

# **CITY OF ELK GROVE**



## **Request for Proposals**

**For**

**Professional Engineering Consulting Services**

**Guardrail Replacements on East & West Stockton Blvd. (WTR097)  
[HSIPL-5479(xxx)]**

**City Clerk's Office  
City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758**

**Proposals Due by 2:00 PM, Thursday, December 7<sup>th</sup>, 2023**

**Introduction:**

The City of Elk Grove (City) is accepting proposals from qualified Consultants (Consultant(s)) for engineering services related to the Guardrail Replacements on East & West Stockton Blvd. (WTR097) in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

One signed original, three (3) copies, and one USB Flash Drive copy of the proposal must be submitted to the Office of the City Clerk by 2:00 PM, December 7<sup>th</sup>, 2023. Proposal shall be submitted in a sealed envelope clearly marked Engineering Services for Guardrail Replacements on East & West Stockton Blvd. (WTR097) and addressed to:

**OFFICE OF THE CITY CLERK  
CITY OF ELK GROVE  
8401 Laguna Palms Way  
Elk Grove, CA 95758**

Questions regarding this RFP are to be directed by e-mail to: Michael Karoly, Project Manager, mkaroly@elkgrovecity.org, with a copy to Andrea Koerner, Administrative Analyst, akoerner@elkgrovecity.org.. Such contact shall be for clarification purposes only. The City must receive all questions no later than November 27<sup>th</sup>, 2023. Material changes, if any, to the scope of services or proposal procedures shall only be transmitted by written addendum and posted to the City website. Addendums and answers to submitted questions will be available via the City of Elk Grove website under "Notice" for the RFP announcement.

Proposals shall not be accepted by fax or electronically.

**Late Proposals:**

Proposals arriving after the specified date and time shall not be considered, nor shall late proposals be opened. Each Consultant assumes responsibility for timely submission of its proposal.

**Withdrawal or Modifications of Proposals:**

Any proposal may be withdrawn or modified by a written request signed by the Consultant and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, Consultants are obligated to fulfill the terms of their proposal.

**Proposal Acceptance and Rejection:**

The City reserves the right to accept any proposal, to reject any and all proposals, and to call for new proposals, or dispense with the proposal process in accordance with the Elk Grove Municipal Code.

**Proposal Evaluation and Award:**

Evaluation shall be made based on the criteria noted in Attachment A: Evaluation and Selection Criteria. A contract may be awarded to the responsible Consultant who best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services, and shall not necessarily be based on the lowest priced proposal, except as otherwise provided by law, taking into consideration adherence to the included specifications. A contract may be awarded to the next responsible Consultant if the successful Consultant refuses or fails to execute the contract. All Consultants that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding Consultant. Any contract awarded will be non-exclusive, and the City reserves the right to seek services from other sources, in the City's sole discretion.

**Register with the California Secretary of State:**

Unless Consultant is a sole proprietorship, Consultant must be registered and in good standing with the California Secretary of State within 14 days following notification of the City's intent to award a contract to Consultant and prior to execution of a final contract. Failure to timely register with the Secretary of State may result in the City awarding the contract to another Consultant. Additional information regarding the registration process may be found on the Secretary of State's website at: <https://bizfileonline.sos.ca.gov/>.

**Disclosure of Submitted Materials:**

After selection and execution of the contract(s), (or prior thereto if required by law) all information and materials provided in each submittal received is subject to disclosure through an public records request pursuant to the California Public Records Act, or otherwise as may be required by law. The City, in its sole discretion, may release any submitted materials, regardless of whether such materials are marked by respondents as confidential or otherwise as protected.

**Waiver of Irregularities:**

The City retains the right, in its sole discretion, to waive any irregularities in proposals that do not comply with the strict requirements of this RFP, and the City reserves the right to award a contract to a Consultant submitting any such non-compliant proposal, all in the City's sole discretion.

**Validity of Pricing:**

Consultants are required to provide a fee structure including the hourly rate of the principals to be assigned to the matter, and proposed cost (line item descriptions and pricing), and expense reimbursements levels, and total costs. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City; each proposal must stand on its own.

**No Guarantee of Usage:**

Any quantities listed in this RFP are estimated or projected and are provided for tabulation and information purposes only. No guarantee of quantities is given or implied by the City. Consultant must furnish the City's needs as they arise.

**Demonstrations:**

When required, the City may request full demonstrations prior to award. When such demonstrations are requested, the Consultant shall respond promptly and arrange a demonstration at a convenient location. Failure to provide a demonstration as specified by the City may result in rejection of a proposal.

**Use of Other Governmental Contracts:**

The City reserves the right to reject any part or all of any proposals received and utilize other available governmental contracts.

**Qualification/Inspection:**

Proposals will only be considered from Consultants normally engaged in providing the types of services specified herein. By responding to this RFP, the Consultant consents to the City's right to inspect the Consultant's facilities, personnel, and organization at any time, or to take any other action necessary to determine Consultant's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding Consultants and/or to award a contract without conducting interviews.

**Other Governmental Entities:**

If the Consultant is awarded a contract as a result of this RFP, the Consultant shall, if the Consultant has sufficient capacity, provide to other governmental agencies, so requesting, the services awarded in accordance with the terms and conditions of the RFP.

**State Grant Requirements:**

Should any portion of these services require the use of State grant funds, all State grant requirements shall apply and all Consultants must consent to each certification and assurance, which will be incorporated into the contract.

**Payment Terms:**

Payment shall be made as set forth in the contract attached hereto as Attachment B. In submitting proposals under these specifications, Consultants should take into account all discounts, both trade and time, allowed in accordance with the payment terms.

**Performance:**

It is the intention of the City to acquire services as specified herein from a Consultant that will give prompt and convenient service.

**Term of Contract:**

The term of the contract will be for a specific period of time, commencing upon execution. The City anticipates the contract to be for a term of three years with additional extensions, if necessary, for the duration of the Project, at the option of the City. The City reserves the right to set the term for a period deemed to be in the best interest of the City, and terminate the contract as set forth therein.

**Amendments:**

If, during the performance of the contract, Consultant or the City proposes changes to the services provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, Consultant or the City may request a change in the contract. The parties to the contract will meet to discuss and negotiate the required documents. Upon completion of those negotiations, the negotiated documents will be submitted to the City for approval. Upon approval by the City, an amendment to the contract will be approved by all parties for the change to be implemented. An amendment shall not render ineffective or invalidate any unaffected portions of the Contract. Nothing in this section obligates the City to agree to any change order or other amendment, and the City may withhold such agreement in its sole discretion.

**Service and support:**

Consultants shall explain how all on-going service and support shall be handled by the Consultant and the City of Elk Grove.

**Records:**

The Consultant shall maintain complete and accurate records with respect to labor costs, material expenses, and other such information required by City that relates to the performance of services under the contract. The Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of the 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. The 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 there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to the contract. Such records, together with supporting documents, shall be maintained for City's inspection for a period of at least three (3) years after receipt of final payment.

## **Guidelines for Proposal**

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

Proposals shall be printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and bound (spiral / comb / three ring binder). Tabbed dividers should separate and identify the response items described below.

One signed original, three (3) copies, and one USB Flash Drive copy of the proposal must be submitted to the Office of the City Clerk by 2:00 PM, December 7<sup>th</sup>, 2023. Proposal shall be submitted in a sealed envelope clearly marked Engineering Services for Guardrail Replacements on East & West Stockton Blvd. (WTR097) and addressed to:

**OFFICE OF THE CITY CLERK  
CITY OF ELK GROVE  
8401 Laguna Palms Way  
Elk Grove, CA 95758**

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Michael Karoly, PE  
CIP Division, Public Works Department  
City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758

The letter shall include the Consultant's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the Consultant's understanding of the project based on this RFP and any other information the Consultant has gathered. Include a statement discussing the Consultant's interest and qualifications for this type of work. A principal of the firm authorized to legally bind the firm shall sign the letter.

2. Table of Contents

The Consultant shall insert a comprehensive table of contents denoting sections three through nine of the proposal as indicated below.

3. Qualifications and Experience

Describe the Consultant's capability for actually undertaking and performing the work, including any professional licenses and certificates held by the Consultant. List types and locations of similar work performed by the Consultant in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection Process.

4. Staffing Plan

Provide a Staffing Plan that lists the team members (consultant employees and subconsultants, if any) and their respective roles. Provide one-page resumes for the primary individuals plus sub-consultant primary staff responsible for managing and executing the Scope of Work. An additional page may be included for each sub-consultant to provide details on their company skills, knowledge, and experience.

5. Consultant Project Approach and Scope of Work

Describe the consultant's approach to meeting the City's needs for the project: topographic field surveys, preliminary and final design, mapping services for right of way acquisition and/or rights of entry, utility coordination, bid documents (plans, technical specifications, and estimate), bidding/award phase services, any required grant documentation, and construction phase services. City staff will prepare the final bid documents incorporating the consultant's technical specifications and manage the bidding and advertisement. Provide a draft scope of work based on the attached project scope updating and revising based on the consultant's experience managing similar projects for public agencies. The draft scope of work shall form the basis for the task orders and will be subject to further negotiation of scope and fee after selection of a consultant to perform the work. The fee schedule shall be based on the draft scope of work.

6. Draft Schedule

Provide a draft schedule that lists proposed tasks and sub-tasks, relationship between tasks, and approximate durations, based on an assumed notice to proceed date of April 8, 2023.

7. Conflict of Interest Statement

Any activities or relationships of the Consultant that might create a conflict of interest for the Consultant or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

8. Project Examples

Provide a minimum of 3 and up to 5 project examples of similar work performed for other agencies, including; consultant services and role, proposed team members (for this proposal) that worked on these other projects and their roles, schedule information, budget/cost information for consultant and project, and an agency representative.

9. Fee Proposal

Provide a separate sealed envelope with the proposed fee for services based on the draft scope of work. The City reserves the right to negotiate final details of the scope of services and fee.

10. Secretary of State

Consultant shall acknowledge their understanding of needing to be registered with the California Secretary of State as noted in the RFP language above.

11. Professional Services Contract:

Attached to the RFP (Attachment B) is a copy of the City’s standard Professional Services Contract (Contract). The City’s standard Contract may be modified, in the City’s sole discretion, to address the specific provisions of this RFP and Consultants should note that any specifications or other requirements specific to this RFP shall be included in the Contract and Contract’s exhibits following an award of the Contract. Please review the Contract carefully and note in your proposal any exceptions or alterations to the Contract. Alterations or changes to the Contract that are not in the Consultant’s response shall not be allowed after the selection of the Consultant. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal basis. However, the City reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the City’s standard Contract. For reference, the insurance amounts that appear in the attached Contract are summarized below.

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability (1C)	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation
Auto Liability (2C)	\$1,000,000 “Hired & Non-Owned”		Additional Insured
Work Comp (3A) Employer’s Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Professional Liability (41)	\$1,000,000	\$1,000,000	(1 year tail)

**\*\*\*Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.**

**This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.**



## **SCOPE OF WORK**

### **Project Description**

WTR097 (H11-03-009) – Guardrail Replacements on East and West Stockton Boulevard (Project)

The project locations are:

1. W. Stockton North and South of Wooded Brook
2. W. Stockton east of Laguna Springs (at bend near SR99RW)
3. E. Stockton Blvd South of Cantwell Dr (4 Locations)
4. E. Stockton Blvd North of Calle Entrada Way (2 Locations)

The project scope will remove and replace existing guardrails with new guardrails meeting current standards. The Project will be funded by a combination of State grant funds (HSIP) and local funds. The City's CIP Project Budget sheet is provided in Attachment C. The HSIP grant application package is provided in Attachment D.

### **Consultant Scope of Work**

The selected consultant will base their proposal on providing the following engineering services and may add, expand, or more fully define any steps necessary to achieve the Project goals:

1. Perform all work in compliance with Caltrans Local Assistance Procedures Manual (LAPM) and Local Assistance Programs Guide (LAPG) for HSIP funds.
2. Likely CEQA determination - Categorical Exemption (by other consultant under separate on-call environmental services contract)
3. Utility relocation services per latest edition of Caltrans LAPM, in needed.
4. Right of way services:
  - a. Mapping and surveying services sufficient to create a Project base map indicating all properties, existing encumbrances, ownerships, and other legal information required to obtain any needed easements, PTEs, TCEs, or similar.
5. Plans, Specifications and Estimates for construction of the improvements, including:
  - a. Contact USA underground service alert to capture and locate underground utilities
  - b. Perform field survey work to develop base mapping, as needed for design

- c. Provide Utility Coordination services with private and public utilities for the Project including A, B, & C letters and coordination on any needed relocations
- d. Prepare 35% Conceptual Plan submittal including Quality Control (QC) documentation and design fact sheet(s), as needed, and provide to City for review. See Attachment E for Sample QC minimum documentation.
- e. Incorporate City and other agency/entity review comments from 35% review and prepare 95% Plans, Specifications (Technical only) and updated Estimate (PSE) submittal including QC documentation, and response to comments matrix.
  - i. Submit preliminary 95% PSE documents with Quality Control (QC) documentation for Quality Assurance (QA) review by City Project Manager (City PM).
  - ii. City PM will review and will provide comments on completeness of the 95% QC submittal.
  - iii. Revise 95% PSE submittal per QA review comments and submit to City for review along with any updates to QC documentation.
- f. Incorporate City and other agency/entity review comments from 95% review and prepare 100% PSE submittal including QC documentation, and response to comments matrix, including final signatures on PSE.
  - i. Submit preliminary 100% PSE submittal with QC documentations for QA review by City PM.
  - ii. City PM will review and will provide comments on completeness of the 100% QC submittal.
  - iii. Revise 100% PSE submittal per QA review comments and submit to City for review along with any updates to QC documentation.
- g. City prepares final version of bid documents based on consultant 100% PSE submittal and routes for final City reviews and approval.
- h. Modifications to PSE as requested by City during final review and approval of bid documents.
- i. Provide Resident Engineer (RE) file for use by City CM staff. File to contain pertinent background information useful for reference by CM staff during construction.
- j. Provide early engagement with the City's Construction Management team for design reviews, constructability reviews. Include constructability review as part of the Critical Path Schedule.

## 6. Bidding and Award Services

- a. Advertisement
  - b. After advertisement:
    - i. Prepare responses to bidder requests for information (RFI)
    - ii. Prepare Addendums, if needed, to address any need for clarifications of the Plans and Technical Specifications.
    - iii. City will issue RFI responses and Addendums based on consultant responses as appropriate. City may also issue Addendums to address other non-design issues in the bid documents without the consultant's input.
    - iv. After bid opening, review and provide an opinion of reasonableness of bids whether above or below the Engineer's Estimate. It is especially important to provide an opinion and recommendation for any lower bids that vary by more than 10% above the Engineer's Estimate.
    - v. Assist the City with post-bid review of required LAPM documentation.
7. Design Services during Construction
- a. Attend transition meeting with City construction management (CM) team (staff and consultant).
  - b. Attend Pre-construction kick-off meeting with Contractor and CM staff.
  - c. Review contractor submittals as requested.
  - d. Provide design clarifications in response to contractor and/or City requests.
  - e. Be available for occasional phone/remote attendance on weekly construction progress meeting.
  - f. Site visits as needed for the Project during construction to review and provide recommendations for work items.
  - g. Prepare record drawings based on CM provided red-lined plans. Provide Record Drawings in pdf and native file formats (AutoCAD 2018).
  - h. Assist with project close-out documentation.

