staff, attending first and second level hearings, preparing documents for the court cases, etc. I am hopeful that we will be able to finish for another 150 hours or so.



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7. Construction Support Phase- the current budget includes up to 380 hours for shop plan review and construction support for a total budget of approximately \$52,000. We recommend that an augmentation of 2000 hours or \$270,000 be provided to ensure the City has adequate construction support for this size project. This additional budget will provide for the attendance of construction meetings and the incorporation of additional comments that might be generated by the City's Construction Manager, Parsons Brinkerhoff. The additional budget requested anticipates 25 hours a month of the Project Manager's time, 50 hours a month of the Project Engineer's time, and 25 hours of other staff time such as bridge designers. We are anticipating a much higher level of involvement/partnering than previously expected.
  8. Public Outreach during Construction- the City has requested that Hoyt Company be available for public outreach during construction as directed by the City. Items that might be included are a groundbreaking ceremony, newsletters, ribbon cutting ceremony, construction notices, website and phone hot line. The Hoyt Company has estimated this effort at \$64,776. Quincy Engineering estimates our effort to provide minor assistance of this public outreach to be 5, 224 for a total request of \$70,000.
  9. Design of Sewer and Waterlines- the City has requested that Quincy Engineering incorporated plans, specifications and estimates in for the design of sewer lines and coordination of additional waterlines along Sheldon Road, to be designed by Elk Grove Water Service that became necessary to settle the right of way impacts for several parcels. The design will provide an extension of existing trunk systems and stub outs to the property lines of said parcels. It is estimated that 5 plan sheets will be developed for this new work. We anticipate a budget of 340 hours or \$46,000 to complete the design and coordinate with the owners of these facilities.
  10. Additional tasks, currently unforeseen, may develop. It is suggested that the City staff request authorization for an additional \$38,000 contingency to be available for use by the City Engineer.



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## EXHIBIT B

### Additional Compensation and Method of Payment

The following summarizes the items listed in Exhibit A:

1. \$ 34,000 Interim improvements to Sheldon Rd/East Stockton Rd. intersection
  2. \$ 75,000 Task 5.3 Coordination with Adjacent development
  3. \$ 40,000 Task 13 PS&# for East Stockton Rd (ACOE wetland rulings)
  4. \$ 195,000 Task 3 Surveys and Mapping; Task 15.1 Right of Way Engineering
  5. \$ <143,000>Tasks 15.2 -15.5 R/W Appraisal, Acquisition, Property Management,  
R/W Certification
  6. \$ 75,000 Condemnation Support
  7. \$ 270,000 Construction Support
  8. \$ 70,000 Public Outreach during construction
  9. \$ 46,000 Sewer and Waterline design
  10. \$ 38,000 Contingency
- \$ 700,000**

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

**CERTIFICATION  
ELK GROVE CITY COUNCIL RESOLUTION NO. 2006-318**

**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 December 13, 2006 by the following vote:***

**AYES :        COUNCILMEMBERS:        *Scherman, Cooper, Leary, Davis, Hume***

**NOES :        COUNCILMEMBERS:        *None***

**ABSTAIN :    COUNCILMEMBERS:        *None***

**ABSENT:      COUNCILMEMBERS:        *None***

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