

RESOLUTION NO. 2004-308

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING AN AMENDED CONTRACT WITH LUCY & COMPANY FOR PUBLIC
OUTREACH SERVICES FOR THE OLD TOWN ELK GROVE IMPROVEMENT
PROJECT**

WHEREAS, the City desires additional public outreach services to be provided during the construction phase of the Old Town Elk Grove Improvement Project; and

WHEREAS, the City also desires public outreach services related to the feasibility study for the Grove Street Bikeway, which is being performed in conjunction with the Old Town Elk Grove Improvement Project; and

WHEREAS, Lucy & Company has been involved in the public outreach program throughout the design phase of the Old Town Elk Grove Improvement Project and is very knowledgeable of all the project constraints and issues and is therefore best qualified to provide the additional public outreach services in a timely and cost-effective manner; and

WHEREAS, Lucy & Company has previously executed a contract with the City to provide public outreach services for the Project for an amount not to exceed \$66,895 and agrees to perform the required additional work for an amount not to exceed \$75,170.


NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorize the City Manager or his designee to execute an amended contract with Lucy & Company for public outreach consulting services for the Old Town Elk Grove Improvement Project in an amount not to exceed \$142,065.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 15th day of December 2004.



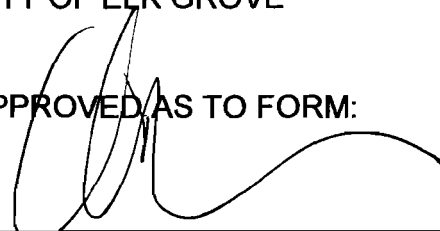
SOPHIA SCHERMAN, MAYOR of the
CITY OF ELK GROVE

ATTEST:



PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:



ANTHONY B. MANZANETTI,
CITY ATTORNEY

CITY OF ELK GROVE



CONTRACT FOR
THE EIDAM CORPORATION dba LUCY & COMPANYYY
CONSULTANT
Elk Grove Boulevard Old Town Improvement Project



CONTRACT FOR

THE EIDAM CORPORATION dba LUCY & COMPANY - CONSULTANT

THIS CONTRACT is made and entered into between City of Elk Grove, a Municipal Corporation ("City") and The Eidam Corporation dba Lucy & Company ("Consultant"). City and Consultant agree as follows:

1. SCOPE, TERM AND STANDARDS:

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

B. **CONSULTANT IS INDEPENDENT CONTRACTOR.** Consultant enters into this Contract as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. The



Consultant shall have no power or authority except by this Contract to bind the City in any respect. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The personnel performing the services under this Contract on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Contract. Consultant shall not at any time or in any manner represent that it or any of its officers, or employees, or agents are in any manner officers, employees, of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. The City shall not be responsible, obligated, or liable in any way to pay any salary, wage, compensation, tax, withholding, benefit, injury, illness claims or other claims made against the Consultant and/or the City by any such employees, agents, contractors or subcontractors, or any other person arising from performance of this Contract. Additionally, Consultant shall be solely responsible, obligated, and liable for any and/or all salary, wage, compensation, tax, withholding, benefit, injury, illness claims or other claims made against Consultant and/or the City by any such employees, agents, contractors or subcontractors, or other person arising from performance of this contract, and Consultant shall indemnify, defend and hold harmless the City against such claims to the extent caused by Consultant's errors, omissions or negligence.

C. NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING.

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

D. TERM

Except as provided in Sections 6 and 19, below, this Contract shall terminate no later than June 30, 2006.

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

It is expressly intended by the parties that the Consultant's work product and materials, whether or not in writing, shall be used for the purposes of providing public outreach services for the Old Town Elk Grove Improvement Project.

2. EMPLOYMENT STATUS OF PERSONNEL

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



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

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

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

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

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

3. TIME OF PERFORMANCE:

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

4. COMPENSATION:

A. TERMS. Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Total compensation to Consultant shall not exceed \$142,065.00 without the advance written consent of City.



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

5. SUPERVISION, LABOR AGREEMENTS AND PERSONNEL:

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

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

C. PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.

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

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

6. TERMINATION:

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

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



7. CHANGES:

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

8. PROPERTY OF CITY:

A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY.

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

B. CONSULTANT TO DELIVER CITY PROPERTY.

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

9. CONFLICTS OF INTEREST

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



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

10. CONFIDENTIAL INFORMATION

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

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

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

11. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES

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



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

12. COMPLIANCE WITH LOCAL LAW:

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

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

13. REPRESENTATION:

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

14. SUBCONTRACTING:

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

15. ASSIGNABILITY:

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



16. INTEREST IN CONTRACT:

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

17. FINDINGS CONFIDENTIAL:

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

18. LIABILITY OF CONSULTANT:

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

19. INDEMNITY AND LITIGATION COSTS:

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

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



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

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

20. CONSULTANT TO PROVIDE INSURANCE:

A. CONSULTANT SHALL MAINTAIN INSURANCE.

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

B. CONSULTANT TO PROVIDE EVIDENCE OF INSURANCE.

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

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

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



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

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

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

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

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

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

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

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



(2) Commercial General and Automobile Liability Insurance.