## **ATTACHMENTS**

- A. Evaluation and Selection Criteria
- B. Sample Professional Services Contract
- C. CIP Project Budget Sheets
- D. Grant Application Documents
- E. Sample QC Documentation

**Attachment A: Evaluation and Selection Criteria**

<u>CONSULTANT/FIRM NAME:</u>		
<b>WRITTEN PROPOSAL</b>	Maximum Points	Reviewer Score
<b>Expertise of Project Team</b> – Project Manager with a proven history of successful delivery of projects of similar size/complexity, who is highly organized, effective, collaborative, good communicator, responsive, pro-active in identifying issues and who is willing to explore innovative strategies. Qualifications and technical expertise of the design team that demonstrates it is staffed with team members with appropriate experience and technical skills that will be needed to deliver quality products and requested services.	30	
<b>Project Approach and Understanding the Required Scope of Work</b> – Description of proposer’s approach to meeting the Project needs for various deliverables for environmental, design, right of way, utility relocation, and design support during the construction phase. Approach should also include task assignments, organization of tasks, understanding of interrelationship of critical tasks and commitment of resources to each task and deliverable. Comprehensive understanding of the Project scope of work, ability to identify critical issues with appropriate solutions and a thorough understanding of the delivery process, including providing a detailed Project schedule.	25	
<b>Related Project Experience</b> – Example of projects delivered for other agencies that are similar in scope and complexity to the Project, including details of roles and responsibilities of the proposed team that worked on such projects. Recent and relevant experience with Caltrans projects and familiarity with Caltrans policies and procedures for projects within the state right of way.	25	
<b>Professional Capacity</b> – Key personnel are available, committed to the project.	10	
<b>SUBTOTAL FOR SHORTLISTING</b>	<b>90</b>	
<b>References</b> – Project Manager and the design team’s commitment to deliver quality project, timely communication of issues, ability to complete tasks and milestones on schedule and within budget.	10	
<b>SUBTOTAL OF WRITTEN PROPOSAL</b>	<b>100</b>	
<b>INTERVIEW (if applicable)</b>		
<b>Presentation by the Project Manager</b> – Project understanding, communication abilities, critical issues, innovation, and solutions.	10	
<b>Presentation by the Team</b> – Experience, roles and responsibilities, communication and coordination between team members, agencies, and City.	10	
<b>Questions &amp; Answers</b> – Response to panel’s questions.	10	
<b>SUBTOTAL OF WRITTEN PROPOSAL WITH INTERVIEW (if applicable)</b>	<b>30</b>	
<b>TOTAL *</b>	<b>130*</b>	
<b>RANKING OF CONSULTANT FIRM (assigned after completion of scoring)</b>		

\* The City intends to develop a shortlist of at least three (3) Consultants with the highest total percentage excluding References. The City reserves the right to shortlist more or less than three (3) Consultants. References of shortlisted firms will then be evaluated and the Consultant with the highest total percentage may be selected.

\* If interviews are not performed, the “**Subtotal Of Written Proposal**” with 100 points maximum represents the total scoring for the proposal and rankings will be based off of this score.

Evaluator

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment B: Sample Professional Services Contract**

# CITY OF ELK GROVE



CONSULTANT CONTRACT FOR

**Consultant's Name**

Guardrail Replacements on East and West Stockton Blvd. (WTR097)

## CONTRACT FOR SERVICES

THIS CONTRACT is made on \_\_\_\_\_, 2023, by and between City of Elk Grove, a municipal corporation (the “City”) and \_\_\_\_\_ (the “Consultant”), collectively referred to as the “Parties.”

### WITNESSETH

WHEREAS, Consultant has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein by this reference as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

### **1. SCOPE OF SERVICES**

A. 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. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B. Consultant agrees 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. There shall be no change in Consultant’s Project Manager or members of the Project team, as listed in Exhibit C, “Compensation and Method of Payment”, which is a part of this Contract without prior written approval by City’s Contract Administrator as designated from time to time by the Public Works Director.

### **2. TERM OF CONTRACT**

A. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate at 11:59 p.m. on \_\_\_\_\_, unless earlier terminated pursuant to Section 14 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to modify the Scope of Work and/or extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Consultant prior to the initial termination or any extended termination date.





### 3. SCHEDULE FOR PERFORMANCE

City and Consultant agree that time is of the essence and Consultant agrees that services shall be undertaken and completed in accordance with the schedule of performance (the "Schedule of Performance"), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of City Manager, or his/her authorized representative. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

### 4. COMPENSATION

A. Consultant shall be paid monthly as set forth in **Exhibit C**, "Compensation and Method of Payment," attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, but in no event shall total compensation under this Contract exceed **(\$00.00)**, without City's prior written approval. Said amount shall be paid upon submittal of a monthly invoice showing completion of the tasks that month, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

B. If Consultant's performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

C. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 14.

D. The method of payment for this Contract shall be based on actual cost plus a fixed fee. In no event, shall Consultant be reimbursed for overhead costs at a rate that exceeds City's approved overhead rate set forth in Exhibit C, "Compensation and Method of Payment".

E. The indirect cost rate established for this Contract is extended through the duration of this specific Contract. Any extension of the Contract shall not be a condition or qualification to be considered for the work or Contract award.

F. In addition to the allowable incurred costs, City will pay Consultant a fixed fee of **\$(AMOUNT)**. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by Contract amendment. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments.

G. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Exhibit C, "Compensation and Method of Payment".

H. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.



I. Prompt Payment From The City To Consultant

The City will endeavor to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Consultant.. The City shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the City as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to Consultant as soon as practicable, and City will endeavor to do so not later than thirty (30) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

**5. PREVAILING WAGE RATES**

A. Consultant and Subconsultant(s) performing Public Works shall register with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Contract, including any subsequent amendments.

B. The Consultant shall comply with all the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Contract are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this Contract by reference pursuant to Labor Code §1773.2 and will be applicable to Work performed at a construction Project site. Prevailing wages will be applicable to all inspection work performed at City construction sites, at City facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve City projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this Project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each Consultant and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:



- a. The information contained in the payroll record is true and correct.
- b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by City representatives at all reasonable hours at the principal office of the Consultant. The Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
- b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Consultant.
- c. The public shall not be given access to certified payroll records by the Consultant. The Consultant is required to forward any requests for certified payrolls to the City Contract Administrator by both email and regular mail within one business day following receipt of the request.

3. Each Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by City shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the Consultant or Subconsultant performing the work shall not be marked or obliterated.

5. The Consultant shall inform the City of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide notice of a change of location and address.

6. The Consultant or Subconsultant shall have ten (10) calendar days in which to comply after to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Consultant or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to City, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by City from payments



then due. Consultant is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the City Contract Administrator.

F. Penalty

1. The Consultant and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Consultant and any Subconsultant shall forfeit to the City a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Contract by the Consultant or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or Subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Contract.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the Consultant which the Project Contract is awarded to (prime Consultant) is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:

a. The Contract executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.



c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

d. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, City shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If City determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if City did not retain sufficient money under the Contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of monies due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by City.

#### G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Consultant or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

#### H. Employment of Apprentices

1. Where either the signed contract with the selected prime Consultant (prime Contract) or the sub consultant contract (subcontract) exceeds thirty thousand dollars (\$30,000), the Consultant and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. Consultants and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Consultant and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for



additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Contract work. The Consultant is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

## **6. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING**

A. The Consultant certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Contract, or with the extension, continuation, renewal, amendment, or modification of this Contract.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

C. The Consultant also agrees by signing this Contract that he or she shall require that the language of this certification be included in all subcontracts, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

## **7. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

A. The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990.

B. During the performance of this Contract, Consultant and its subconsultants shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,



medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require ascertaining compliance with this clause.

E. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.

F. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

**8. NOTICES**

A. Consultant shall transmit invoices and any notices to City, with copy (excepting invoices) to City Attorney, as follows:

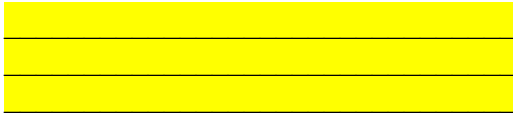
City of Elk Grove  
Attn: Finance Department  
8401 Laguna Palms Way  
Elk Grove, California 95758

City of Elk Grove  
Attn: City Attorney's Office  
8401 Laguna Palms Way  
Elk Grove, California 95758

Consultant shall serve the City notice in writing by certified mail prior to a change of address. The notice shall include the new address where notices and communications related to the Agreement may be sent, the point of contact for the Agreement, and include the point of contact's phone number and email address.



B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Consultant as follows:



**9. PROFESSIONAL SERVICES**

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to City whether perceived or actual.

**10. INDEPENDENT CONTRACTOR**

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor, and that no relationship of employer-employee exists between the Parties hereto.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third-party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

**11. AUTHORITY OF CONSULTANT**

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.





## **12. CONFLICT OF INTEREST**

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

## **13. AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written Contract between the Parties hereto and shall be signed by the persons authorized to bind the Parties, in the case of the City such amendments shall be authorized by the City Manager.

## **14. TERMINATION**

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 22, Property of City.

B. City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 14C. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 22, Property of City.

## **15. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The Consultant warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate this Contract without liability, to



pay only for the value of the work actually performed, or to deduct from this Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

## **16. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

A. The Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Consultant to City.

D. When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

## **17. RETENTION OF RECORD/AUDITS**

For the purpose of determining compliance with Gov. Code § 8546.7, the Consultant, Subconsultants, shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Contract including, but not limited to, the costs of administering the Contract. All parties, including the Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Contract period and for three (3) years from the date of final payment under the Contract and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. City, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant, Subconsultants, and the Consultant's Independent CPA, that are pertinent to the Contract for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

## **18. AUDIT REVIEW PROCEDURES**

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by City's Finance Director.

B. Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by City's Finance Director of unresolved audit issues. The request for review will be submitted in writing.



C. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant Contracts, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, a Contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, City, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Contract, cost proposal, and ICR shall be adjusted by Consultant and approved by City Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Contract by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, City or local governments have access to CPA work papers, shall be considered a breach of Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

E. Consultant's Exhibit C, "Compensation and Method of Payment" may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. Exhibit C shall be adjusted by the Consultant and approved by the City Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report shall be considered a breach of the Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.



c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

3. If the Consultant fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Contract.

4. Consultant may submit to the City final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Contract has been completed to the satisfaction of the City; and, (3) IOAI has issued its final ICR review letter. The Consultant **MUST SUBMIT ITS FINAL INVOICE TO** City no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Contract and all other contracts executed between the City and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

## **19. FUNDING**

Consultant agrees and understands that renewal of this Contract in subsequent years is contingent upon action by City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.

## **20. NOTICE TO PROCEED**

Prior to commencing work under this Contract, Consultant shall receive a written "Notice to Proceed" from the City's Public Works Director or their authorized representative. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.

## **21. EXTENSIONS OF TIME**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 13.



---

## **22. PROPERTY OF CITY**

A. It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

## **23. COMPLIANCE WITH LAW**

Consultant shall comply with all applicable laws, ordinances, 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.

## **24. REPRESENTATIONS**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Consultant shall designate a project manager who at all times shall represent Consultant before City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards, and which are reported to Consultant in writing within



sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

## **25. APPROVAL OF STAFF MEMBERS**

A. 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's Public Works Director or their authorized representative of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

## **26. ASSIGNMENT AND SUBCONTRACTING**

A. Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

C. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the City Contract Administrator, except that which is expressly identified in the Consultant's approved Exhibit C, "Compensation and Method of Payment".

D. Any subcontract entered into as a result of this Contract, shall contain all the provisions stipulated in this entire Contract to be applicable to Subconsultants unless otherwise noted.

E. Consultant shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the Consultant by the City.

F. Any substitution of Subconsultants must be approved in writing by the City Contract Administrator in advance of assigning work to a substitute Subconsultant.

### **G. Prompt Progress Payment**

Consultant or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant's



interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subconsultant to a subconsultant, Consultant or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

#### H. Prompt Payment of Withheld Funds to Subconsultants

Consultants and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subcontract performance, or noncompliance by a subconsultant.

### **27. MATERIALS 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 City or except by court order. If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

### **28. LIABILITY OF CONSULTANT—NEGLIGENCE**

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. 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.

**29. INDEMNITY AND LITIGATION COSTS**

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, 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 negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless City to the same extent as Consultant. Consultant's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.

**30. EVIDENCE OF INSURANCE COVERAGE**

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability (1C)	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation
Auto Liability (2C)	\$1,000,000 "Hired & Non- Owned"		Additional Insured





Work Comp (3A) Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Professional Liability (41)	\$1,000,000	\$1,000,000	(1 year tail)

\*\*\*Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.

This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as Exhibit E.

**31. EVIDENCE OF INSURANCE COMPLIANCE**

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor ("Processor") to accept and process Consultant's proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

**32. EMPLOYMENT PRACTICES**

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

**33. 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 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 City in connection therewith.

**34. LICENSES, PERMITS, AND OTHER APPROVALS**

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.



---

### **35. RECORDS AND INSPECTION**

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

### **36. DEBARMENT AND SUSPENSION CERTIFICATION**

A. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award but shall be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

### **37. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code §10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.



### 38. MISCELLANEOUS PROVISIONS

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

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 to 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. No Third-Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of City and Consultant that any such person or entity, other than City or Consultant, receiving benefits or services under this Contract shall be deemed as incidental beneficiary.



K. Non-Discrimination/Non-Preferential 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.

L. 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.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may pursue available legal and equitable remedies against the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

### **39. ENTIRE CONTRACT**

This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the Parties as follows:

*(Signatures on following page)*

City of Elk Grove

**Consultant's Name**

Guardrail Replacements on East and West Stockton Blvd. (WTR097)



Approved to as form:

**CONSULTANT**

By: \_\_\_\_\_  
Attorney for Consultant

By: \_\_\_\_\_  
**Name, Title**

Approved as to form:

**CITY OF ELK GROVE**

By: \_\_\_\_\_  
Jonathan P. Hobbs, City Attorney

By: \_\_\_\_\_  
Jason Behrmann, City Manager

Attest to:

By: \_\_\_\_\_  
Jason Lindgren, City Clerk

Dated: \_\_\_\_\_

City of Elk Grove

***Consultant's Name***

Guardrail Replacements on East and West Stockton Blvd. (WTR097)

---



## **EXHIBIT A**

### **Scope of Work**

City of Elk Grove

***Consultant's Name***

Guardrail Replacements on East and West Stockton Blvd. (WTR097)

---



## **EXHIBIT B**

### **Schedule of Performance**

City of Elk Grove

***Consultant's Name***

Guardrail Replacements on East and West Stockton Blvd. (WTR097)



---

## **EXHIBIT C**

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

Under no circumstances shall the aggregate amount paid under this Contract exceed the amount specified in Section 4A above and if the Contract is approved by the City Manager, all compensation paid to Consultant each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.





---

## EXHIBIT D

### Insurance Requirements

Prior to commencement of any work under this Contract, Contractor shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein. Contractor shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits. Further, should Contractor maintain any programs of self-insurance, Contractor shall comply with the applicable fulfillment of any self-insured retentions.

1. General Liability:
  - a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, and products and completed operations liability.
  - b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
  - c. Claims-made coverage is not acceptable.
  - d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Aggregate:	One Million Dollars (\$1,000,000)
  - e. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles leased, hired, or borrowed by the Contractor on a separate endorsement acceptable to the City.
  - f. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by the Contractor.
  - g. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
  - h. Provision or endorsement stating that for any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers shall be in excess of the Contractor's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
2. Automobile Liability:



- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of operation, maintenance, or use of hired and non-owned automobiles.
  - b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbols 8, and 9 (hired, and non-owned) and shall not exclude City-owned vehicles. Contractor's coverage providing symbol 1 (Any Auto) shall be satisfactory
  - c. The limits of liability per accident shall not be less than:  

Combined Single Limit	One Million Dollars (\$1,000,000)
-----------------------	-----------------------------------
  - d. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured.
3. Worker's Compensation
- a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers Liability coverage. The Contractor shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
  - b. Employer's Liability Coverage shall not be less than One Million Dollars (\$1,000,000).
  - c. If an injury occurs to any employee of the Contractor for which the employee or the employee's dependents, in the event of the employee's 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 Contractor under this Agreement, 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 Contractor.
  - d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by the Contractor.
4. Errors and Omissions; Malpractice; Professional Liability
- a. Errors and omissions, malpractice, or professional liability insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence or per claim. Both occurrence or claims-made policies are acceptable. Upon termination of this Contract, the same insurance requirements in Section 4 of this Exhibit will apply for a One (1) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.
5. Drone Liability.



- 
- a. Prior to the use of any drones as part of this Contract, Consultant shall provide proof of Drone or Unmanned Aerial Systems Liability covering injury to persons and damage to property.
  - b. The limits of liability per occurrence shall not be less than One Million Dollars (\$1,000,000).
  - c. The insurance shall include a provision or endorsement naming the City, its officials, employees, agents, and authorized volunteers, each as additional insureds.
6. Acceptability of Insurers: Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
  7. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
  8. The Contractor shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Agreement. At the written request of the City, Contractor agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
  9. The City, due to unforeseen risk or exhaustion, failure, or dilution of Contractor's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of this Agreement by giving 30 days written notice.
  10. The Contractor shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
  11. If the Contractor fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Contractor under this Agreement.
  12. Failure of the City to obtain such insurance shall in no way relieve the Contractor from any of its responsibilities under this Agreement.



- 
13. The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its Sub-contractors or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
  14. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of this Agreement.
  15. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.



