

RESOLUTION NO. 2004-171

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH QUINCY
ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE WEST STOCKTON BOULEVARD OVER LAGUNA CREEK BRIDGE
REPLACEMENT PROJECT**

WHEREAS, replacement of the West Stockton Boulevard Bridge over Laguna Creek will provide for increased public safety with regard to vehicular, pedestrian, and drainage related considerations; and

WHEREAS, the City of Elk Grove requires professional services for project design, preparation of construction documents, and related engineering services for the West Stockton Boulevard over Laguna Creek Bridge Replacement Project; and

WHEREAS, Quincy Engineering, Inc. is the design consultant for the Sheldon Road/State Route 99 Interchange and was the designer of record for the East Stockton Boulevard Bridge over Laguna Creek. By virtue of this recent experience with nearby projects, Quincy Engineering, Inc. is uniquely qualified to provide the services required by the City in a timely and cost-effective manner.

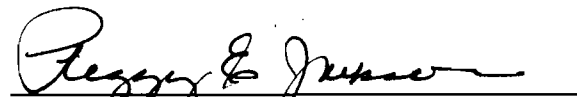
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager to enter into a professional services contract for the West Stockton Boulevard Bridge Replacement over Laguna Creek Bridge Replacement Project for an amount not to exceed \$271,031.

PASSED AND ADOPTED BY THE City Council of the City of Elk Grove this 21st day of July 2004.



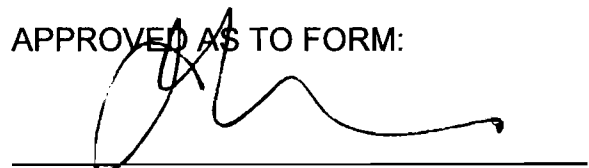
SOPHIA SCHERMAN, MAYOR of the
CITY OF ELK GROVE

ATTEST:



PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:



ANTHONY B. MANZANETTI,
CITY ATTORNEY

CITY OF ELK GROVE



CONTRACT FOR
QUINCY ENGINEERING, INC. - CONSULTANT
West Stockton Boulevard Bridge Replacement



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CONTRACT FOR
QUINCY ENGINEERING, INC. - CONSULTANT

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

1. SCOPE, TERM AND STANDARDS:

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

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



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

C. NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING.

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

D. TERM

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

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

It is expressly intended by the parties that the Consultant's work product and materials, whether or not in writing, shall be used for the purposes of providing engineering services for the Sheldon Road State Route 99 Interchange Project – West Stockton Boulevard Bridge Replacement.

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 \$271,030.04 without 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. SUPERVISOR, LABOR AGREEMENTS AND PERSONNEL:

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

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

C. PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.

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

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

6. TERMINATION:

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

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

7. CHANGES:

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



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

8. PROPERTY OF CITY:

A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY.

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

B. CONSULTANT TO DELIVER CITY PROPERTY.

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

9. CONFLICTS OF INTEREST

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

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



10. CONFIDENTIAL INFORMATION

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

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

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

11. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES

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

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



12. COMPLIANCE WITH LOCAL LAW:

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

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

13. REPRESENTATION:

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

14. SUBCONTRACTING:

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

15. ASSIGNABILITY:

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

16. INTEREST IN CONTRACT:

Consultant covenants that it shall take reasonable care to ensure that neither it, nor any of its employees, agents, contractors, subcontractors have any interest, nor shall they acquire any interest,



direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

17. FINDINGS CONFIDENTIAL:

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

18. LIABILITY OF CONSULTANT:

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

19. INDEMNITY AND LITIGATION COSTS:

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

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



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

20. CONSULTANT TO PROVIDE INSURANCE:

A. CONSULTANT SHALL MAINTAIN INSURANCE.

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

B. CONSULTANT TO PROVIDE EVIDENCE OF INSURANCE.

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

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

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

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



which case no less than ten (10) days' prior written notice by certified mail, return receipt requested, must be given to the City.

E. DEDUCTIBLES. Any deductibles exceeding fifty thousand dollars (\$50,000) 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 Longshoremens 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 under its policies or shall furnish separate Certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the insurance requirements stated herein. Commercial general liability coverage shall include independent contractor's coverage, and the Consultant shall be responsible for assuring that all subcontractors are properly insured.

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

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

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

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

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

(3) Professional Liability.

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



professional liability insurance requirements will apply for a three (3) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.

21. RECORDS.

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

22. MISCELLANEOUS PROVISIONS:

A. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT.

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

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

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

D. ASSIGNMENT OR SUBSTITUTION. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant by this Contract. In recognition of that interest, neither any complete nor partial assignment of this Contract, may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City which consent shall not be unreasonably withheld. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Contract entitling



City to any and all remedies at law or in equity, including summary termination of this Contract. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

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

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

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

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

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

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

City:	City of Elk Grove City Manager 8400 Laguna Palms Way Elk Grove, CA 95758
Consultant	Quincy Engineering, Inc. Ivy Lane, Project Manager 3247 Ramos Circle Sacramento, CA 95827-2501 (915) 368-9181



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

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

The original contract was entered into on and has been in continuous effect since, July 2, 2003. As a result some of the Scope of Work has been performed. This amended contract represents and incorporates all previous work performed by Consultant under the original Contract.