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

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

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

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

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

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

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



(3) Professional Liability.

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

21. RECORDS.

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

22. MISCELLANEOUS PROVISIONS:

A. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT.

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

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



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

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

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

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

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

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

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

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



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

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

Consultant The Eidam Corporation dba Lucy & Company
1614 19th Street
Sacramento, CA 95814

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

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

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

Approved as to form:

CONSULTANT

Eidam
Counsel for consultant

By: *Eidam*
Lucy Eidam, President

Approved as to form:

CITY OF ELK GROVE

By: _____
Anthony B. Manzanetti, City Attorney

By: _____
John Danielson, City Manager



CERTIFICATE OF COMPLIANCE
WITH LABOR CODE § 3700

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

CONSULTANT

A handwritten signature in cursive script, appearing to read "Lucy Eidam", is written over a horizontal line.

Lucy Eidam, President



EXHIBIT A

Scope of Work

1. Design Phase Public Outreach Activities

Task 1 - Research/Stakeholder Survey

Lucy & Company will perform both a general background research and a survey of specific stakeholders to quickly become familiar with key issues and audiences. Lucy & Company will ascertain prevailing opinions about the project, identify and assess potential trouble areas (e.g., the center median and parking lot issues), and measure the utility and importance of the various stakeholders involved. Developing sufficient context will ensure that outreach efforts are on target and well informed.

Lucy & Company will review a variety of existing materials, including media clips about the project and Old Town, the conceptual master plan, previous public workshop summary reports, OTMA meeting minutes, proposed marketing plans for Old Town, and relevant City, County and contractor documents.

Lucy & Company will meet one-on-one with up to five key stakeholders and community leaders (e.g., Mayor Sophia Scherman, OTMA President Frank Maita) to solicit their views on the project, learn their concerns, and tap their expertise on how to deal with potentially contentious issues or personalities. Interview calls will also be conducted with up to five additional key personalities. Key stakeholders and community leaders to be contacted will be identified and prioritized in consultation with City and project staff.

Deliverables:

- ◆ Survey
- ◆ Interview compilation report

Task 2 - Stakeholder/Property Databases

Lucy & Company will develop a customized database to identify stakeholders, including business and property owners, residents, neighborhood and business associations, community leaders, elected officials, City representatives, bicycle advocates, transportation planners, developers and other pertinent stakeholders as identified by the project team. As a starting point for the stakeholder database, Lucy & Company will leverage and use, to the extent possible, existing resources compiled by Carter-Burgess, OTMA, the Chamber of Commerce, the City and Sacramento County.

The database will be used to contact stakeholders, conduct stakeholder outreach activities and distribute project materials that will invite stakeholders to community workshops and provide updates during construction. Lucy & Company will perform a drive-by of Elk Grove Boulevard to ensure that all businesses in the project area are identified and included in the database. Periodic updates to the database will be conducted throughout the project. In addition, a property database will also be purchased to distribute the newsletters to residents and other potentially affected properties in the vicinity of the project.



Deliverables:

- ◆ Stakeholder database
- ◆ Property database

Task 3 - Community Workshops (2) and City Council Workshop (1)

In conjunction with City staff and Carter-Burgess, Lucy & Company will plan, arrange and facilitate two community workshops for the Old Town Elk Grove Boulevard project, one prior to each stage of the project. Both workshops will be structured to first allow the team to present vital project information and then encourage attendees to engage in open discussion. A separate workshop will be held with City Council to update the council members on the progress of the project and the ongoing public relations program.

The initial community workshop will take place during the summer or fall of 2003, prior to construction of the railroad improvements, and will serve the following purposes:

- ◆ Explain the advantages of the beautification and improvement efforts, demonstrating how the long-term benefits will outweigh the short-term inconveniences.
- ◆ Re-establish the goals of the project and reinforce what the City and merchants want to accomplish, without unnecessarily rehashing or revisiting decisions already made or issues already resolved.
- ◆ Record the objectives and concerns of specific stakeholders and the community at large
- ◆ Present positive examples of other communities that have undertaken similar revitalization projects.
- ◆ Demonstrate that the City will incorporate valuable lessons learned from other communities.
- ◆ Serve as a starting point for pre-construction outreach for the railroad improvements.

About the same time as the first community workshop, Lucy & Company will coordinate and facilitate a team presentation to the Elk Grove City Council. This presentation will ensure that the council is brought into the loop early and will incorporate many of the same purposes as the community workshop format, with project team members engaging in a productive exchange with the council members to gauge their perceptions and reactions to the project.