---

**EXHIBIT E**

**Certificate of Compliance With Labor Code § 3700, Release and Indemnification**

The undersigned, on behalf of and as the duly certified representative of Consultant, certifies as follows:

1. Consultant is 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 Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
  
2. Should Consultant fail to secure Workers' Compensation coverage as required by the State of California, Consultant shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Consultant's successors, heirs and assigns.

CONSULTANT

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



---

## EXHIBIT F

The forms and conditions referenced in this Exhibit F are hereby incorporated into this Contract by reference. Consultant shall review, complete, execute and submit the following forms as applicable for the execution of this Contract and as requested by the City.

1. Forms/documentation required for execution of Contract
  - a. Sample Cost Proposal 1 Forms
  - b. Certification of Indirect Costs and Financial Management Form
  - c. LAPM Exhibit 10-Q: Disclosure of Lobbying Activities
  
2. Forms that may be requested by the City's Public Works Director or his/her authorized representative\*
  - a. Indirect cost rate calculations and documentation
  - b. Copies of prior and current CPA indirect cost rate (ICR) audit reports and rate schedules, if any

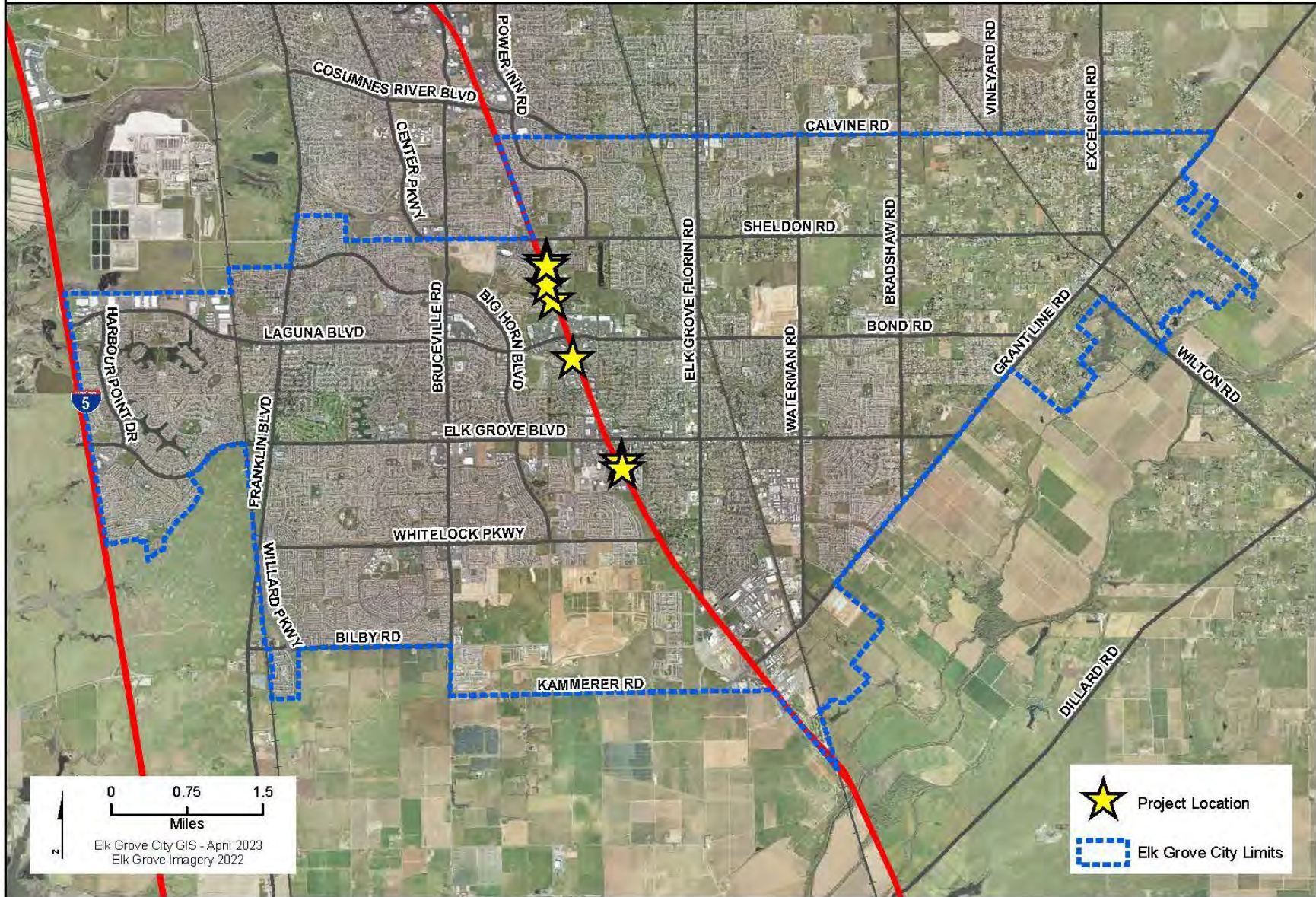
\*Other forms may be required by State and Federal Law or funding requirements and consultant shall be required to complete and execute forms in a timely manner as requested.

**Attachment C: CIP Project Budget Sheets**



# Guardrail Replacement on West and East Stockton Blvd - WTR097

## Project Location Map



Elk Grove City GIS - April 2023  
Elk Grove Imagery 2022



<b>Guardrail Replacement on West and East Stockton Blvd</b>							<b>Project #:</b>	<b>WTR097</b>	
<b>Section 1 Description</b>									
This project will replace guardrail at multiple locations along West and East Stockton Blvd. W. Stockton North and South of Wooded Brook W. Stockton east of Laguna Springs E. Stockton Blvd South of Cantwell Dr (4 Locations) E. Stockton Blvd North of Calle Entrada Way (2 Locations)									
<b>Project Justification</b>									
Addresses guardrail in need of replacement.									
<b>Notes</b>									
-									
<b>Section 2 Impact to Annual Operating Budget</b>									
Incremental to nominal increase in annual maintenance and operating costs.									
<b>Section 3 Estimated Project Costs</b>									
Type of Expenditure	Expenses Prior to FY 22/23	Revised Budget FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Future \$	Total
Preliminary Engineering	-	-	104,910	-	-	-	-	-	<b>104,910</b>
Environmental	-	-	50,000	-	-	-	-	-	<b>50,000</b>
Construction Engineering	-	-	100,000	-	-	-	-	-	<b>100,000</b>
Construction Contract	-	-	794,190	-	-	-	-	-	<b>794,190</b>
									-
<b>Total Capital Costs</b>	-	-	<b>1,049,100</b>	-	-	-	-	-	<b>1,049,100</b>
<b>Section 4 Method(s) of Financing</b>									
Funding Source(s)	Expenses Prior to FY 22/23	Revised Budget FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Future \$	Total
294 Measure A Maintenance	-	-	104,910	-	-	-	-	-	<b>104,910</b>
301 Federal Capital Grants 1	-	-	944,190	-	-	-	-	-	<b>944,190</b>
									-
<b>Total Program Financing</b>	-	-	<b>1,049,100</b>	-	-	-	-	-	<b>1,049,100</b>

**Attachment D: Grant Application Documents**

**APPLICATION FORM FOR LOCAL  
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**Application ID 03-Elk Grove-3

LAPG 9-A (REV 04/2022)

Page 1 of 4

**APPLICATION SUMMARY**

This summary page is filled out automatically once the application is completed.

After the application is finalized, please save this PDF form using the exact "Application ID" (shown below) as the file name.

Application ID 

**Important:** Review and follow the [Application Form Instructions](#) step-by-step as you complete the application. Completing an application without referencing the instructions will likely result in an incomplete application or an application with fatal flaws that will be disqualified from the ranking and selection process.

**Submitted By (Agency)**

Elk Grove

**Application Category**

Funding Set-asides

**Caltrans District**

03

**Application Number**

3

**Out of**

3

**Project Location**

W. Stockton south of Wooded Brook, W. Stockton north of Wooded Brook, W. Stockton east of Laguna Springs, E. Stockton Blvd South of Cantwell Dr, E. Stockton Blvd North of Calle Entrada

**Project Description**

Replace guardrail at the following Roadways:  
W. Stockton North and South of Wooded Brook  
W. Stockton east of Laguna Springs  
E. Stockton Blvd South of Cantwell Dr (4 Locations)  
E. Stockton Blvd North of Calle Entrada Way (2 Locations)

**Total Project Cost**

\$1,049,100

**HSIP Funds Requested**

\$944,190

**Benefit Cost Ratio (BCR)**

**APPLICATION FORM FOR LOCAL  
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**Application ID 03-Elk Grove-3

LAPG 9-A (REV 04/2022)

Page 2 of 4

**Basic Information**Date: Caltrans District: MPO: Agency: County: Total number of applications being submitted by your agency: Application Number (each application must have a unique number):  Check if this application is one of the multiple ones for the same project (please review the form instructions for explanation).**Contact Person Information**Name (Last, First): Position/Title of Contact Person: Email: Telephone: Extension: Address: City: Zip Code: 

(Enter only a 5-digit number)

**Application Category:** **Project Information**Project Title:   
-Be Brief (Limited to 100 Characters)Project Location:   
-Be Brief (Limited to 250 Characters)  
-See [Application Form Instructions](#)Project Description:   
-Be Brief (Limited to 250 Characters)  
-See [Application Form Instructions](#)**Total Project Cost**

\$1,049,100

**HSIP Funds Requested**

\$944,190

**Benefit Cost Ratio (BCR)**

(Required for a BCR application. Skip for Funding Set-Aside application)

**APPLICATION FORM FOR LOCAL  
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**Application ID 03-Elk Grove-3

LAPG 9-A (REV 04/2022)

Page 3 of 4

**1. Project Identification**

Describe how the agency identified the project as one of its top safety priorities. Was a data-driven safety evaluation of their entire roadway network completed? Do the proposed project locations represent some of the agency's highest fatal and injury crash concentrations and types of crashes?

(Limited to 5,000 characters)

Maintenance staff completed an inventory of the guardrails in the City. Using this data, rails were identified that needed to be upgraded, typically due to low height or non-standard end treatments. The City is recommending that the area identified in this application be addressed first.

**2. Prior Attempts to Address the Safety Issues**

List all other projects/countermeasures that have been (or are being) deployed at the location(s) within the last 5 years. Applicants must identify all federal and/or state funds that have been used or approved within the proposed project limits within the last 5 years. Normally HSIP funding cannot be used to construct safety countermeasures at the same locations within 5 years.

(Limited to 5,000 characters)

N/A

**3. Other Comments**

Explain here if this project has any special circumstances or if you have other comments. Enter "NA" if none.

(Limited to 5,000 characters)

N/A

**APPLICATION FORM FOR LOCAL  
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**Application ID 03-Elk Grove-3

LAPG 9-A (REV 04/2022)

Page 4 of 4

**Application Attachments (See [Application Form Instructions](#))**Please attach all files as needed. **Note: files may not be attachable if file is open. Close before attach.**

- |  |
|--|
| 1. Local Roadway Safety Plan (LRSP) Certification <b>(Required for all projects)</b><br>LRSP Certification.pdf                                   |
| 2. Engineer's Checklist <b>(Required for all projects)</b><br>3-Elk Grove-3 EngrCheckList.pdf  |
| 3. Vicinity map/Location map <b>(Required for all projects)</b><br>HSIP (03-ElkGrove-3) Vicinity Map.pdf   |
| 4. Project maps/plans showing existing and proposed conditions <b>(Required for all projects)</b><br>HSIP (03-ElkGrove-3) GuardRail Exhibits.pdf |
| 5. Pictures of Existing Condition <b>(Required for all projects)</b><br>HSIP (03-ElkGrove-3) Current Photos.pdf                                  |
| 6. HSIP Analyzer <b>(Required for all projects)</b><br>HA03-ElkGrove-3.pdf   |
| 7. Collision diagram(s) (Required for a BCR application)   |
| 8. Collision List(s) (Required for a BCR application)  |

**Warrant Studies**

- Check if the project includes new installation of certain traffic control devices (e.g., traffic signals, pedestrian signals, etc.). If yes, Traffic Signal Warrant 4, 5 and/or 7 must be met (CA MUTCD Chapter 4C).

- |  |
|--|
| 9. Warrant Studies (Not required for this project) |
|--|

**Work on the State Highway System**

Does the project include improvements on the State Highway System?

- Yes, and the project will be jointly-funded with Caltrans  
(Must be jointly-funded if the project is for intersection safety improvement involving SHS).  
*A formal Letter of Support from Caltrans District Traffic is required. The letter should include estimates of cost sharing.*
- Yes, but the project will not be jointly-funded with Caltrans.  
*A written correspondence from Caltrans District Traffic is required. The correspondence should indicate that Caltrans does not see issues that would prevent the proposed project from receiving an encroachment permit.*
- No.

- |   |
|---|
| 10. Letter/email of Support from Caltrans (No SHS involved - not required for this project) |
|---|

- |  |
|--|
| 11. Additional narration, documentation, letters of support, etc. (Optional) |
|--|

Phone: 916.683.7111  
Fax: 916.627.4400

[www.elkgrovecity.org](http://www.elkgrovecity.org)

PUBLIC WORKS  
8401 Laguna Palms Way  
Elk Grove, California 95758



## Local Roadway Safety Plan (LRSP) Certification

Date: 09/08/2022  
To: Caltrans Local Assistance

In order to apply for the local Highway Safety Improvement Program (HSIP) funds, an agency must have completed their Local Roadway Safety Plan (LRSP) or an equivalent of the LRSP, such as Systemic Safety Analysis Report (SSAR) or Vision Zero Action Plan. The LRSP or its equivalent must be updated and validated at least every five years. It is strongly recommended that the LRSP (or its equivalent) and its update be approved by the agency's Board or Council.

The City of Elk Grove certifies that it has completed an SSAR, an LRSP equivalent, on July 27, 2020. The SSAR is data driven and facilitates a comprehensive approach to addressing road safety.

You may direct any questions regarding the SSAR to Jeffery R. Werner, P.E. at 916-478-2256 or [jwerner@elkgrovecity.org](mailto:jwerner@elkgrovecity.org).

Signature:  Title: Public Works Director/City Engineer

## HSIP Cycle 11 Application – Engineer’s Checklist (For Set-aside Applications)

This application checklist is to be used by the engineer in “responsible charge” of the preparation of this HSIP application, based on the final application and application attachments as submitted to Caltrans. The engineer’s initials and stamp should not be placed until the application has been finalized.

The purpose of this checklist is to ensure all of the primary elements of the application are included and the application is free of errors. Applications with errors in the supporting data will not be considered in the project selection process.

**Special Considerations for Engineers before signing and stamping this document attesting to the accuracy of the application:** Chapter 7; Article 3; Section 6735 of the Professional Engineer’s Act of the State of California requires engineering calculations or reports be either prepared by or under the responsible charge of a licensed civil engineer. Since the corresponding HSIP application defines the scope of work of a future civil construction project and requires complex engineering principles and calculations which are based on the best data available at the time of the application, the application must be signed and stamped by a licensed civil engineer. By signing and stamping this document, the engineer is attesting to this application’s technical information and engineering data upon which local agency’s recommendations, conclusions, and decisions are made. This action is governed by the Professional Engineer’s Act and the corresponding Code of Professional Conduct, under Sections 6775 and 6735.

**1. Vicinity map /Location map**

- a. The project limits must be clearly depicted in relation to the overall agency boundary

Engineer’s Initials: CC

**2. Project layout-plan** showing existing and proposed conditions must:

- a. Be to a scale which allows the visual verification of the overall project limits
- b. Show the full scope of the proposed project, including any non-safety construction items

Engineer’s Initials: CC

**3. Scope of Work:**

- a. The scope of work must be consistent with the type of the funding set-aside that the application targets at

Engineer’s Initials: CC

**4. Detailed Engineer’s Estimate and Project Cost Estimate (HSIP Analyzer – Sections II & III)**

- a. All likely construction costs associated with the project are identified and included in Section II (Construction Cost Estimate and Cost Breakdown)
- b. Each of the main project elements are broken out into separate construction items. The costs for the construction items are based on calculated quantities and appropriate corresponding unit costs
- c. For each non-general construction item, “Set-aside”, Other Safety” and “Non-Safety” components must be properly identified and accounted for
- d. The Total Construction Cost in Section II must match the “Construction Items – Total Cost” in Section III (Project Cost Estimate) (automatic in the HSIP Analyzer)
- e. The project costs of all phases must be properly accounted for in Section III

Engineer’s Initials: CC

**5. Additional narration, documentation, letters of support:**

- a. The answers to the “Narrative Questions” in the application form are consistent with and support the engineering logic

Engineer’s Initials: CC



### Signature and Stamp Page

**Licensed Engineer:**

**Engineer's Stamp:**

Name: Christina Castro

Title: Capital Program Division Manager

Engineer License Number: C76453

Signature: 

Date: 9/8/2022

Email: ccastro@elkgrovecity.org

Phone: 916-627-3339



To ensure the application's quality and the agency's commitment to deliver the safety project in an expedited manner, the application must be signed by the Agency's Transportation/Traffic Engineering Manager.