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

Approved as to form:

CONSULTANT

Handwritten signature of Alan P. Glen.

Alan P. Glen, Secretary

By: Jeff W. Olson, CFO
for John S. Quincy, President

Approved as to form:

CITY OF ELK GROVE

Handwritten signature of Anthony B. Manzanetti.

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

for Jeff W. Olson, CFO
John S. Quincy, President



EXHIBIT A

Scope of Work

TASK 1 – PROJECT MANAGEMENT/COORDINATION

Kickoff Meeting: Consultant will conduct a meeting that will allow key personnel from the City and the Quincy Engineering Team to thoroughly discuss the project scope, concepts, schedule and management and to gather and review all existing information about the project that has not been obtained previously. Consultant will bring all affected agencies on board *early* in this phase and will keep them well informed as project development proceeds. The kickoff meeting and site visit will include at least, the City, Caltrans, and the Quincy Engineering Team. Consultant will insure all interested parties will join together to form a cooperative effort focused on *timely* completion of this project.

Project Schedule: Consultant will develop a project schedule using Microsoft Project. The schedule will show each task, start and end dates, and task duration. This schedule will be updated on a monthly basis and submitted to the City.

Project Meetings: Consultant will schedule, prepare agenda items (after discussions with the City), attend, and prepare meeting minutes for distribution. Consultant anticipates up to five meetings to discuss the project status.

Project Progress Reports: Consultant will also prepare and submit monthly progress reports for City review. These reports will include progress-to-date, schedule updates, City action items, consultant action items, work product deliveries, problems encountered with suggested solutions, and anticipated work for the next month.

Coordination: Consultant will provide coordination with the appropriate agencies to keep them current with the project as it develops to assist the City in obtaining project approval. Consultant anticipates telephone discussions and meetings to provide technical input throughout the design of the project. Consultant anticipates up to 30 hours for this coordination effort.

Product: **Kick-off Meeting**
Project Schedule
Project Meetings
Project Progress Reports
Coordination

TASK 2 – SURVEYS

Topographic Survey, Existing Right-of-Way, and Existing Property Lines: A topographic survey (metric) will be completed by Topographic Surveys, Inc. (TSI). This field survey will be used to develop the project base plans. Spot elevations will be obtained of the existing structure with a special emphasis on the abutment and pier locations and the creek bottom. Existing roadway facilities, utilities,



and other physical features will be identified to accurately define the existing conditions at the project site. Trees and shrubs within the project area will also be shown. Existing right-of-way information will also be obtained from the City for incorporation in the site plan. Private property lines will also be included.

Stream cross-sections will also be developed by TSI for use in the *Design Hydraulic Study*.

Product: **Topography Survey**
Existing City Right-of-way Information
Establish Private Property Lines

TASK 3 - GEOTECHNICAL INVESTIGATION

Anticipated Subsurface Conditions - Based on Kleinfelder's experience and review of existing geotechnical data in the site area, they anticipate subsurface conditions will consist of about 2-to-6 feet of surficial soils and fills placed for the existing West Stockton Boulevard Bridge at Laguna Creek. These soils will likely consist of silts, sands and clays. These materials are typically underlain by a layer of variably cemented silts and sands locally referred to as hardpan as well as dense sands and stiff-to-hard silts and clays to the proposed depth of exploration.

Document Review - Kleinfelder will review pertinent geologic and geotechnical information available in the area of the proposed bridge including subsurface data for the existing East Stockton Boulevard Bridge and the recently constructed State Route 99 Bridge over Laguna Creek.

Kleinfelder anticipates drilling two borings to a depth of about 70 feet below existing grades in the areas of the proposed north and south bridge abutments. The borings would be drilled on West Stockton Boulevard within the existing southbound lane. An engineer from Kleinfelder will maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing. Kleinfelder will obtain local drilling and encroachment permits as required by City and Sacramento County. Upon completion, borings will be backfilled with neat cement grout as required. Traffic control will be provided by Kleinfelder for each boring. This proposal assumes that drill cuttings will be disposed of onsite. If this is not the case, disposal of cuttings can be provided by Kleinfelder at an additional cost.

Laboratory Testing - Laboratory tests will be performed on selected samples to evaluate the density, gradation characteristics, corrosion characteristics, swell potential, strength, and compressibility of the materials encountered during our field investigation. Kleinfelder anticipates laboratory testing will include moisture content, dry unit weight, sieve analysis, Atterberg Limits, direct shear, and/or consolidation. Selected samples will also be tested for corrosivity (pH, electrical resistivity, water-soluble sulfates, and water-soluble chlorides). These test results may be used by a qualified corrosion engineer in designing an appropriate corrosion control plan for the project. In addition, two R-Value tests will be performed for the design of asphalt concrete pavements. The tests selected and the frequency of testing will be based on the subsurface conditions actually encountered.