It is recommended the second workshop take place in the spring of 2005, during the design of the Old Town redevelopment improvements. This workshop will reiterate relevant points from the initial workshop, as outlined above, and also address specific issues related to the Old Town construction. Public input will be sought concerning certain streetscapes such as pavers, lighting, and other amenities.

Lucy & Company will coordinate logistics, such as securing the workshop locations, signage (if necessary), sign-in sheets, nametags, agendas and other pertinent materials. A post-workshop recap will include a summary of the workshop format, the agenda, a list of the project team and attendees and a written summary of the input obtained from the stakeholders during the discussion period.

Deliverables:

Community workshops (2) and City Council Workshop (1)



Task 4 - Newsletters (2) and Postcards (4)

Project newsletters and postcards will be used to communicate information about the community workshops, anticipated construction impacts and project progress to stakeholders and the public. The materials will also deliver key positive messages to the community about the project, as well as generate public interest in and support for the project. Each piece will be creatively written and designed to grab the readers' attention, encouraging them to learn more about the project and the benefits of redevelopment of historic Old Town.

To announce the community workshops, the newsletters will be designed in the form of a "ticket" or VIP invitation to impress upon participants that they will be part of something special. At a minimum, the project newsletters will include a project description, schedule, planning philosophies and workshop and/or construction-related information. It is recommended that one newsletter and two postcards be produced for both the initial railroad work and the later Old Town redevelopment improvements design effort. The newsletter will announce the community workshop, then a postcard will announce the beginning of construction and, lastly, a follow-up postcard will be sent during construction to provide updates on progress and important details (e.g., anticipated detours, road closures, etc.). If circumstances require, additional newsletters or postcards can be produced.

Deliverables:

- ◆ Newsletters (2)
- ◆ Postcards (4)

Task 5 - Community Events

Lucy & Company will promote the project at community events which will boost the project's visibility and give the City and the project team the opportunity to educate the public about the long-term benefits of the Old Town Elk Grove Boulevard improvements. Hosting a booth or table at the OTMA's ongoing summer Open Air Faire (August 7 and September 4) will be a convenient and effective way to reach the community and build understanding and goodwill toward the project and the City. During these events, the team will provide information about the project and may offer a special promotion, such as sponsorship of historic "bricks" to be laid during the Old Town street and walkway improvements. For example, people could be offered the opportunity to sign their own brick if they sign up on the project mailing list (this offer could also be extended to those who attend the community workshops).

Deliverables:

- ◆ Booth/table at community events (2)

Task 6 - Stakeholder Meetings

Lucy & Company will coordinate and facilitate—in close consultation with City staff and Carter-Burgess—up to four stakeholder meetings to share information about the project and obtain input from stakeholders about what they view as potential concerns. Hosting some or all of the meetings during or after the regular OTMA meetings will provide a familiar setting and make attendance convenient for many of those already actively involved in Old Town affairs.



Lucy & Company will utilize an informal focus group format to conduct the stakeholder meetings. This proven format will help the team assess the stakeholders' understanding and perceptions of the project, identify concerns and potential problems, determine the most effective means of communication and evaluate the effectiveness of key messages. Input collected during the meetings may also yield information that will prove useful later in the construction phases of the project. Participation of City staff and Carter-Burgess will be determined during regular team meetings.

Deliverables:

- ◆ Stakeholder meetings (4)

Task 7 - Media Relations

Lucy & Company will conduct comprehensive media relations at strategic points and milestones during the project to encourage coverage by the local news media, help announce workshops and events and promote positive perceptions of the project. Up to four calendar announcements and news releases will be developed and distributed to targeted media, including the *Sacramento Bee* "Elk Grove Community" section, the *Elk Grove Citizen*, and *Our Town* magazine. Follow-up calls will be conducted, and coverage resulting from these releases will be compiled in a media clips file provided to the City. The announcements and releases will also be distributed to local community and stakeholder groups, such as the OTMA and Elk Grove Chamber of Commerce, for publication in their newsletters or posting on their Web sites. Due to the typically informal nature of this latter group, boilerplate language may be generated for quick and convenient submittal.

Lucy & Company will also pitch project-related story ideas to local news media and stakeholder organizations to encourage feature coverage of the project and how it will benefit commerce, culture and the quality of life in the Old Town area.

Deliverables.

- ◆ Calendar announcements/news releases (4)
- ◆ Story pitches
- ◆ Press clippings

Task 8 - Web Site

Lucy & Company will develop a project-related Web page on the City's Web site to provide the public with basic project information, meeting dates and recaps, event invitations, construction updates and contact information. The Web page can also include a variety of interesting and relevant graphic elements (e.g., maps, renderings, photos), as well as electronic versions (pdf files) of all the project outreach materials generated. Ultimately, the page will serve to educate visitors about the project and convey the final vision of the project.

Lucy & Company will develop content and select graphics for the Web page, coordinate with the City's Webmaster, and maintain the page through periodic updates. The Web address will be included on all communication and program materials distributed to stakeholders and the public.