**By signing this application, the manager is attesting to:**

- 1. All data in the application is accurate and represents the total scope of the planned project;
- 2. The agency understands the Project Delivery Requirements for the HSIP Program and is prepared to deliver the project per these requirements; and
- 3. The agency understands if Caltrans staff determine that any of the above requirements are not met, or data is inaccurate, or the application fails to meet the program guidelines and application instructions, the application will be rejected and will not be eligible to receive HSIP funding. Due to time constraints in the evaluation process, applicants will not be notified until after the selection process is complete. Refer to the Application Instructions for more information.

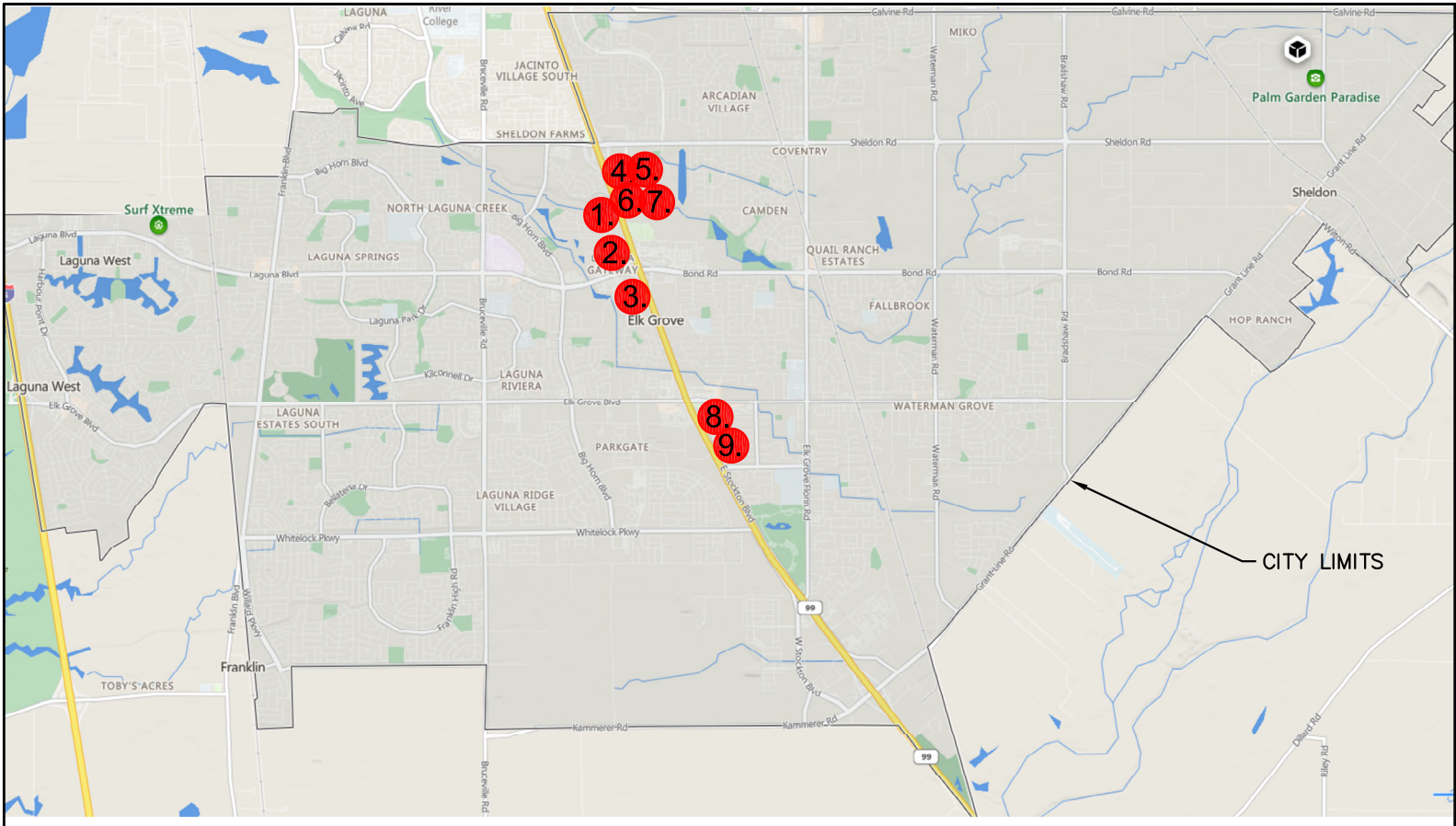
**Transportation Manager:**

Name: Jeffery R. Werner, PE

Title: Public Works Director/City Engineer

Signature: 

Date: 9/8/2022



## LOCATION INDEX

1. WEST STOCKTON BLVD SOUTH OF WOODED BROOK DR
2. WEST STOCKTON BLVD NORTH OF WOODED BROOK DR
3. WEST STOCKTON BLVD EAST OF LAGUNA SPRINGS DR
4. WEST SIDE OF EAST STOCKTON 680' SOUTH OF CANTWELL DR
5. EAST SIDE OF EAST STOCKTON 680' SOUTH OF CANTWELL DR
6. WEST SIDE OF EAST STOCKTON 860' SOUTH OF CANTWELL DR
7. EAST SIDE OF EAST STOCKTON 860' SOUTH OF CANTWELL DR
8. EAST STOCKTON 1117' NORTH OF CALLE ENTRADA
9. EAST STOCKTON BLVD 675' NORTH OF CALLE ENTRADA



CITY OF ELK GROVE  
PUBLIC WORKS DEPARTMENT  
8401 LAGUNA PALMS WAY  
ELK GROVE, CALIFORNIA 95758



**HSIP (03-ELKGROVE-3)  
GUARDRAIL VICINITY MAP**

**SHEET  
1  
OF  
6**

DATE: 09/02/2022  
DRAWN BY: JL  
CHECKED BY: JG



NOT TO SCALE

DATE: 09/02/2022  
DRAWN BY: JL  
CHECKED BY: JG

SHEET  
2  
OF  
6

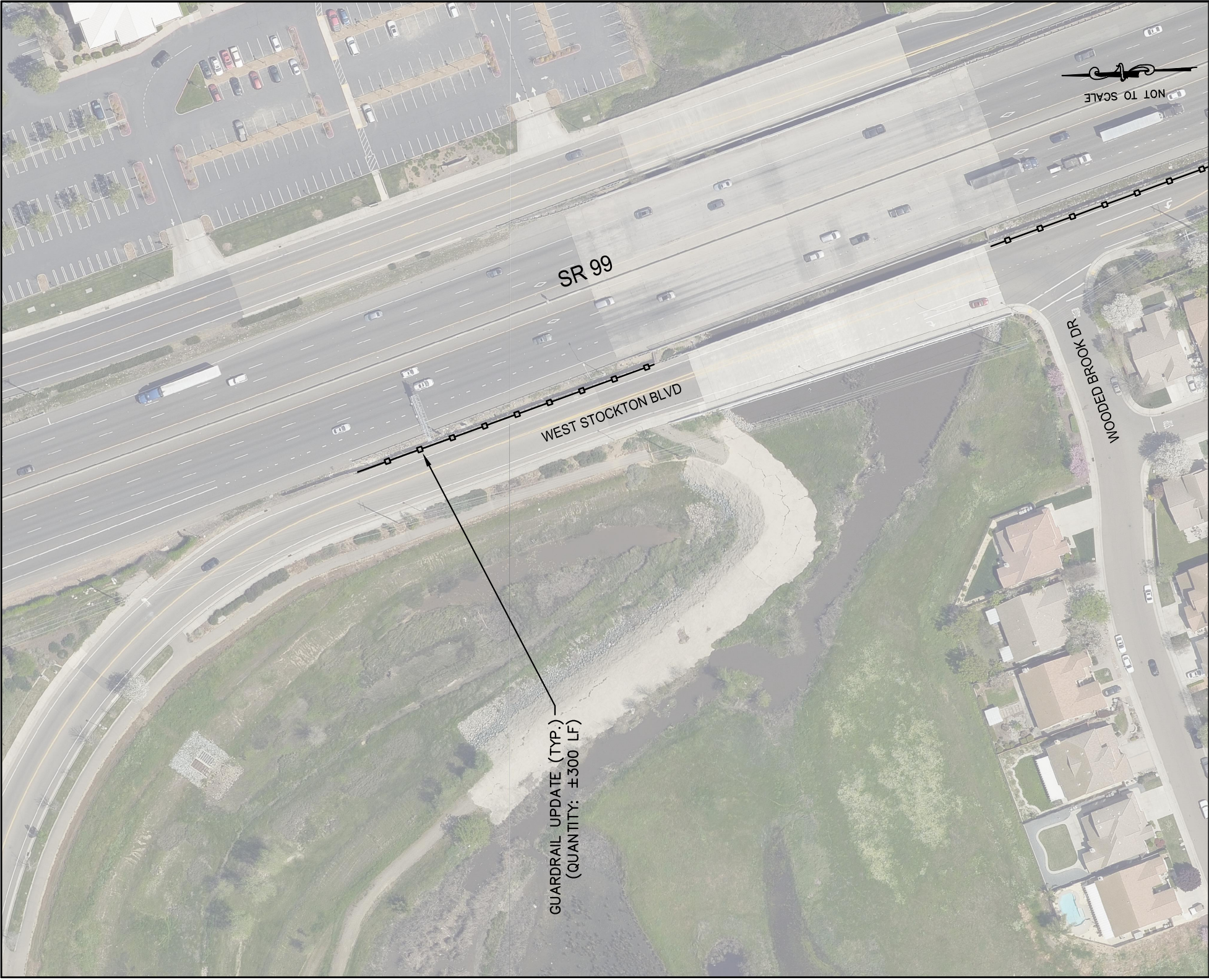
HSP (03-ELKGROVE-3)  
WEST STOCKTON BLVD SOUTH OF WOODED BROOK DR  
GUARDRAIL EXHIBIT

GUARDRAIL UPDATE (TYP.)  
(QUANTITY: ±635 LF)



CITY OF ELK GROVE  
PUBLIC WORKS DEPARTMENT  
8401 LAGUNA PALMS WAY  
ELK GROVE, CALIFORNIA 95758





NOT TO SCALE

SR 99

WEST STOCKTON BLVD

WOODED BROOK DR

GUARDRAIL UPDATE (TYP.)  
(QUANTITY: ±300 LF)

DATE: 09/02/2022  
DRAWN BY: JL  
CHECKED BY: JG

SHEET  
3  
OF  
6

HSIP (03-ELKGROVE-3)  
WEST STOCKTON BLVD NORTH OF WOODED BROOK DR  
GUARDRAIL EXHIBIT



CITY OF ELK GROVE  
PUBLIC WORKS DEPARTMENT  
8401 LAGUNA PALMS WAY  
ELK GROVE, CALIFORNIA 95758





NOT TO SCALE

SR 99

LAGUNA SPRINGS WAY

ELK GROVE CITY HALL

WEST STOCKTON BLVD

LAGUNA SPRINGS DR

GUARDRAIL UPDATE (TYP.)  
(QUANTITY: ±65 LF)

DATE: 09/02/2022  
DRAWN BY: JL  
CHECKED BY: JG

SHEET  
4 OF 6

HSIP (03-ELKGROVE-3)  
WEST STOCKTON BLVD EAST OF LAGUNA SPRINGS DR  
GUARDRAIL EXHIBIT



CITY OF ELK GROVE  
PUBLIC WORKS DEPARTMENT  
8401 LAGUNA PALMS WAY  
ELK GROVE, CALIFORNIA 95758





CANTWELL DR

EAST STOCKTON BLVD

NB SR99 OFF RAMP

SR 99

GUARDRAIL UPDATE (TYP.)  
(QUANTITY: #60 LF)

GUARDRAIL UPDATE (TYP.)  
(QUANTITY: #61 LF)

GUARDRAIL UPDATE (TYP.)  
(QUANTITY: #65 LF)

GUARDRAIL UPDATE (TYP.)  
(QUANTITY: #65 LF)



DATE: 09/02/2022  
DRAWN BY: JL  
CHECKED BY: JG

SHEET 5 OF 6

HSIP (03-ELK GROVE-3)  
EAST STOCKTON BLVD SOUTH OF CANTWELL DR  
GUARDRAIL EXHIBIT



CITY OF ELK GROVE  
PUBLIC WORKS DEPARTMENT  
8401 LAGUNA PALMS WAY  
ELK GROVE, CALIFORNIA 95758





DATE: 09/02/2022  
DRAWN BY: JL  
CHECKED BY: JG

SHEET  
6  
OF  
6

HSIP (03-ELK GROVE-3)  
EAST STOCKTON BLVD NORTH OF CALLE ENTRADA  
GUARDRAIL EXHIBIT



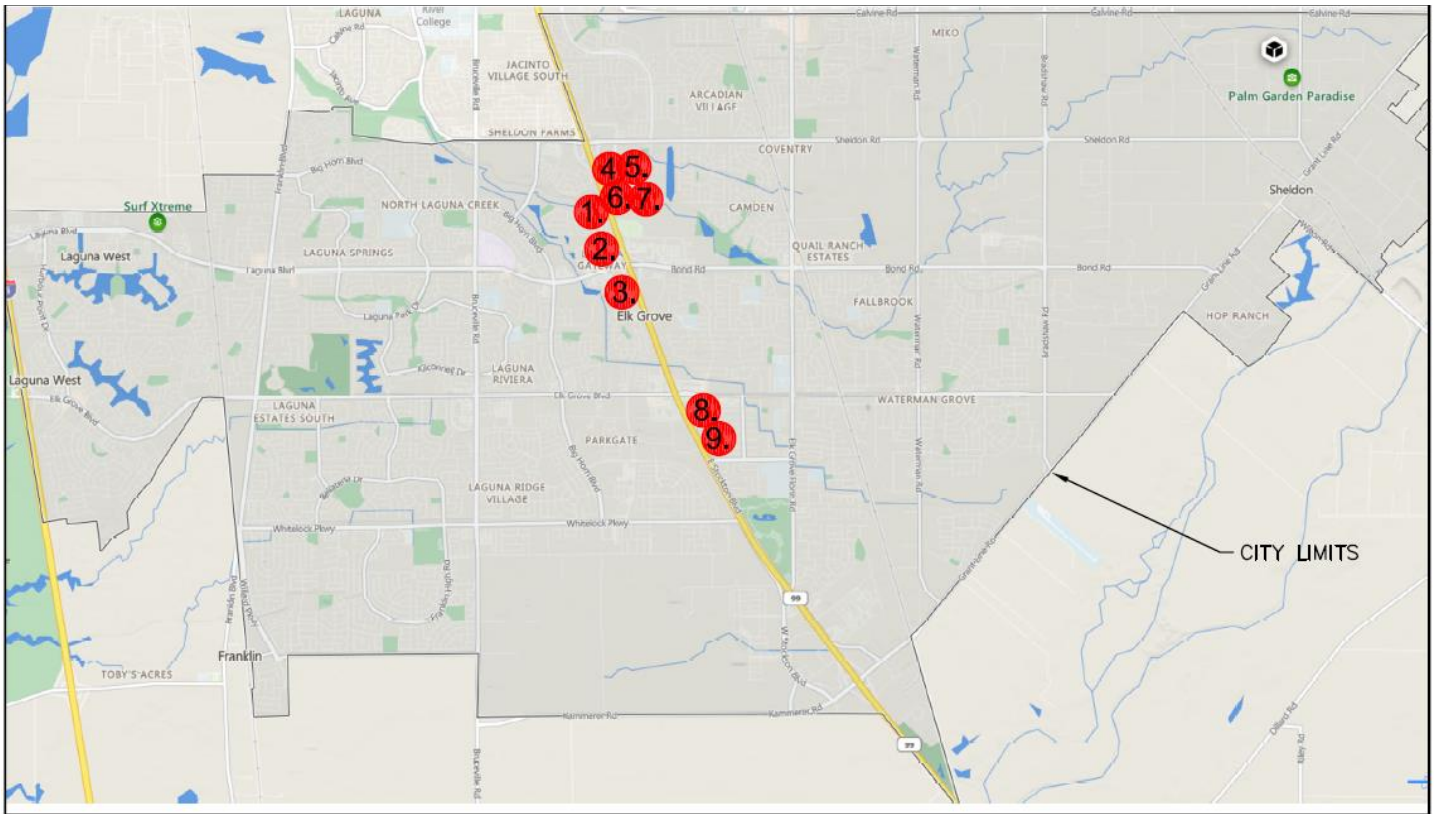
CITY OF ELK GROVE  
PUBLIC WORKS DEPARTMENT  
8401 LAGUNA PALMS WAY  
ELK GROVE, CALIFORNIA 95758



# HSIP Cycle 11 (03-ElkGrove-3) Existing Guardrail

## Photos

## Vicinity Map



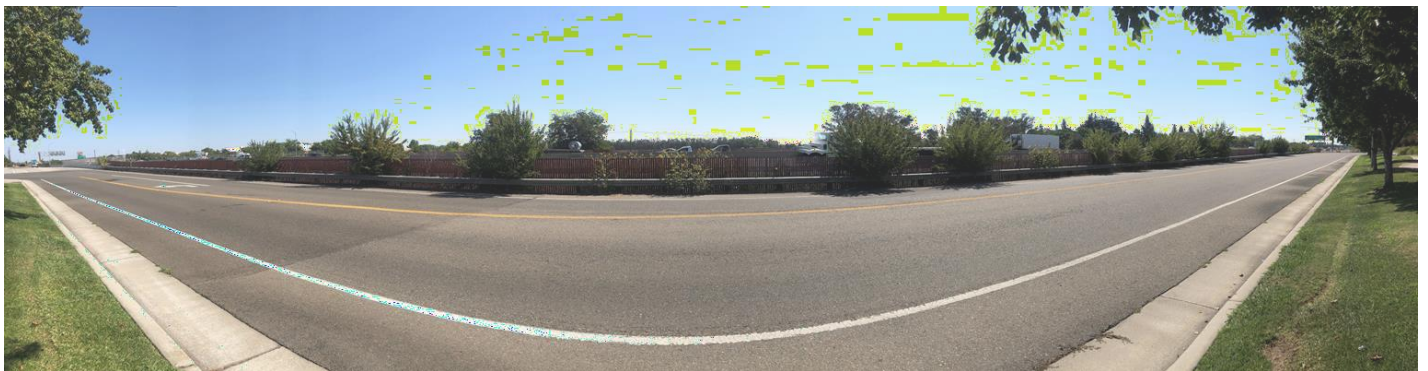


# 1. Location: West Stockton Blvd South of Wooded Brook Dr

## South Bound View



## Middle View



## North Bound View



## 2. Location: West Stockton Blvd North of Wooded Brook Dr

South Bound View



Middle View

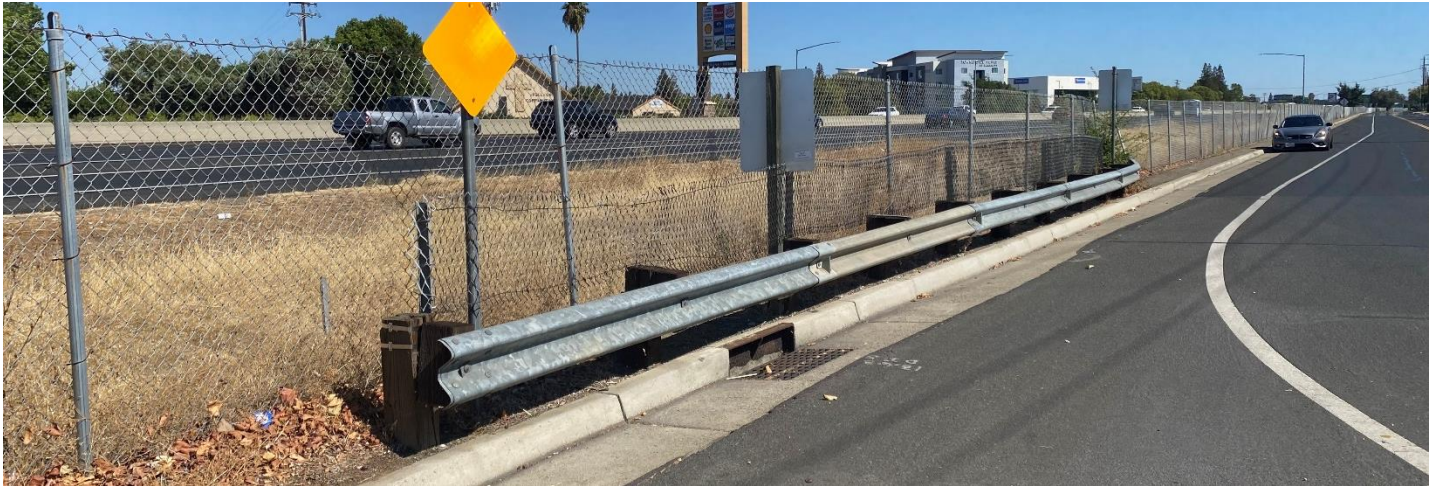


North Bound View



### 3. Location: West Stockton Blvd East of Laguna Springs Dr

South Bound View



Middle View



North Bound View



**4.Location: West side of East Stockton Blvd 680' South of Cantwell Dr**

South Bound View



Middle View



North Bound View



**5.Location: East side of East Stockton Blvd 680' South of Cantwell Dr**

South Bound View



Middle View



North Bound View

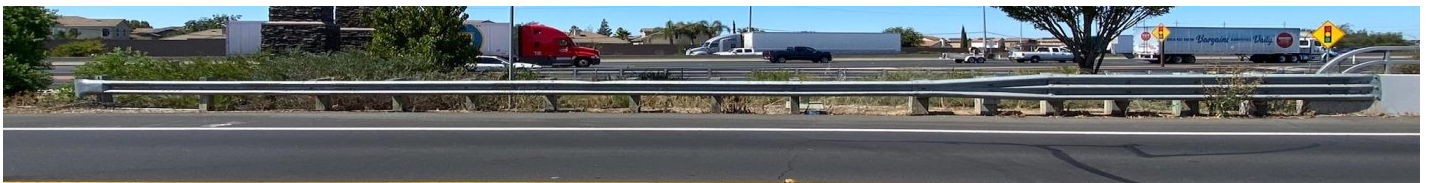


**6.Location: East side of East Stockton Blvd 860' South of Cantwell Dr**

South Bound View



Middle View



North Bound View

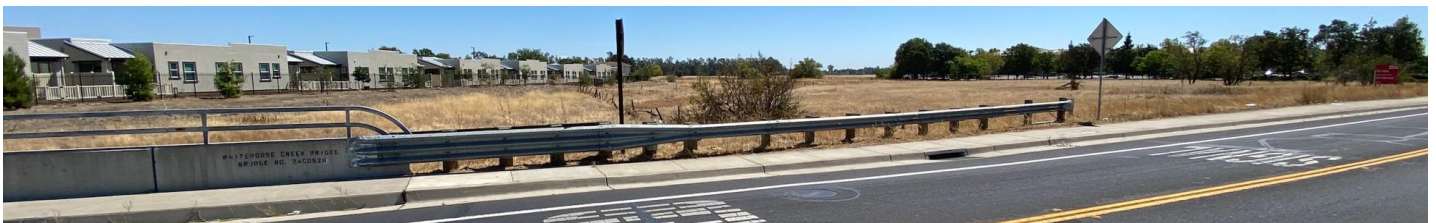


**7.Location: West side of East Stockton Blvd 860' South of Cantwell Dr**

South Bound View



Middle View

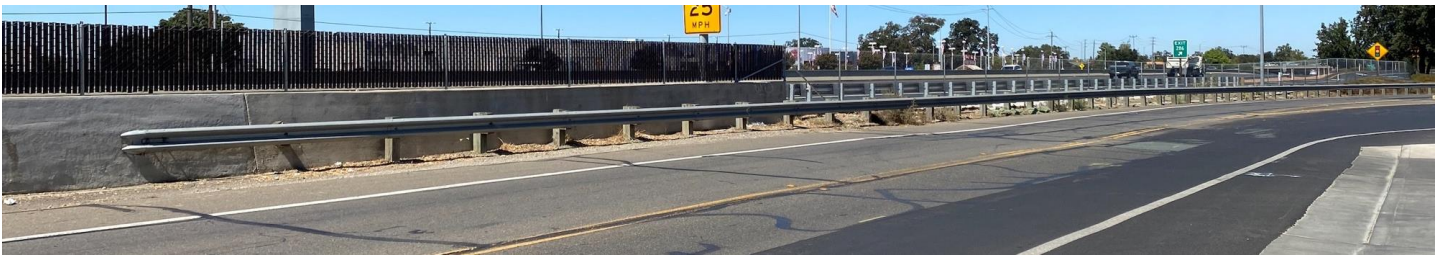


North Bound View



## 8.Location: East Stockton Blvd 1117' North of Calle Entrada

South Bound View



Middle View



North Bound View





## 9.Location: East Stockton Blvd 675' North of Calle Entrada

South Bound View



Middle View



North Bound View



# HSIP ANALYZER (for Set-aside Applications)

## Project Information and Cost Estimate for Highway Safety Improvement Program (HSIP) Set-aside Applications

**Important:** Review and follow the step-by-step instructions in the HSIP Analyzer Manual. Completing the HSIP Analyzer without referencing to the manual may result in an application with fatal flaws that will be disqualified from the ranking and selection process.

All fields must be filled in except the gray fields which are calculated and read-only. If any error messages appear, fix the errors prior to proceeding to the next steps.

Save this file using "HA" +Application ID as the file name (e.g. "HA03-Sacramento-01.pdf"). Attach the completed HSIP Analyzer to the last page of the HSIP Application Form.

### Section I: General Information

#### 1. Application ID, Project Location and Project Description (copy from the HSIP Application Form):

Application ID:

03-ELK GROVE- 3

Project Location:  
(limited to 250 characters)

W. Stockton south of Wooded Brook, W. Stockton north of Wooded Brook, W. Stockton east of Laguna Springs, E. Stockton south of Cantwell Dr, E. Stockton North of Calle Entrada

Project Description:  
(limited to 250 characters)

Guardrail replacement on the following locations:  
W. Stockton south of Wooded Brook, W. Stockton north of Wooded Brook, W. Stockton east of Laguna Springs, E. Stockton south of Cantwell Dr, E. Stockton North of Calle Entrada

#### 2. Which funding set-aside is this application for? (check one):

Guardrail Upgrades

Pedestrian Crossing Enhancements

Installing Edgelines

Bike Safety Improvements

Set-aside for Tribes

Provide the number of intersections and the length of roadways included in the project (enter 0 if not applicable):

Number of Signalized Intersections:

0

Number of Non-signalized Intersections:

0

Miles of Roadways\*:

1

\* Do not include the length of the intersections that have been accounted for in the number of intersections above.

### 3. Other Project information

Functional Classification (FC):

For California Road System (CRS) maps to check the FC, click [here](#).

Urban / Rural Area:

What is the approximate total cost percentage that is HR3 eligible?

Annual Average Daily Traffic (see instructions):

AADT (Major Road)

AADT (Minor Road)

Year of AADT

Posted Speed Limit (mph):

Which of the California's Strategic Highway Safety Plan (SHSP) Challenge Areas does the project address primarily? Multiple Challenge Areas may be checked. For example, if this project is for pedestrian safety at intersections, both "Intersections" and "Pedestrians" should be checked. For more information on the SHSP and its Challenge Areas, click [here](#).

- Intersections
  Lane Departures
  Pedestrians
  Bicyclists  
 Emergency Response
  Emerging Technologies
  Work Zones
  Speed Management/ Aggressive Driving

How were the safety needs and potential countermeasures for this project first identified?

California established Systemic Safety Analysis Report Program (SSARP) in 2016 and Local Roadway Safety Plan (LRSP) Program in 2019. Was this project identified through the SSARP or LRSP?

Is the project focused primarily on "spot location(s)" or "systemic" improvements?

If it is systemic, the primary type of the "systemic" improvements is:

What is the primary mode of travel intended to be benefited by this project?

Approximate percentage of project cost going to improvements related to **motorized** travel

#### 4. Project schedule

The local agency is expected to deliver the project per [the HSIP Program Delivery requirements](#). Assuming the HSIP Cycle 11 projects selected for funding will be programmed by January 1, 2023, please enter your best estimated dates for the following implementation milestones. Leave blank if not applicable.

Will this project use HSIP funds for Preliminary Engineering (PE) Phase?

Will an external consultant be hired to do the PE work?

**Delivery Milestones to be met: PE Authorization by 9/30/2023; CON Authorization by 6/30/2026.**

**PE Authorization Date:**

Environmental Clearance Date:

Right of Way Clearance Date:

Final PS&E Date:

**CON Authorization Date:**

Construction Contract Award Date:

Construction Completion Date:

**Project Close-Out Date:**

## Section II. Construction Cost Estimate and Cost Breakdown

The purpose of this section is to:

- Provide detailed engineer's estimate (for construction items only). The costs for other phases (PE, ROW, and CE) will be included in Section III. And
- Separate the cost percentages for 'Set-aside (SA)', 'Other Safety(OS)' and 'Non-Safety(NS)' components and determine the project's maximum Funding Reimbursement Ratio (FRR).

### II.1. Detailed Engineer's Estimate for Construction Items:

#### Cost breakdown:

For each item, enter cost percentages for "Set-aside (SA)" and "Other safety (OS)" components respectively (e.g. enter 10 for 10%). The percentage for "Non-safety (NS)" component is calculated. If a line is for a general item (such as traffic control, mobilization, etc.), check the "General item" box. A general item will not be used in determining the project's overall percentages of set-aside, other safety and non-safety costs.

Construction items							General item?*	Set-aside (SA)	Other Safety (OS)	Non-Safety (NS)
No.	Item Description	Unit	Quantity	Unit Cost	Total	Click center to check	%	%	%	
+ -	1	Mobilization	LS	1	\$ 40,000.00	\$ 40,000	<input checked="" type="checkbox"/>	0 %	0 %	100%
+ -	2	Traffic Control System	LS	1	\$ 40,000.00	\$ 40,000	<input checked="" type="checkbox"/>	0 %	0 %	100%
+ -	3	Prepare Water Pollution Control Plan & Implementation	LS	1	\$ 4,000.00	\$ 4,000	<input checked="" type="checkbox"/>	0 %	0 %	100%
+ -	4	Clearing and Grubbing	LS	1	\$ 6,000.00	\$ 6,000	<input type="checkbox"/>	100 %	%	0%
+ -	5	Remove Existing Guardrail	LF	1,832	\$ 18.00	\$ 32,976	<input type="checkbox"/>	100 %	%	0%
+ -	6	Vegetation Control at Guardrail	SY	250	\$ 58.00	\$ 14,500	<input type="checkbox"/>	100 %	%	0%
+ -	7	Install Guardrail	LF	1,832	\$ 92.00	\$ 168,544	<input type="checkbox"/>	100 %	%	0%
+ -	8	Install end Treatments	EA	18	\$ 18,000.00	\$ 324,000	<input type="checkbox"/>	100 %	%	0%
Weighted Average (%)							100%			
Total (\$)						\$630,020				

Contingencies, as % of the above "Total" of the construction items (e.g. enter 10 for 10%):

20%	\$126,004
-----	-----------

\$756,100
-----------

Total Construction Cost (Con Items & Contingencies)  
(Rounded up to the nearest hundreds):

### II.2 Project's Maximum Funding Reimbursement Ratio

Project's Maximum Funding Reimbursement Ratio: 90.0%

Calculated as the smaller of 90% and (100%-the non-safety cost percentage). This is the maximum value allowed to be entered in "HSIP/ Total(%)" column in Section III (Project Cost Estimate).

## Section III. Project Cost Estimate

All project costs, for all phases and by all funding sources, must be accounted for on this form.

- i. "**Total Cost**": Round all costs up to the nearest hundred dollars.
- ii. "**HSIP/Total (%)**": The maximum allowed is the project's Funding Reimbursement Ratio (FRR) as determined in Section II. Click the button to assign the maximum to all, OR enter if not the maximum.
- iii. "**HSIP Funds**" and "**Local/Other Funds**" are calculated.

Pay attention to the interactive warning/error messages below the table. The messages, if any, must be fixed, or exceptions should be justified in narrative question No. 3 in the HSIP Application Form.