Deliverables:

- ◆ Project Web page on City Web site

Task 9 - Team Meetings (16)

Lucy & Company will attend the regular monthly meetings with the City, Carter-Burgess and other contractors or involved parties. (The necessity of attendance will be determined in consultation with the City and the project team.) Smaller, outreach-specific meetings may need to be scheduled at logical intervals, depending on team needs and preferences. Lucy & Company will resolve outreach action items from each meeting and conduct any necessary follow-up.

Deliverables:

- ◆ Attendance at team meetings (16)

Task 10 - Project Management

Lucy & Company will develop a project schedule and activity timeline, create monthly activity reports and manage the public outreach budget. Other project management tasks may include providing strategic advice and counsel, attending other project-related meetings, monitoring client and team communications and reviewing project materials and reports. A public outreach summary will be created at the completion of the project.

2. Construction Phase Public Outreach Activities

Task 11 - Stakeholder/Property Databases

Lucy & Company will review various community resources and gather data about community leaders, activists, organizations and other pertinent community members to develop a comprehensive stakeholder database. In addition, a property database was purchased for contacting the appropriate property owners about the project.

It is recommended that additional funding be added to this task so Lucy & Company can continue to provide the appropriate stakeholders with an adequate level of outreach throughout the completion of the project.

In addition, since costs for purchasing only one property database were included in the original budget, it is recommended that additional direct costs be added so an updated property database can be purchased as the project progresses. This will help ensure that the appropriate contacts are reached through outreach efforts and that the database used for mailings is not out-of-date.

Deliverables:

- ◆ Updated stakeholder database
- ◆ Updated property database



Task 12 - Community Workshop

Lucy & Company will provide specific construction details to the affected businesses and residents in Old Town prior to construction, a community workshop will be added to the budget for the construction phase. This workshop will serve the purpose of framing the public's expectations for construction. The project team will also provide the affected stakeholders with contact numbers and a list of mitigation measures being taken to lessen the construction impacts.

Deliverables:

- ◆ One community workshop

Task 13 - Newsletter (1) and Postcards (2)

Lucy & Company developed an initial project newsletter in fall 2003. This template will be used in developing another newsletter and two postcards as part of the construction phase budget.

Lucy & Company will develop the first newsletter prior to construction and to announce the community workshop and kickoff construction.

Postcards will be developed to communicate key milestones of the project. The first postcard will be developed and distributed at the midpoint for construction, perhaps to announce a community open-air event on the boulevard, if one is deemed necessary as part of the business preservation plan. The other will be distributed to announce the end of construction and to thank stakeholders for their cooperation during the boulevard revitalization effort.

Deliverables:

- ◆ One newsletter
- ◆ Two postcards

Task 14 - Stakeholder Outreach

It is important for the city to continue working with key stakeholder groups, including the OTMA and property owners who will be impacted by construction, throughout the life of the project. As such, Lucy & Company recommends adding funding to the public outreach budget to effectively communicate with these groups. Six meetings with property owners should be held during the construction phase to discuss the concerns of this group in a setting separate from the community workshops. In addition, presentations to the OTMA should be made during construction for the same purposes.

This task will also include updating the existing fact sheet to reflect project developments and milestones.

Deliverables:

- ◆ Property owner meetings (6)
- ◆ Attendance/presentations at OTMA meetings (2)
- ◆ Update to existing OTEG fact sheet



Task 15 - Media Relations

Lucy & Company will develop up to two news releases or media advisories. Lucy & Company will also conduct the appropriate follow-up to secure placement and provide the client with updates about media coverage.

Deliverables:

- ◆ News release/media advisories during construction (2)

Task 16 - Web Site

Lucy & Company will regularly monitor and update the project Web site. Additionally, a question and answers document (Q&A) not to feature more than fifteen typical public concerns about project construction, will be developed and posted on the Web site

Deliverables:

- ◆ Regular monitoring and maintenance of project Web site
- ◆ Development and posting of Q&A for construction phase

Task 17 - Construction Outreach

Lucy & Company will develop and maintain an e-mail database of key contacts for this project. Based on updates it receives from the construction management team, Lucy & Company will send out bi-weekly e-mail updates to the e-mail database. The updates will be simple and will focus on construction milestones, road detours and other traffic issues. The construction management team will be responsible for providing construction schedules to Lucy & Company.

Deliverables:

- ◆ Develop e-mail database of merchants and other stakeholders
- ◆ Write and distribute bi-weekly e-mail updates to database

Task 18- Construction Posters

During the design phase, various meetings were held with the OTMA and other stakeholders in Old Town Elk Grove. One of the primary concerns for stakeholders in the area is the reduction of customer traffic, due to the heavy construction impacts on the boulevard. To increase community awareness of the revitalization efforts taking place, Lucy & Company will develop posters, featuring the logo, and will distribute the posters to the merchants for display in their windows.

Deliverable:

- ◆ Posters for window display (up to three sets)

Task 19 - Construction Phase Outreach Plan

Lucy & Company will make any adjustments to the scope and provide a timeline as necessary.

Deliverable:

- ◆ Program refinements, as necessary, and timeline



Task 20 - Team meetings

Lucy & Company recommends will attend at least up to eight team meetings throughout the construction phase.

Deliverables:

- ◆ Attend team meetings (8)

Task 21- Project Management

The intense nature of the project during the design phase depleted much of the budget set aside for project management and participation in team meetings. In order to ensure that there is adequate funding to effectively carry out these tasks throughout the life of the project, it is recommended that additional funding be added to this portion of the budget.

Deliverables:

- ◆ Project management throughout construction phase

3. Business Preservation Plan Activities

Task 22 - Business Preservation Plan

Throughout the design phase, business leaders and merchants expressed concern about the impact construction could have on their business traffic. Several feel that construction on Elk Grove Boulevard could lead many would be clients to find other places to shop, dine and entertain. Assisting the businesses with promotional events and marketing could go a long way in helping to ease this concern from the OTMA and others in the construction zone.

Lucy & Company will develop a business preservation plan. To help with writing this plan, research with other municipalities that have conducted similar business preservation efforts will be done. This will include phone conversations. The notes from these conversations will be shared with city staff at a brainstorming session.

The brainstorming session will include all key city staff and consultants, with the stated objective of devising a strategy for business marketing. At the meeting, appropriate parameters will be set on what the city is willing to contribute to this effort and the type of potential promotional opportunities that might be considered.

Using the information obtained through the research and the brainstorming session, Lucy & Company will develop a plan that promotes Old Town and the revitalization efforts taking place and invites community members to visit Old Town businesses during construction. Lucy & Company will coordinate project team review of the draft plan and will finalize the document.



After the plan is finalized, Lucy & Company will prepare a brief PowerPoint presentation that can be used to convey the information to city staff, city council and OTMA members, as necessary.

Deliverables:

- ◆ Phone interviews with other municipalities (up to four)
- ◆ Brainstorming session
- ◆ Draft plan
- ◆ Final plan
- ◆ PowerPoint presentation

4. Bike Study Public Outreach Activities

Task 23 - Stakeholder/Property Databases

Lucy & Company will review other Old Town project database and gather information about community leaders, activists, organizations and other pertinent community members to develop a comprehensive stakeholder database. Additionally, bicycle and recreational interest groups and others will be identified and included in the project database – contacts in addition to those listed on other city project databases.

Lucy & Company will work with the city of Elk Grove to obtain a property database. This will help ensure that residents in the bike study area are notified of project progress and opportunities for public input.

Deliverables:

- ◆ Updated stakeholder database
- ◆ *Updated property database*

Task 24 - Community Workshop

In order to provide specific construction details to the affected businesses and residents in the bike study area, a community workshop will be held at a key study milestone. At the workshop, community input will be gathered about potential bicycle traffic alternatives, community impacts and other information that will contribute to the study. The workshop will help establish lines of communication between the project team and interested members of the public.

Deliverables:

- ◆ One community workshop

Task 25 - Postcard

Lucy & Company will develop a postcard to invite key stakeholders and area residents to the community workshop. The full-color, two-sided, 8.5” x 5.5” postcard will feature the project logo and identity and will be sent to those listed on the stakeholder and property databases.



Deliverable:

- ◆ One 8.5" s 5.5", full-color postcard

Task 26 - Media Relations

One news release will be written and pitched to the local media, including the Elk Grove Citizen and The Sacramento Bee. Lucy & Company will coordinate review and approval of the news release text with the project team. Any articles resulting from media relations efforts will be clipped and distributed to the project team.

Deliverable:

- ◆ Write and pitch one news release
- ◆ Provide news clippings to project team

Task 27 - Project Management

Lucy & Company will develop a project schedule and activity timeline, create monthly activity reports and manage the public outreach budget. Other project management tasks may include providing strategic advice and counsel, monitoring client and team communications and reviewing project materials and reports. A public outreach summary will be created at the completion of the project.