Project's maximum Funding Reimbursement Ratio (FRR)  
(from Section II, rounded up to integer)

90 %

To set all "HSIP/Total (%)" in the below table  
to the above maximum FRR, click "Set":

Set

Description	Total Cost	HISP/Total (%)	HSIP Funds	Local/Other Funds
<b>Preliminary Engineering (PE) Phase</b>				
Environmental	\$8,000	90 %	\$7,200	\$800
PS&E	\$180,000	90 %	\$162,000	\$18,000
<b>Subtotal - PE</b>	<b>\$188,000</b>	<b>90 %</b>	<b>\$169,200</b>	<b>\$18,800</b>
<b>Right of Way (ROW) Phase</b>				
Right of Way Engineering	\$0	90 %	\$0	\$0
Appraisals, Acquisitions & Utilities	\$0	90 %	\$0	\$0
<b>Subtotal - Right of Way (ROW)</b>	<b>\$0</b>	<b>%</b>	<b>\$0</b>	<b>\$0</b>
<b>Construction (CON) Phase</b>				
Construction Engineering (CE)	\$105,000	90 %	\$94,500	\$10,500
Construction Items	\$756,100 (Read only - from Section I)	90 %	\$680,490	\$75,610
<b>Subtotal - Construction</b>	<b>\$861,100</b>	<b>90 %</b>	<b>\$774,990</b>	<b>\$86,110</b>
<b>PROJECT TOTAL</b>	<b>\$1,049,100</b>	<b>90 %</b>	<b>\$944,190</b>	<b>\$104,910</b>

Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).

### Interactive Warning/Error Messages:

If there are any messages in the below box, please fix OR explain justification for exceptions in narrative question No.3 in the HSIP application form.

## Section IV: Summary

This section is generated automatically once the data entry and calculation have been completed. Transfer the "Total Project Cost" and the "HSIP Funds Requested" to Page 2 of the HSIP Application Form.

**Total Project Cost, HSIP Funds Requested and Maximum Funding Reimbursement Ratio:**

Total Project Cost:	\$1,049,100
HSIP Funds Requested:	\$944,190
Max Funding Reimbursement Ratio:	90%

**Attachment E: Sample QC Documentation**



## PS&E QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) COVER SHEET

- Attached completed "Response To Comments" Form
- Attached completed PS&E Submittal Checklist Form
- Attached completed PS&E Cross Check Form
- Pay Limits
  - Pay limits are clearly shown on the plans and/or specifications
- Attached Environmental Commitments Record (ECR) Form.
- Project Coordination (as applicable) with:
  - EGUSD
  - Utilities (water, sewer, etc.)
  - City Department – O&M
  - City Department – Planning
  - City Department – Building
  - CSD
- Advertise/Bid/Award Project Schedule includes:
  - City Reviews:
    - 2-weeks or
    - 3-weeks for complex projects; or
    - 1-week for Construction Cost <\$500k or WAC, or WPR annual projects
  - Advertise Schedule:
    - 7-weeks from 100% Complete to Advertise (or 8-weeks for complex projects)
  - Bid Opening Schedule:
    - Any Bid Opening that is scheduled after the 2nd Council Meeting in any given month **MUST** occur at 10 am in lieu of 2 pm
  - Advertise/Bid/Award Schedule: 5-months
- Approved Design Exceptions
- Attached completed Caltrans Plans Preparation Manual (PPM) Checklists – Done at 95% Sub.
- There are sufficient construction details on the plans for items not covered by Standard Plans.
- Utilities conform to the Caltrans Policy on High & Low Priority Facilities
  - High and low priority facilities are properly identified in plan and elevation.
  - Utilities shown (plan view and depth where necessary) and owners identified.
- There are sufficient summaries of quantities; and similar specialty items are grouped accordingly.
- Survey references and datum shown on the Plans.
- Applicable Standard Plans identified.
- Work shown on plans are complete, biddable and buildable.
- All work covered by either Bid Items or Agency furnished.
- All agency furnished materials listed in special provisions.
- Standard contract items are used from Caltrans BEES Coded Contract Item List.
- Standard units of measure are used.
- Quantity calculations and unit prices independently checked and verified by originator.
  - Originator and checker have signed and dated quantity calculations.
- Quantities summarized on appropriate quantity summary sheet on the plans (if applicable).
- Estimated quantities are appropriately rounded to agree with quantities on plans
- Reviewed the approved Task Order to verify deliverables



## PS&E Submittal Checklist

### **35% P&E SUBMITTAL**

- 35% Plans (as applicable)**
  - Horizontal and Vertical Datums shown
  - Title Sheet
  - Legend, Abbreviations and Details
  - Typical Sections
  - Demolition Plan
  - Plan, Profile and Superelevation
- 35% Engineer's Estimate**
  - Independently Checked (item name, quantities, unit of measurement, unit prices, and contingency)
- Utility Coordination**
  - "A" Letters have been sent to utility owners and their utilities are shown on the plans
- Basis of Design Memorandum completed**

### **65% P&E SUBMITTAL**

- 35% Responses to Comments completed and comments incorporated into the 65% P&E**
- Received comments or responses from all parties solicited for comments.**
- 65% Plans (as applicable)**
  - Horizontal and Vertical Datums shown
  - Title Sheet
  - Legend, Abbreviations and Details
  - Project Control
  - Typical Sections
  - Demolition Plan
  - Plan, Profile and Superelevation
  - Construction Details
  - Contour Grading
  - Erosion Control Plans, Details and Quantities
  - Drainage Plans, Profiles, Details and Quantities
  - Utility Plans, Profiles, Details and Quantities
  - Construction Area Signs
  - Stage Construction & Traffic Handling Plans, Details and Quantities
  - Detour Plans

- Signing and Striping Plans, Details and Quantities**
  - To enhance safety, for projects involving striping conforms/tie-ins, consider extending the striping an additional 50' or 100' outside the paving/striping limits to ensure any existing striping that might have been damaged gets replaced.
- Summary of Quantities**
- Landscaping & Irrigation Plans, Details and Quantities**
- Electrical Plans**
- Structure Plans**

### **65% Engineer's Estimate**

- Independently Checked (item name, quantities, unit of measurement, unit prices, and contingency)**
- Utility Coordination**
  - Potholed all known underground utilities to verify conflicts with proposed improvements
  - Pothole information is shown on the plans
  - "B" Letters have been sent to utility owners
  - Reviewed as-builts for identifying existing irrigation, signal interconnect cables, etc. and show them on the plans
- O&M Coordination**
  - Submitted plans to O&M for review

### **95% PS&E SUBMITTAL**

- 65% Response to Comments completed and comments incorporated into the 95% PS&E**
- Received comments or responses from all parties solicited for comments.**
- 95% Plans (as applicable)**
  - Horizontal and Vertical Datums shown
  - Title Sheet
  - Legend, Abbreviations and Details
  - Project Control
  - Typical Sections
  - Demolition Plan
  - Plan, Profile and Superelevation
  - Construction Details
  - Contour Grading
  - Erosion Control Plans, Details and Quantities
  - Drainage Plans, Profiles, Details and Quantities
  - Utility Plans, Profiles, Details and Quantities
  - Construction Area Signs

## PS&E Submittal Checklist

- Stage Construction & Traffic Handling Plans, Details and Quantities
- Detour Plans
- Signing and Striping Plans, Details and Quantities
- Summary of Quantities
- Landscaping & Irrigation Plans, Details and Quantities
- Electrical Plans
- Structure Plans
  
- 95% Engineer's Estimate**
  - Independently Checked (item name, quantities, unit of measurement, unit prices, and contingency)
  
- 95% Draft Technical Specifications**
  - Order of the technical specifications follows the City of Elk Grove Standard Construction Specifications (*City Standard Specs are located at [http://www.elkgrovecity.org/city\\_hall/departments\\_divisions/public\\_works/standards\\_plans\\_and\\_specs](http://www.elkgrovecity.org/city_hall/departments_divisions/public_works/standards_plans_and_specs)*)
  - Included the "Pre-boilerplate Information for the 95% Technical Specifications" to the 95% Technical Specifications between the "Table of Contents" just before Section 1 of the specifications (*located at O:\3 CAPITAL PROJECTS\2 General\QA QC\01\_Forms*)
  - Working Days (WD) reviewed or developed by ESD Construction Management staff
  - If 90 WDs or more and electrical equipment (street lights, signal poles, electrical cabinets, etc.) is a bid item, include language in Order of Work per:  
*O:\3 CAPITAL PROJECTS\2 General\QA QC\01\_Forms/ Order of Work - Electrical Equipment.doc*
  - If less than 90 WDs and electrical equipment (street lights, signal poles, electrical cabinets, etc.) is a bid item, include in Order of Work two Order of Work clauses - for ordering equipment and to start on-site construction per:  
*O:\3 CAPITAL PROJECTS\2 General\QA QC\01\_Forms/ Order of Work - Electrical Equipment.doc*
  
- Utility Coordination (if not done at 65%)**
  - Potholed all known underground utilities to verify conflicts with proposed improvements
  
- Reviewed as-builts for identifying existing irrigation, signal interconnect cables, etc. and show them on the plans
- O&M Coordination**
  - Submitted plans to O&M for review
  
- 100% PS&E SUBMITTAL**
  - 95% Response to Comments completed and comments incorporated into the 100% PS&E**
  - Received comments or responses from all parties solicited for comments.**
  - Environment Commitments Record (ECR) completed, if applicable.** (*ECR Template: [O:\3 CAPITAL PROJECTS\2 General\QA QC\01\\_Forms\PS&E ECR Form.xlsx](#)*)
  - 100% Plans (as applicable)**
    - Horizontal and Vertical Datums shown
    - Title Sheet
    - Legend, Abbreviations and Details
    - Project Control
    - Typical Sections
    - Demolition Plan
    - Plan, Profile and Superelevation
    - Construction Details
    - Contour Grading
    - Erosion Control Plans, Details and Quantities
    - Drainage Plans, Profiles, Details and Quantities
    - Utility Plans, Profiles, Details and Quantities
    - Construction Area Signs
    - Stage Construction & Traffic Handling Plans, Details and Quantities
    - Detour Plans
    - Signing and Striping Plans, Details and Quantities
    - Summary of Quantities
    - Landscaping & Irrigation Plans, Details and Quantities
    - Electrical Plans
    - Structure Plans
  - 100% Engineer's Estimate**
    - Independently Checked (item name, quantities, unit of measurement, unit prices, and contingency)



## PSE Cross Check Form

Project No.:  
 Submittal:  
 Project Engineer:  
 QC Reviewer:  
 Date:

**Additional Instructions:**

- \* QC Reviewer reviews the Environmental Document, Geotech Report(s), Hydraulics/Drainage Report, etc. and identifies any requirements not provided in the PS&E.
- \* Project Manager is the confirm that all comments and responses have been addressed

Project Engineer/Designer completes this section before submitting to the QC Reviewer				QC Reviewer completes this section					Designer completes this section after QC Reviewer is done		QC Reviewer complies with the response?
QC Reviewer prepares an independent bid item list from his/her review of the plans to confirm.											
Item No.	Plans	Document	Bid Item	Unit	Specification Section	Is there a Pay Clause?	Bid Item Name on the Plans match Specs and Estimate?	Bid Item Unit matches plans, specifications, and estimate?	Comments	Type	Response
<b>DESIGNER LISTS ALL BID ITEMS. QC REVIEWER TO INDEPENDENTLY CONFIRM.</b>											
1											
2											
3											
4											
5											
<b>QC REVIEWER LISTS ITEMS TO BE ADDED TO THE BID ITEMS THAT ARE MISSING</b>											
6											
7											
<b>DESIGNER LISTS ALL FULL COMP'S ITEMS. QC REVIEWER TO CONFIRM INDEPENDENTLY.</b>											
8											
9											

TYPE: F – MUST BE REVISED.  
 S – NEEDS TO BE ADDRESSED  
 C – COORDINATION PROBLEM, DISCIPLINES NEED TO TALK.  
 N – NOTE TO DESIGNER, ITEM, NOT SERIOUS, BUT COULD RESULT IN A BETTER PRODUCT.

ALL REVIEW COMMENTS HAVE BEEN ADEQUATELY ADDRESSED

PROJECT ENGINEER / DESIGNER \_\_\_\_\_ DATE \_\_\_\_\_

QC REVIEWER \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

*last revised 01/31/18*

Date:  
Project Manager:

ENVIRONMENTAL COMMITMENTS RECORD  
(ECR)  
Page 1 of 2

Project No:  
Project Description

The purpose of the Environmental Commitments Record (ECR) is to ensure that the City of Elk Grove meets its environmental commitments for the project by: (1) Identifying each environmental commitment and PLACs (Permits, Licences, Agreements, and Certifications) made for the project; (2) Specifying how each commitment will be met; (3) Specifying when each commitment will be met; and (4) Documenting the completion of each commitment. Please ensure that a copy of the completed ECR is placed in the RE File.

	Description	Document/ Reference	Page	Responsible Party	Action(s) Taken to Comply					City Certification of Completion	
					Plans	Specs	Estimate	Timing/Phase	Remarks	Initial	Date
PERMITS											
LICENCES											
AGREEMENTS											
CERTIFICATIONS											



Date:  
Project Manager:

ENVIRONMENTAL COMMITMENTS RECORD  
(ECR)  
Page 2 of 2

Project No:  
Project Description

	Description	Document/ Reference	Page	Responsible Party	Action(s) Taken to Comply					City Certification of Completion	
					Plans	Specs	Estimate	Timing/Phase	Remarks	Initial	Date
ENVIRONMENTAL COMMITMENTS											
MITIGATION MEASURES											



# PRE-BOILERPLATE INFORMATION FOR THE 95% DRAFT TECHNICAL SPECIFICATIONS

The following shall be added on a separate sheet to the “95% Draft Technical Specifications” between the “Table of Contents” just before Section 1 of the specifications:

This form provides information to be used by City staff/  
other consultants to create bid documents for project

## **Project Information that will be incorporated in the Boilerplate Specifications:**

### **Brief Project Description**

*[Add a brief project description]*

Sample:

The project includes the reconstruction of Kent Street and Dino Drive (both located off of Waterman Road), and pavement rehabilitation at the intersection of Big Horn Blvd and Bruceville Road.

### **Bid Schedule**

Please see the Construction Estimate included with this 95% Submittal

**Does the Engineer’s Estimate exceed \$500,000? If so, it is subject to pre-qualification requirements.**

*[If yes, state the EE dollar amount and state “Pre-Qualification will be needed.” If no, state the EE dollar amount and state “No pre-qualification will be needed”.]*

Sample:

Yes, the Opinion of Probable Cost is \$2,200,000. Pre-Qualification will be needed.

### **Project Funding Sources (Local/Federal/CDBG/State/Other)**

*[List the funding source(s)]*

Sample:

Funding Sources are Fund 221 Gas Tax and Fund 294 Measure A Maintenance.

### **Total Working Days**

*[State the number of working days]*

Sample:

60 working days

### **Liquidated Damages (use Caltrans formula to calculate)**

*[State the amount of liquidated damages per LAPM Chap 12, page 18]*

Sample:

Using the formula in Caltrans LAPM Chapter 12 (p. 18), liquidated damages for this project are \$6,000 per working day.

## ADVERTISEMENT AND BID PROCESS CHECKLIST

The Project Manager will provide the following information via email for the Project Coordinator (PC) to use for the development of the project boilerplate specifications and will serve as notification that a project is preparing to enter the bid process and completes the 100% (Complete) Milestone:

**Bid Advertisement Schedule:**

- Potential Council Dates (to award Project);
- Bid Opening Date (typically done every Tuesday or Thursday at 2:00pm; this is flexible);
- Pre-Bid Meeting Date (if applicable; at the discretion of Project Manager; if so is it optional or mandatory; date, time and location of meeting);
- Advertisement Date (Wednesdays or Fridays)

**Information the Project Coordinator needs to complete the boilerplate specifications:**

- Project Name and Number
- Brief Project Description
- Cost of Plans and Specifications (for vendor to purchase) [*Admin obtains quotes from PIP/ARC or uses data from similar projects*]
- Licensing Requirements
- Bid schedule (i.e. bid items, unit of measurement, and quantities)
- Recommended Insurance Requirements [*PC will request from Risk*]
- Engineer's Estimate / Opinion of Probable Cost (OPC)
- Is there special funding (Federal /CDBG/State/other)?
- Total Working Days
- Liquidated Damages
- Technical Specifications
- Supplemental Information
- Additional Information
  - Permits
  - Maps
  - As-builts
  - Other (e.g. SASD requirements, etc.)