EXHIBIT B

Compensation and Method of Payment

1. Design Phase Budget

Item	Scope/Specifications	Fees	Direct Costs
Research/Stakeholder Survey Principal – 6 Account Supervisor – 20 Project Coordinator – 6	Conduct background research and stakeholder survey—meet one-on-one with up to five key stakeholders and community leaders and conduct phone interviews with up to five additional key personalities.	\$3,550	N/A
Stakeholder/Property Databases Principal – 1 Account Supervisor – 10 Project Coordinator – 20	Research, develop and update a customized stakeholder database (includes conducting a drive-by survey of Elk Grove Boulevard); purchase a property database for notification of the public.	\$2,750	\$460
Community Workshops (2)/ City Council Workshop (1) Principal – 15 Account Supervisor – 36 Project Coordinator – 30	Plan, arrange and facilitate two community workshops, one prior to each stage of the project. Direct costs include facility fees, refreshments, name tags, etc. Additional meetings can be arranged at additional cost.	\$8,460	\$730
Newsletters (2)/Postcards (4) Principal – 12 Account Supervisor – 24 Project Coordinator – 48	Write, design and print two 8.5” x 11”, two-color, two-sided newsletters, and four 8.5” x 5.5”, two-color, two-sided postcards (qty. 1,500). Direct costs include design and printing (postage will be paid via city permit). Additional newsletters or postcards can be produced at additional cost.	\$8,040	\$10,720



Item	Scope/Specifications	Fees	Direct Costs
Community Events (2) Principal – 2 Account Supervisor – 12 Project Coordinator – 16	Coordinate planning, promotion, booth/table creation, participants and materials; help staff booth/table during event. Additional events can be coordinated at additional cost. Direct costs include booth/table production.	\$2,820	\$550
Stakeholder Meetings Principal – 8 Account Supervisor – 16 Project Coordinator – 8	Conduct up to four stakeholder meetings. Includes meeting coordination, agenda and recap.	\$3,560	\$230
Media Relations Principal – 8 Account Supervisor – 12 Project Coordinator – 20	Develop and distribute up to four calendar announcements and news releases and pitch project-related story ideas to local news media and stakeholder organizations.	\$4,020	N/A
Web Site Principal – 3 Account Supervisor – 10 Project Coordinator – 15	Develop and maintain project-related Web page on city Web site.	\$2,675	N/A
Team Meetings (16) Principal – 16 Account Supervisor – 32 Project Coordinator – 16	Attend up to 16 meetings, including kickoff meeting and regular monthly meetings.	\$7,120	N/A
Project Management Principal – 18 Account Supervisor – 36 Project Coordinator – 24 Admin – 24	Includes strategic advice and counsel, reviewing project background materials, client communications, status reports, project schedule and final public outreach report. Based on a 24-month program.	\$9,660	N/A
Incidentals	Postage, copies, couriers, color copies and other incidentals. Only expenses actually incurred will be billed.	N/A	\$2,000



Item	Scope/Specifications	Fees	Direct Costs
Subtotal		\$52,655	\$14,240
SUBTOTAL DESIGN PHASE		\$66,895	

2. Construction Phase Budget

Item	Scope/Specifications	Fees	Direct Costs
Stakeholder/Property Databases Principal – 1 Account Executive – 4 Production Coordinator – 10	Continuously update existing stakeholder database prior to sending additional project mailings. Work with city to obtain an updated property database for notifying the public of upcoming meetings and events.	\$1,280	N/A
Community Workshop Principal – 15 Account Executive – 24 Production Coordinator – 10	Plan, arrange and facilitate one community workshop just prior to the project construction kickoff. Direct costs include facility fees, refreshments, name tags, etc. Also includes presentation to Elk Grove city council at appropriate juncture in project.	\$5,280	\$480
Newsletter (1)/Postcards (2) Principal – 6 Account Executive – 30 Production Coordinator – 10	Write, design and print one run of 2,000, 8.5” x 11”, two-color, two-sided newsletters, and two runs of 1,500, 8.5” x 5.5”, two-color, two-sided postcards. Direct costs include design and printing (postage will be paid via city permit).	\$4,500	\$4,650



Item	Scope/Specifications	Fees	Direct Costs
Stakeholder Outreach Principal – 4 Account Executive – 30 Production Coordinator – 6	Communicate with businesses and affected stakeholders throughout the duration of construction. Includes up to six face-to-face meetings with merchants to provide updates about construction or distribute updated project materials, such as project fact sheets or flyers. Also includes attendance at up to two OTMA meetings to provide project updates and updating and printing of existing fact sheet. Direct costs include up to 1,000 color copies of updated fact sheet.	\$3,900	\$400
Media Relations Principal – 2 Account Executive – 12 Production Coordinator – 3	Develop and distribute up to two news releases or media advisories. Follow up with media to encourage placement.	\$1,665	N/A
Web Site Principal – 2 Account Executive – 10 Production Coordinator – 5	Includes development of construction Q&A for placement on project Web site. Assumes Q&A will feature no more than 15 construction-related questions and answers.	\$1,625	N/A
Construction Outreach Principal – 15 Account Executive – 64 Production Coordinator – 20	Develop e-mail database consisting of stakeholders' and merchants' e-mail addresses, and send bi-weekly e-mail updates to the database providing latest construction news. Construction management team will be responsible for keeping Lucy & Company staff updated about project progress. Includes regular communication with construction management team.	\$9,830	N/A



Item	Scope/Specifications	Fees	Direct Costs
Construction Posters Principal – 2 Account Executive – 8 Production Coordinator – 12	Develop posters for businesses to display. Posters will be developed and distributed prior to the community meeting and prior to and during construction. Direct costs include design and printing of up to 75 (three runs of 25) full-color, 11” x 17” posters.	\$1,960	\$2,510
Construction Phase Outreach Plan Principal – 12 Account Executive – 22 Production Coordinator – 6	Write public outreach plan to customize approach for construction phase. Develop activities timeline. Set implementation goals with project team.	\$4,340	N/A
Team Meetings Principal – 12 Account Executive – 40 Production Coordinator – 4	Prepare for and attend up to eight team meetings. Includes recap of action items after each meeting.	\$5,900	N/A
Project Management Principal – 6 Account Executive – 24 Administrative – 12	Includes strategic advice and counsel, reviewing project background materials, client communications, status reports, updated project timelines and cost estimates, and final public outreach report.	\$3,840	N/A
Incidentals	Postage, copies, couriers, color print outs and other incidentals. Only expenses actually incurred will be billed. Based on 12-month project period.	N/A	\$2,000
Subtotal		\$44,120	\$10,040
SUBTOTAL CONSTRUCTION PHASE			\$54,160



3. Business Preservation Plan Budget

Item	Scope/Specifications	Fees	Direct Costs
Business Preservation Plan Principal – 16 Account Executive – 30 Account Assistant – 8	Conduct research with three to four municipalities about similar revitalization efforts. Prepare for and facilitate workshop with city staff and project team. Write draft plan and coordinate plan review with workshop participants. Finalize and distribute plan. Develop PowerPoint slides for presentation of plan to business community.	\$5,810	\$200
Subtotal		\$5,810	\$200
SUBTOTAL BUSINESS PRESERVATION PLAN PHASE		\$6,010	

4. Bike Study Budget

Item	Scope/Specifications	Fees	Direct Costs
Stakeholder Database Principal – 1 Account Supervisor – 5 Account Executive – 8 Project Coordinator – 9	Research, develop and update a customized stakeholder database for notification of the public; based on current OTEG Improvement project database. Work with city to obtain property database.	\$2,185	N/A
Community Workshop Principal – 5 Account Supervisor – 12 Account Executive – 10 Project Coordinator – 7	Plan, arrange, facilitate and recap one community workshop. Additional meetings can be arranged at additional cost.	\$3,665	\$50



Item	Scope/Specifications	Fees	Direct Costs
Postcard (1) Principal – 2 Account Supervisor – 5 Account Executive – 12 Project Coordinator – 8	Write, design and print one 8.5” x 5.5”, full-color, two-sided postcard (qty. 1,000). Direct costs include design, printing and distribution (postage will be paid via city permit). Additional newsletters or postcards can be produced at additional cost.	\$2,640	\$2,090
Media Relations (1) Principal – 2 Account Supervisor – 3 Account Executive – 7	Develop and distribute up one news release to local news media and stakeholder organizations.	\$1,325	N/A
Project Management Principal – 2 Account Supervisor – 8 Account Executive – 2 Administrative Assistant – 11	Includes strategic advice and counsel, reviewing project background materials, client communications, status reports, project schedule and final public outreach report. Based on a 12-month program.	\$2,055	N/A
Incidentals	Postage, copies, couriers, color copies and other incidentals. Only expenses actually incurred will be billed.	N/A	\$990
Subtotal		\$11,870	\$3,130

SUBTOTAL BIKE STUDY **\$15,000**

SUMMARY OF SUBTOTAL BUDGETS		
Design Phase		\$66,895
Construction Phase		\$54,160
Business Preservation Plan Phase		\$6,010
Bike Study Phase		\$15,000
	GRAND TOTAL	\$142,065



Hourly Rates

Principal	\$150
Account Supervisor	\$120
Account Executive	\$95
Project Coordinator	\$75
Administrative	\$55

Notes:

- ◆ This cost estimate is good for 90 days; revised fees and/or direct costs may be applicable after 90 days.
- ◆ Cost estimate includes services outlined in this agreement including fees, mark-up and tax and does not include services outside the scope of work as described. Any items/tasks outside of the budgeted scope will be billed on an hourly basis.
- ◆ Budget and hourly rates are based on a 12-month project for outreach activities. Activities extending past that period will be subject to new cost estimates and adjusted hourly rates, if applicable.
- ◆ Copy writing and design fees based on one round of major and one round of minor revisions after presentation of first draft. Additional changes may be billed on an hourly basis.
- ◆ The fees are estimates and may actually be lower or higher for various components; the actual costs of each project category may also vary and, as a result, project funds may need to be shifted as necessary within, but not to exceed the project total.
- ◆ Lucy & Company has listed the primary personnel anticipated to work on this project. From time to time, additional personnel may be assigned to this project and will be billed at their applicable billing rate.