**ALL REQUIREMENTS HAVE BEEN MET:**

\_\_\_\_\_  
PROJECT MANAGER

\_\_\_\_\_  
DATE

**Comment Disposition:** (ID = *Initial Disposition* FD = *Final Disposition*)

A = Will Comply  
 B = Needs Further Investigation/Coordination with disciplines  
 C = Comment Noted – Not required to incorporate  
 D = Comment Resolved  
 E = Will Not Comply

Project No.: \_\_\_\_\_ Project Name: \_\_\_\_\_

Submittal: \_\_\_\_\_ Project Manager: \_\_\_\_\_

## REVIEW COMMENTS AND RESPONSES

Date: \_\_\_\_\_

#	COMMENTOR	PAGE / SHEET Ref.	COMMENT	ID	RESPONSE	FD	Verified By:

**ALL REVIEW COMMENTS HAVE BEEN ADEQUATELY ADDRESSED**

\_\_\_\_\_

PROJECT MANAGER

DATE

## Plans Checklist – Title Sheet

- |   |   |
|---|---|
| <input type="checkbox"/> Elk Grove Standard Border                                    | <input type="checkbox"/> Location Map using City GIS map, project location outlined or otherwise indicated (north arrow, NTS) |
| <input type="checkbox"/> Willdan Logo, address, etc.                                  | <input type="checkbox"/> Utility & project contacts, names, phone numbers, entities, etc.                                     |
| <input type="checkbox"/> Designed by:   | <input type="checkbox"/> Approval Blocks; City, Project Manager, PW 'Owner', Project RCE, Other Agency names/titles           |
| <input type="checkbox"/> Drawn by:  | <input type="checkbox"/> Interim Submittals only:   |
| <input type="checkbox"/> COEG PW info, address, etc.                                  | <input type="checkbox"/> "NOT FOR CONSTRUCTION" across RCE stamp  |
| <input type="checkbox"/> Sheet Title, Project Name, CIP #                             | <input type="checkbox"/> 100% Submittal, date   |
| <input type="checkbox"/> Date, Scales, Proj #, Sheet 1 of xx                          | <input type="checkbox"/> Final – RCE signature across or above stamp  |
| <input type="checkbox"/> Project Name, CIP #, Fed/State grant number(s) as applicable |   |
| <input type="checkbox"/> Sheet Index  |   |
| <input type="checkbox"/> Utility Contacts, names, phone numbers, company              |   |
| <input type="checkbox"/> Vicinity Map, project site indicated (north arrow, NTS)      |   |

RCE = Registered Civil Engineer or other registered Engineer or Architect

## Plans Preparation Manual (U.S. Customary Units)



### Section 2 – Project Plans

January 2008

#### CHECKLIST FOR DRAINAGE PLAN SHEETS

(Page 1 of 2)

District, county and route TX=7.0, FT=3, WT=1, LV=10 (upper right corner of sheet)

Post Miles TX=7.0, FT=3, WT=1, LV=10 (upper right corner of sheet)

CU No. and EA No. (lower right corner of sheet) TX=7.0, FT=3, WT=1, LV=10

Signature only included on Level 63. Date of signature and current registration seal information included on Level 10, (lower right corner of sheet). Drafting reviewers will attach signatures when project goes to PS&E. Text height should be 7, but the width can be squeezed to fit the area using element selection. If both names are long, the first name can be above the last name. FT=3, WT=1

Standard north arrow (AC = NARR)

Scale horizontal (TX=8.75, FT=3, WT=2, LV=10)

Information inserted in plan sheet development name block spaces in left margin of sheet. See Figures 2-10 and 2-11 in Section 2-1.6 of this manual for additional instructions.

The following note shall be shown on each drainage plan sheet that shows right of way and easement lines: "For complete right of way and accurate access data, see right of way record maps at district office." In the case of a conventional highway, omit the words "and accurate access." Include this note on any other plan view sheet that shows right of way lines.

Temporary construction easement (TCE) lines shown for drainage work if TCE required

First sheet of drainage plan sheets contains notes, legends, symbols, and a list of abbreviations (do not include standard plan abbreviations as part of the listed abbreviations)

Drainage work separated into groupings of interconnected drainage items

Drainage system numbers and drainage units identified by symbol and coding as provided under "Drainage Plans" of this section of the manual

Drainage items of work labeled generically (Culv, DI, etc.)

Type of work on existing facilities indicated (Remove, Abandon, Adjust, etc.). Words such as "Construct, "Place," etc. not used for new construction.

**CHECKLIST FOR DRAINAGE PLAN SHEETS**  
**(Page 2 of 2)**

- Alignment lines used for referencing of drainage facilities shown
- The station reference for each drainage system shown (the point at which the culvert crosses or intersects the roadway station line or profile grade)
- Where a culvert does not cross or intersect the roadway station line or profile grade, the culvert is referenced to the nearest roadway station line by station pluses and station offset distances.
- Direction of flow identified for ditches, channels, etc.
- Waterways (stream, creek, river, etc.) and direction of flow shown
- Subsurface drain locations, including types of outlets, vents and cleanouts shown, if subsurface drains not shown on project layouts. If sufficient space is not available on drainage plans, subsurface drains may be shown on separate subsurface drain plans.



# Plans Preparation Manual (U.S. Customary Units)

## Section 2 – Project Plans

January 2008

### CHECKLIST FOR DRAINAGE PROFILE SHEETS (Page 1 of 2)

~~District, county and route TX=7.0, FT=3, WT=1, LV=10 (upper right corner of sheet)~~

~~Post Miles TX=7.0, FT=3, WT=1, LV=10 (upper right corner of sheet)~~

~~CU No. and EA No. (lower right corner of sheet) TX=7.0, FT=3, WT=1, LV=10~~

~~Signature only included on Level 63. Date of signature and current registration seal information included on Level 10, (lower right corner of sheet). Drafting reviewers will attach signatures when project goes to PS&E. Text height should be 7, but the width can be squeezed to fit the area using element selection. If both names are long, the first name can be above the last name. FT=3, WT=1~~

~~Information inserted in plan sheet development name block spaces in left margin of sheet. See Figures 2-10 and 2-11 in Section 2-1.6 of this manual for additional instructions.~~

Scale – vertical and horizontal

Drainage System No. shown with station reference of system

Drainage unit designations shown for each item of the system (headwalls, wingwalls, drainage inlets, flared end sections, inlet and outlet structures)

Location of each item of each system identified by station and offset distances from station

Profile line of drainage facility with percent or decimal grade shown

Inlet and outlet elevations of drainage facilities

Existing groundline profile (dashed line) and finished grade (solid line) shown and labeled

Datum elevations at both edges of sheet (on top of the horizontal grid line)

### *Pipe Culverts*

Corrugated metal pipe culvert (steel or aluminum) and circular reinforced concrete pipe shown by diameter and length

Oval shaped reinforced concrete pipe and reinforced concrete pipe arch shown by span, height and length

Alternative pipe culvert shown by diameter and length

Inlet and outlet elevations of pipe culvert shown

Inlet and outlet facility, if any, attached to ends of pipe culvert shown (flared end section, headwall, endwall, drainage inlet, etc.)

### *Concrete Drainage Inlets, Pipe Inlets and Risers*

Pipe inlets shown by size, type and length (pay length equals "H" dimension expressed to tenth of a foot), concrete bases for pipe inlets shown



**CHECKLIST FOR DRAINAGE  
PROFILE SHEETS  
(Page 2 of 2)**

- Pipe inlet with grate – Type of grate, inlet elevation of top of grate and outlet elevation of inlet shown
- Pipe inlet with side opening(s) and cover on top of inlet – Type of cover, inlet elevation of side opening(s) and outlet elevation of inlet shown
- Concrete drainage inlets shown by type (G1, GO, SO, OL-7, GT1, etc.) and "H" dimension expressed to tenth of a foot
- Concrete drainage inlets with grate – Type of grate, inlet elevation of top of grate and outlet elevation of inlet shown
- Concrete drainage inlets with side opening(s) and cover on top of inlet – Type of cover, inlet elevation of side opening(s) and outlet elevation of inlet shown
- Pipe risers shown by size, type and length (pay length equals "H" dimension expressed to tenth of a foot)

*Box Culverts*

- Reinforced concrete box culvert shown by span, height and length. Number of cells shown: single, double, etc.
- Inlet and outlet elevations of box culvert shown
- Type of wingwalls for each end of box culvert shown ("A," "B," "C," "D," "E," warped)

- Wingwall "H" dimensions shown
- Elevation "a" shown for warped wingwalls

*Ditches and Channels*

- Profile line of facility with percent or decimal grade shown, if profile not shown on roadway profile sheets
- Typical cross section of facility shown, if not shown on roadway profile sheets or drainage details. Where facility is lined, show type of lining, thickness of lining, and details of construction joints, cut-off stubs and end return.
- Inlet and outlet facility, if any, shown and dimensioned

*Slope Protection*

- Type, length and arrangement of slope protection shown
- Typical cross section of facility shown, if not shown on roadway profile sheets or drainage details. Where facility is lined, show type of lining, thickness of lining, and details of construction joints, cut-off stubs and end return. Where rock slope protection (RSP) is used, show RSP fabric, thickness of rock layers, and classification of rock layers.



**CHECKLIST FOR ELECTRICAL  
PLAN VIEW SHEETS**

- ~~District, county and route~~
- ~~Post miles~~
- ~~Unit and Project Number and Phase~~
- Signature, date of signature, license number, printed name, and license renewal date. (Signature is added as the last step before the project goes to PS&E)
- Standard roadway north arrow
- Scale centered below sheet name
- Information on plan sheet development name blocks ~~in left margin of border sheet. See Figures 2-10 and 2-11 in Section 2-1.6 for additional instructions~~
- Correct sheet approval statement centered at bottom of sheet (example: "APPROVED FOR ELECTRICAL WORK ONLY")
- Right of way and easements shown on;
  - all electrical systems plan view sheets on electrical systems only projects
  - each electrical systems spot location where no other coextensive plan view sheets shows R/W

Following statement shown on each plan sheet where determinate right of way is shown: "FOR ACCURATE RIGHT OF WAY DATA, CONTACT ~~RIGHT OF WAY ENGINEERING~~ AT THE DISTRICT OFFICE"  
*DEVELOPMENT SERVICES CITY HALL*
- Standard abbreviations conform to those listed in the Standard Plans

- The first sheet of each electrical plan shall contain project specific notes, legends, symbols, and nonstandard abbreviations that are not included in the Standard Plans
- Identify routes within the project limits. Line designations and routes must be identified and are typically placed above the alignment line. Do not use route shields.
- Plan view sheet name must match the bid item description for the work shown
- Modifiers such as location number, city, county, intersection of local streets, stage construction, etc. near the at bottom center of sheet
- Limit of roadbed shown
- Environmentally sensitive area (ESA) limits shown
- Alignment line and stationing are shown solid. Stationing matches roadway layout sheets
- Fences, city and county limits are shown
- Utility plans signed by a registered civil engineer
- Road approaches, street names, and on/off ramps are shown and labeled
- Bridge name and number (Show bridge limits only when work is to be performed on the bridge)
- For conduit runs in sidewalks, show limits of sidewalk, driveways and curb ramps along the entire conduit

- Verify that locations of irrigation controllers are at the same locations as shown on the landscape plans
- Verify that locations of standards, poles, posts, APS are compatible with final roadway configuration shown on the roadway layout plans
- Show existing electrical systems dropped out
- Cross-references to electrical systems details
- Cross-references to SES sheets

**CHECKLIST FOR ELECTRICAL  
DETAIL PLAN SHEETS**

- Acronyms, symbols, and abbreviations are defined and consistent with those shown in the legend for any local agency requested details

- Cross-references and detail designations consistent with electrical systems plan view sheets

**CHECKLIST FOR ELECTRICAL  
QUANTITY SHEETS**

- Name of quantity table for lump sum bid item matches bid item description and plan view sheet name where work is shown
- Quantity tables for lump sum bid items have note "FOR INFORMATION ONLY. ELECTRICAL SYSTEMS QUANTITY TABLES SUMMARIZE SIGNIFICANT COMPONENTS. SEE ELECTRICAL SYSTEMS PLANS AND SPECIFICATIONS TO DETERMINE ALL MATERIALS NEEDED FOR EACH SYSTEM" placed below table
- Bid items that are not lump sum are summarized in quantity tables



# Plans Preparation Manual (U.S. Customary Units)

## Section 2 – Project Plans

September 2016

### CHECKLIST FOR EROSION CONTROL PLAN SHEETS

- ~~District, county and route~~
- ~~Post-Miles~~
- ~~Unit and Project Number and Phase~~
- Signature, date of signature, license number, printed name, and license renewal date. Signature is added as the last step before the project goes to PS&E
- Standard roadway north arrow
- Scale centered below sheet name
- Information on plan sheet development name blocks in left margin of border sheet. ~~See Figures 2-10 and 2-11 in Section 2-1.6 of this manual for additional instructions~~
- Correct sheet approval statement centered at bottom of sheet ("APPROVED FOR EROSION CONTROL WORK ONLY")
- The following statement must be shown on each plan sheet where determinate right of way is shown: "FOR ACCURATE RIGHT OF WAY DATA, CONTACT ~~RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE~~"  
*DEVELOPMENT SERVICES CITY HALL*
- Standard abbreviations are to conform to those listed in the Standard Plans
- The first sheet of erosion control plans shall contain project specific notes, legends, symbols and

nonstandard abbreviations that are not included in the Standard Plans

- Symbols and abbreviations are consistent on all plan sheets and with those shown in the erosion control legend
- Identify routes within the project limits. Line designations and routes must be identified and are typically placed above the alignment line. Do not use route shields
- Show existing fences and gates dropped out
- City and county limit lines shown
- Utilities are shown on utility plan sheets
- Waterways (stream, creek, river, etc.) and direction of flow
- Do not show extraneous topography (See Section 2-1.1)
- Alignment line and stationing shown solid
- Limit of roadbed shown
- Existing planting is dropped out
- Water source, if used, is identified and labeled as recycled or potable
- Each erosion control area is identified by a call out or location number



**CHECKLIST FOR EROSION CONTROL LEGEND**

- Erosion control types and bid item names are consistent on legend and plan sheets
- Erosion control type table included for each combination of erosion control materials, fiber rolls, and compost socks
- Item column must identify the applicable bid items
- Item description for each step in the application must match the bid item description
- Material column must identify the applicable materials for each bid item
- Type column must identify the type of each material
- Application rate column must identify the application rate for each item or material
- Depth column must indicate the depth in inches for incorporate materials
- Seed mix table must describe the seed mixtures used. Include seed botanical name, common name, minimum percent germination, and application rate measured in pounds of live seed per acre

**CHECKLIST FOR EROSION CONTROL DETAILS**

- Details are project specific and/or modified Standard Plan Details
- Label sheet(s) “No Scale” but draw details proportionally

**CHECKLIST FOR QUANTITY SHEET(S)**

- Summarize erosion control quantities with associated locations
- If the quantity tables do not warrant an entire sheet then they may be shown on the erosion control plan sheets

**CHECKLIST FOR PLAN SHEETS**

LANDSCAPE

- ~~District, county and route~~
- ~~Post Miles~~
- ~~Unit and Project Number and Phase~~
- Signature, date of signature, license number, printed name, and license renewal date. (Signature is added as the last step before the project goes to PS&E)
- Standard roadway north arrow
- Scale centered below sheet name
- Information on plan sheet development name blocks in ~~left margin of border sheet. See Figures 2-10 and 2-11 in Section 2-1.6 of this manual for additional instructions~~
- Correct sheet approval statement centered at bottom of sheet (example: "APPROVED FOR PLANTING WORK ONLY")
- On landscape only projects at least one type of plan view sheet must show right of way. The following statement must be shown on each plan sheet where determinate right of way is shown: "FOR ACCURATE RIGHT OF WAY DATA, CONTACT ~~RIGHT OF WAY ENGINEERING~~ **DEVELOPMENT SERVICES** AT THE ~~DISTRICT OFFICE~~ **CITY HALL**"
- Standard abbreviations conform to those listed in the Standard Plans
- The first sheet of each landscape layout, irrigation and or planting plan

shall contain project specific notes, legends, and symbols, and nonstandard abbreviations that are not included in the Standard Plans