In the event the scope and budget included in this proposal are negotiated without Lucy & Company's involvement, we reserve the right to reconsider our participation in the project.

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



TABLE OF CONTENTS
Contract for THE EIDAM CORPORATION dba
LUCY & COMPANY CONSULTANT

	Page
1. SCOPE, TERM AND STANDARDS	1
A. CONTRACT	1
B. CONSULTANT IS INDEPENDENT CONTRACTOR	1
C. NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING	2
D. TERM	2
E. INTENDED USE OF CONSULTANT'S PRODUCT AND MATERIALS	2
2. EMPLOYMENT STATUS OF PERSONNEL	2
A. AGENT OF CITY.....	2
B. EMPLOYEES OF CONSULTANT	3
C. INDEPENDENT INVESTIGATION.....	3
D. COMPLIANCE WITH EMPLOYMENT LAWS	3
E. UNLAWFUL DISCRIMINATION PROHIBITED	3
3. TIME OF PERFORMANCE	3
4. COMPENSATION	3
A. TERMS	3
B. TIME FOR PAYMENT.....	3
5. SUPERVISION, LABOR AGREEMENTS AND PERSONNEL.....	3
A. CONSULTANT SUPERVISES PERSONNEL	3
B. LABOR RELATIONS.....	4
C. PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.....	4
D. APPROVAL OF STAFF MEMBERS.....	4
6. TERMINATION.....	4
A. 90 DAYS NOTICE.....	4
B. OBLIGATIONS SURVIVE TERMINATION.....	4
7. CHANGES.....	4
8. PROPERTY OF CITY.....	5
A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY	5
B. CONSULTANT TO DELIVER CITY PROPERTY.....	5
9. CONFLICTS OF INTEREST.....	5



TABLE OF CONTENTS
Contract for THE EIDAM CORPORATION
DbA LUCY & COMPANY CONSULTANT
(continued)

	Page
A. CONSULTANT	5
B. CITY	5
10. CONFIDENTIAL INFORMATION	5
A. ALL INFORMATION KEPT IN CONFIDENCE	5
B. REIMBURSEMENT FOR UNAUTHORIZED RELEASE	6
C. COOPERATION	6
11. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES	6
A. CONSULTANT PROPERTY	6
B. SPECIAL SUPPLIES	6
12. COMPLIANCE WITH LOCAL LAW	6
A. COMPLIANCE REQUIRED	6
B. PREVAILING WAGES	7
13. REPRESENTATION.....	7
14. SUBCONTRACTING	7
15. ASSIGNABILITY	7
16. INTEREST IN CONTRACT	7
17. FINDINGS CONFIDENTIAL.....	7
18. LIABILITY OF CONSULTANT	8
19. INDEMNITY AND LITIGATION COSTS	8
A. CONSULTANT IS SKILLED.....	8
B. CONSULTANT SHALL INDEMNIFY.....	8
C. LIMITS OF INSURANCE NOT LIMITING INDEMNIFICATION.....	8
20. CONSULTANT TO PROVIDE INSURANCE	9
A. CONSULTANT SHALL MAINTAIN INSURANCE	9
B. CONSULTANT TO PROVIDE EVIDENCE OF INSURANCE	9
C. CITY MAY OBTAIN INSURANCE AT CONSULTANT'S EXPENSE.....	9
D. NO SUSPENSION OF INSURANCE.....	9
E. DEDUCTIBLES	10
F. COVERAGES SHALL NOT LIMIT OBLIGATIONS	10



TABLE OF CONTENTS
Contract for THE EIDAM CORPORATION
DbA LUCY & COMPANY CONSULTANT
(continued)

	Page
G. REQUIRED LIMITS	10
(1) Workers' Compensation and Employer's Liability Insurance	10
(2) Commercial General and Automobile Liability Insurance	10
(3) Professional Liability	11
21. RECORDS	12
22. MISCELLANEOUS PROVISIONS	12
A. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT	12
B. UNAUTHORIZED ALIENS	12
C. GOVERNING LAW	12
D. ASSIGNMENT OR SUBSTITUTION	12
E. ENTIRE CONTRACT	13
F. AMENDMENTS	13
G. CONSTRUCTION AND INTERPRETATION	13
H. WAIVER	13
I. SEVERABILITY	13
J. NOTICES	13
K. AUTHORITY TO EXECUTE	14

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2004-308

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

I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 15th day of December 2004 by the following vote:

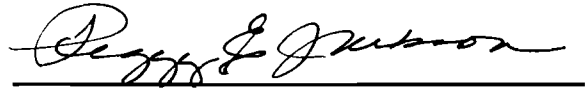
AYES 5: COUNCILMEMBERS: Scherman, Soares, Briggs, Cooper, Leary

NOES 0: COUNCILMEMBERS:

ABSTAIN 0: COUNCILMEMBERS:

ABSENT 0: COUNCILMEMBERS:





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