- Identify routes within the project limits. Line designations and routes must be identified and are typically placed above the alignment line. Do not use route shields
- Show existing fences and gates dropped out
- Show new gates with size and type
- City and county limit lines shown
- Utility plans signed by a registered civil engineer
- Waterways (stream, creek, river, etc.) and direction of flow
- Do not show extraneous topography (See Section 2-1.1)
- Environmentally sensitive area (ESA) limits shown. Use hatched area as shown on Standard Plan A10B
- Alignment line and stationing shown solid
- Limit of roadbed shown

**CHECKLIST FOR IRRIGATION PLAN**

- Symbols and abbreviations are consistent on all plan sheets and with those shown in the irrigation legend
- Pipe appropriately labeled (size) or provided for in Pipe Sizing Chart on detail sheet
- Connect to existing system symbol shown at all points of connection between existing and new irrigation facilities
- Existing irrigation component symbols per Standard Plan symbols
- Verify that locations of irrigation controllers are at the same locations as shown on the electrical systems plans
- New planting dropped out if shown
- Water meter labeled with size and as recycled or potable

**CHECKLIST FOR PLANTING PLAN**

- Symbols and abbreviations are consistent on all plan sheets including botanical names
- Each plant group has appropriate symbol or pattern and quantity as per the plant legend
- Symbols used for plant types match throughout plans and on the plant legend

- Each planting area is provided with one quantity call out for each plant symbol or massed area
- Specify wood mulch areas in cubic yards
- Specify cultivation areas in square yards
- Show existing planting dropped out

**CHECKLIST FOR IRRIGATION SPRINKLER SCHEDULE**

- Numbered notes shown in appropriate columns are applicable when circled in notes list
- Sprinkler symbols correspond with irrigation plan

**CHECKLIST FOR PLANT LEGEND**

- Symbols and abbreviations are consistent on all plan sheets including botanical names
- Underlined portions of Botanical Names correspond with abbreviations on the planting plans
- Numbered notes shown in appropriate columns are applicable when circled in notes list
- Plant Sizes shown conform to standard American Nursery and Landscape Association (ANLA) container size descriptions
- Appropriate basin type(s)

- Hole size is shown and large enough to accommodate plant container size, root protectors and or amendments
- Planting limits filled out completely
- Number of plants shown are to total to the amount shown on planting quantity table
- Provide staking, foliage protectors, root protectors, and or root barriers if needed

LANDSCAPE + IRRIGATION

**CHECKLIST FOR QUANTITY SHEET**

- Quantity tables for hardscape items such as rock blanket, gravel mulch, minor concrete, decomposed granite, and edging shall be shown on landscape quantities table as subtotals if the grand total is shown on another quantity table used elsewhere in the project
- Irrigation quantity summaries shall be shown on irrigation quantities sheets. For projects using large number of valves and controllers, split quantities into two tables; quantities downstream of control valves, and quantities on the supply side of control valves
- Planting quantities table may be shown on planting plan or plant legend
- Ensure that all project work shown on the plans is either identified as a bid item or is paid for under another bid item



# Plans Preparation Manual (U.S. Customary Units)

## Section 2 – Project Plans

November 2011

### CHECKLIST FOR LAYOUT SHEET (Page 1 of 3)

- District, county and route TX=7.0, FT=3, WT=1, LV=10 (upper right corner of sheet)
- Post Miles TX=7.0, FT=3, WT=1, LV=10 (upper right corner of sheet)
- Unit and Project Number and Phase (lower right corner of sheet) TX=7.0, FT=3, WT=1, LV=10
- Signature and date of signature are included on Level 63. Current registration seal information is to be included on Level 10, (upper right corner of sheet). The signature is added as the last step before the project goes to PS&E. The text size for the date and information inside the seal is to be TH=7.0, TW=5.0, FT=3, WT=1, but the width can be squeezed to fit the area. If both names are long, the first name can be above the last name
- Standard north arrow (AC = NARR)
- Scale (TX=8.75, FT=3, WT=2, LV=10) place below the sheet name (centered)
- Information inserted in plan sheet development name block spaces in left margin of border sheet. See Figures 2-10 and 2-11 in Section 2-1.6 of this manual for additional instructions
- Right of way must be shown on all layout sheets unless it is indeterminate. The following note must be shown on each layout sheet where right of way is shown: "FOR ACCURATE RIGHT OF WAY DATA, CONTACT ~~RIGHT OF WAY ENGINEERING~~ AT THE

~~CITY HALL~~

~~DISTRICT OFFICE.~~" Include this note on any other plan view sheet that shows right of way lines

If right of way is indeterminate, the following note must be shown on each plan view sheet where there is indeterminate right of way: "RIGHT OF WAY LIMITS ARE INDETERMINATE, AND ARE NOT SHOWN. THE CONTRACTOR MUST CONTACT ~~RIGHT OF WAY ENGINEERING~~ AT THE ~~DISTRICT OFFICE~~ FOR CONDITIONS OF USE PRIOR TO COMMENCING WORK."

DEVELOPMENT SERVICES

CITY HALL

- First sheet of layouts contains notes, legends, symbols, and a list of abbreviations (do not include standard plan abbreviations as part of the listed abbreviations)
- Bearing and distance of tangent sections must be identified on all stationed lines and are typically placed above the alignment line
- Station equations
- Identify routes within the project limits. Line designations and routes must be identified and are typically placed above the alignment line. Do not use route shields. The following typically applies to route identification where work is performed: TX=8.75, FT=3, WT=2, LV=16. On routes where no work is being performed, the following may apply: TX=7.0, FT=3, WT=1, LV=16. On very complex projects, where the layouts contain a large amount of information, the following may apply to identify routes where work is performed: TX=10.0, FT=43, WT=0, LV=16

DEVELOPMENT SERVICES ?



**CHECKLIST FOR LAYOUT SHEET  
(Page 2 of 3)**

- Curve data (all curve data numbers must be consecutive “for each station line” throughout the layout sheets). Northing and easting values for BCs and ECs are optional, but if shown, the basis of the horizontal control used must be identified on the first layout sheet
- Edge of traveled way and shoulders
- Edge of pavement (EP) is to be shown as a thicker weight line (usually WT=2) to more clearly define the EP
- Dimension the total width of traveled way for each direction plus the shoulders (not necessary to dimension each lane, reserve that for the pavement delineation sheets)
- Access control lines that have access control tick marks are not to appear on the contract plans. Access control lines belong on right of way record maps
- Fences and gates
- Township, range and section lines and corners, state and national parks, swampland and tideland surveys but only when it is of benefit and assists in the construction of the project
- City and county limit lines labeled appropriately
- Guard railing, barriers and crash cushions
- Drainage, striping, and signing, (unless shown on separate sheets)
- Utilities are to be shown on utility plan sheets, unless the project is small and all information can clearly be shown on the layouts
- Bridge names and numbers (show bridge number only when work is to be performed on bridge and bridge plans are included) TX=8.75, FT=3, WT=2, LV=23
- Waterways (stream, creek, river, etc.) and direction of flow TX=7.0, FT=3 at 25° slant, WT=1, LV=23 upper/lower case text
- Retaining walls and sound walls shown and labeled on layouts for length and layout line offset from highway alignment line
- Mandatory material and disposal sites (use of mandatory sites is to be avoided where possible). If the sites are not within project limits, include in Materials Handout and not on the layouts
- Road approaches
- As an option, Northing and Easting value of a fixed, known object that physically can be located in the field. Shown for referencing to the correct location and zone in the California Coordinate System

**CHECKLIST FOR LAYOUT SHEET  
(Page 3 of 3)**

- For grade separations, most of the features associated with the underneath roadbed (usually depicted by some type of line) should be clipped for that portion directly underneath the above route. For the options of what should be clipped (or in some cases dashed), see the examples for Layouts “Generic Plan View Sheet for Grade Separations.” These options only apply to that portion of the route (or stream/river) that is directly underneath the above route
- Stage construction, traffic handling or detours (unless shown on separate sheets)
- Limits of pavement removal
- Existing pavements
- Curbs and dikes
- Sidewalks, driveways, curb ramps (type)
- Grinding, cold planing, and replace asphalt concrete surfacing, etc. Thickness of existing pavement must be identified on the typical cross sections
- Monument points when the contractor is required to perpetuate monumentation
- Topography (when pertinent)
- Cut and fill lines
- Easement and permits
- Environmentally sensitive area (ESA) limits shown
- Edge drain locations, including types of outlets, vents and cleanouts. If layouts are cluttered edge drains can be shown on drainage plans. If drainage plans are also cluttered, edge drains can be shown on separate edge drain plans.

**CHECKLIST FOR PROFILE**  
(Page 1 of 2)

- Original ground lines labeled as “OG”. Original ground line should extend a few stations beyond the beginning and end of profiles on the first and last sheet
  - Future grade lines (used for staged contracts) shown as short dashed lines and labeled
  - Profile grade line labeled as “PG” with the grade percent. Use 2 decimal places for new profiles and 3 decimal places when matching existing profile
  - Line designation and route identified in the title
  - Vertical curve lengths labeled (in feet). Grade tangents must be shown at point of reverse vertical curvature (PRVC) or point of compound vertical curvature (PCVC)
  - Elevations - shown at BVCs, EVCs, PRVCs, and PCVCs, equations, broken profiles for datum changes, VPIs, and conforms at existing pavement. No additional elevations need be shown on vertical curves
  - Earthwork quantities (listed by station, or individual cuts and fills) – sheet total
  - Top rail elevation (railroad)
  - Station and elevation of begin and end bridge. Identify offset if not on “PG”
  - Label bridge name and number (show bridge number only when work is to be performed on bridge and bridge plans are included)
  - Street or road alignment line and identify the stationing where it crosses the main profile grade line
  - Road and driveways identified where they connect to the affected route
  - Elevation at both edges of sheet (on top of the horizontal grid line)
  - Plus station for points
  - Station equations
  - Benchmarks (showing an elevation is optional)
- Where the profile and superelevation diagram are shown together do the following:*
- It is a Caltrans best practice to show the superelevation diagram with the corresponding profile. The superelevation diagram must be placed directly above the profile so that the stationing lines up
  - Stationing is to be shown directly below the superelevation diagram. Station and earthwork quantities are to be shown below the profile
  - When the superelevation diagram and profile are on the same sheet, the sheet title is to be “PROFILE AND SUPERELEVATION DIAGRAM.” The sheet Identification is “PS”
  - For specific superelevation diagram elements to be shown, see “Checklist for Superelevation Diagram”

**CHECKLIST FOR PROFILE**

(Page 2 of 2)

*Where the profile is shown by itself or if both profile and superelevation diagram are shown together, include the following information on those sheets:*

- ~~District, county and route TX=7.0, FT=3, WT=1, LV=10 (upper right corner of sheet)~~
- ~~Post Miles TX=7.0, FT=3, WT=1, LV=10 (upper right corner of sheet)~~
- ~~Unit and Project Number and Phase (lower right corner of sheet) TX=7.0, FT=3, WT=1, LV=10~~
- Signature and date of signature are included ~~on Level 63.~~ Current registration seal information is to be included ~~on Level 10,~~ (upper right corner of sheet). The signature is added as the last step before the project goes to PS&E. The text size for the date and information inside the seal is to be TH=7.0, TW=5.0, FT=3, WT=1, but the width can be squeezed to fit the area. If both names are long, the first name can be above the last name
- Information inserted in plan sheet development name block spaces ~~in left margin of border sheet. See Figures 2-10 and 2-11 in Section 2-1.6 of this manual for additional instructions~~
- Scale – vertical and horizontal (TX=8.75, FT=3, WT=2, LV=10). Place below the sheet name (centered)



**CHECKLIST FOR SUPERELEVATION DIAGRAM**  
(Page 1 of 1)

*Where the superelevation diagrams are shown on their own separate sheets, include the following information on those sheets:*

- Axis of rotation line (0%). Label as “Axis of Rotation” along with the line designation of the PG line and offset to the PG line (if applicable – see generic example 2 of 5)
- Each traveled way and shoulder plane shown and labeled. DO NOT abbreviate traveled way or shoulder
- Stationing below diagram (each diagram if stacked)
- Location of horizontal BCs and ECs indicated with vertical lines. Label radius and direction of curvature above the full superelevation portion of the diagram. A dimension line connects the BC to the EC (see generic example 5 of 5)
- Percent at both edges of sheet (on top of the horizontal grid line)
- Station equations
- Identify (with a triangle) the points of transition (as shown in the Highway Design manual) with the plus stations below the diagram. Do not label these points (see generic example 5 of 5)
- Identify (with a triangle) and label those rare occurrences such as, “compound curves”, “reversing curves” and “broken back curves”
- District, county and route TX=7.0, FT=3, WT=1, LV=10 (upper right corner of sheet)
- Post Miles TX=7.0, FT=3, WT=1, LV=10 (upper right corner of sheet)
- Unit and Project Number and Phase (lower right corner of sheet) TX=7.0, FT=3, WT=1, LV=10
- Signature and date of signature are included ~~on Level 63.~~ Current registration seal information is to be included ~~on Level 10,~~ (upper right corner of sheet). The signature is added as the last step before the project goes to PS&E. The text size for the date and information inside the seal is to be TH=7, TW=5, FT=3, WT=1, but the width can be squeezed to fit the area. If both names are long, the first name can be above the last name
- Information inserted in plan sheet development name block spaces ~~in left margin of border sheet. See Figures 2-10 and 2-11 in Section 2-1.6 of this manual for additional instructions~~
- Scale – horizontal (TX=8.75, FT=3, WT=2, LV=10). Place below the sheet name (centered)

**CHECKLIST FOR TYPICAL CROSS SECTIONS**

(Page 1 of 2)

District, county and route TX=7.0, FT=3, WT=1, LV=10 (upper right corner of sheet).

Post Miles TX=7.0, FT=3, WT=1, LV=10 (upper right corner of sheet).

Unit and Project Number and Phase (lower right corner of sheet) TX=7.0, FT=3, WT=1, LV=10.

Signature and date of signature release are included on Level 63. Current registration seal information is to be included on Level 10, (upper right corner of sheet). The signature is added as the last step before the project goes to PS&E. The text size for the date and information inside the seal is to be TH=7, TW=5, FT=3, WT=1 but the width can be squeezed to fit the area. If both names are long, the first name can be above the last name.

Information inserted in plan sheet development name block spaces in left margin of border sheet. See Figures 2-10 and 2-11 in Section 2-1.6 of this manual for additional instructions.

Label sheet(s) "NO SCALE" (TX=8.75, FT=3, WT=2, LV=10). Draw sections proportionally.

Label the profile grade line "PG" and identify the line designation (example: "A1" LINE).

The following note is required on the first sheet of the Typical Cross Sections, if a pavement structure is to be constructed:

1. DIMENSIONS OF THE PAVEMENT STRUCTURES (STRUCTURAL SECTIONS) ARE SUBJECT TO TOLERANCES SPECIFIED IN THE STANDARD SPECIFICATIONS.

The following note is required on the first sheet of the Typical Cross Sections when superelevation diagrams are included as part of the contract plans.

2. SUPERELEVATIONS ARE SHOWN ON THE SUPERELEVATION DIAGRAMS.

Design designation– Show on first sheet of Typical Cross Sections only. For additional instructions refer to the Typical Cross Sections example sheet, "Generic Project Typical Cross Section, Basic Required Information."

Legend and list of abbreviations, on first sheet of Typical Cross Sections (do not include standard plans abbreviations as part of the listed abbreviations).

Alignment line or station line and layout line for walls and barriers.

Stationing limits below each section, sections with lowest stationing limits of each route at bottom of sheet with greater stationing sections stacked above.

**CHECKLIST FOR TYPICAL CROSS SECTIONS**

(Page 2 of 2)

- Typical Cross Sections for route, ramp, and local roads grouped separately.
- Pavement width transitions shown where necessary to clearly show how the roadbed transitions.
- Profile grade point, widths of lanes, shoulders, medians, sidewalk, gutter, ditches, etc. Show variable dimensions with limits.
- Percent of cross slopes, traveled way, shoulders, paved median, gutter, etc. with an arrow showing downward direction of slope.
- Slope rounding (where applicable). May be shown as a detail.
- Benching and strutting (where applicable).
- Right of way lines: Show as applicable to the specific project. Refer to the text of this section for instructions.
- Type, class and thickness of pavement, base and subbase.
- Pertinent existing features, including existing pavement structures, barrier, railing, ditches, shoulder backing etc.
- Seal coats, except fog seals.
- Dike with type identification if only one type, otherwise use generic (example: HMA DIKE).
- Curb types with type identification if only one type, otherwise use generic (example: CONCRETE CURB). Do not show dimensions, even for modified curbs or curb details from a local agency. Dimensions are to be shown on Construction Detail sheets.
- Subsurface drains (where applicable).