Report Preparation - Kleinfelder will prepare draft and final Foundation Reports describing the results of our field explorations, laboratory testing, engineering analyses, and design recommendations. Where pile foundations are required, standard Caltrans piles will be recommended. The report will include a "Log of Test Borings" (LOTB) sheet. The LOTB will be provided on a 24" by 36" sheet and will include graphic descriptions of the soil conditions encountered and a summary of the results of laboratory and field tests. The sheet will also show a plan view of the existing and proposed bridge, as well as boring stationing and offsets. The report will include the following:

- A description of the proposed project.
- A description of the surface and subsurface site conditions encountered during our field investigation.
- A description of the site geologic setting and possible, associated geology-related hazards.
- A brief discussion of the corrosion potential of the near-surface soils encountered during our field exploration based on laboratory corrosivity tests performed (NOTE: Kleinfelder does not practice corrosion engineering and, therefore, detailed analysis of corrosion test results is not included in this proposal).
- Recommendations related to the geotechnical aspects of:
 - ◆ Site grading, engineered fill, and cut and fill slopes
 - ◆ Temporary excavations and trench backfill
 - ◆ Pavement design recommendations for the approaches and frontage improvements
 - ◆ Seismic design considerations including Caltrans ARS curves
 - ◆ Stability of existing slopes
 - ◆ Foundation type, depth, and loading
 - ◆ Construction considerations including foundation excavation, pile driving, groundwater, and dewatering.
 - ◆ Earth retaining walls and abutment walls
 - ◆ General soil corrosivity.
- An appendix that will include a summary of the field investigation and laboratory testing programs.

Environmental Assessment - This Scope of Work does not include an assessment of environmental characteristics involving hazardous or toxic substances.

In the event potentially hazardous materials are identified visually or by odor within Kleinfelder's exploratory borings, such borings will be immediately terminated and arrangements will be made to backfill with cement grout. Kleinfelder will notify QEI and the City as soon as possible of such an occurrence in order to mutually decide whether to continue, modify, or cease the remainder of the field exploration program. All costs incurred as a result of encountering suspected hazardous materials would be charged on a time-and-expense basis over and above the estimated fee for the geotechnical site investigation.

Product: **Foundation Report**



TASK 4 – BRIDGE LOCATION HYDRAULIC, DESIGN HYDRAULIC, AND SCOUR STUDIES

WRECO will perform hydraulic and scour analyses for the Team. As part of the City's Environmental Document preparation, they will perform floodplain risk assessment and the bridge *Location Hydraulic Study*. As part of the Preliminary Design and Final Design (PS&E) services, they will perform a hydraulic analysis and a bridge scour analysis.

Review data - WRECO will review available data from the City of Elk Grove, County of Sacramento, SAFCA, FEMA, Caltrans and ACOE. WRECO will coordinate with Consultant to obtain the data from those agencies. The key data will include the previous hydrologic and hydraulic studies, and Caltrans Bridge Inspection Reports.

Field Reconnaissance - WRECO will conduct a field reconnaissance to assess existing conditions in vicinity of the project site and identify potential hydraulic-related design problems for the project.

Hydrologic Data - WRECO will coordinate with the City of Elk Grove, SAFCA and ACOE to obtain the peak design discharges for Laguna Creek. No detailed hydrologic analysis is expected. If there is the need for a detailed hydrologic analysis, WRECO can provide this as an optional scope of work.

Geomorphic Assessment - WRECO will perform a reconnaissance-level geomorphic assessment of the site to identify the stability and erodibility of the creek channel. They will observe the sedimentation level and scour potential of the creek at the project site. The assessment will be taken into account in the design of scour countermeasure and bank protection measure. If a detailed geomorphic analysis is required, WRECO can provide this as an optional scope of work.

Hydraulic Analysis - WRECO will perform a hydraulic analysis to determine the characteristics of the 100- and 50-year runoff events, including water surface elevations (depths) and velocities. They currently have the 2002 HEC-RAS hydraulic models for Laguna Creek and Whitehouse Creek, prepared by others for the CLOMR of Whitehouse and Laguna Creeks in the vicinity of SR99 and Sheldon Pacific Development (effective date: August 14, 2003). For the proposed West Stockton Boulevard Bridge over Laguna Creek, WRECO will analyze the hydraulics for both existing and proposed conditions by updating the models with new channel cross-section surveys and bridge design.

Location Hydraulic Study - WRECO will perform a flood plain risk assessment to determine the flood plain impacts from the proposed project. They will prepare a Bridge Location Hydraulic Study Report for use by the City for the Environmental Document.

Scour Analysis - WRECO will perform a bridge scour analysis to determine the scour potential per the methodology specified in the FHWA's HEC-18 and HEC-23 Manuals. WRECO will work with the Team to evaluate the need for potential countermeasures for scour protection.

Design Hydraulic Study Report - WRECO will prepare a Bridge Design Hydraulic Study Report for the project to summarize the recommendations and results from the hydraulic and scour analyses based on the Team provided bridge design data.



Final Hydraulic Analysis - WRECO will perform the hydraulic analysis for the final bridge design. WRECO will prepare a technical memo summarizing the final hydraulic analysis.

Product: **Review of Existing Hydraulic Information
Location and Design Hydraulic Study Reports**

TASK 5 – PROJECT REPORT

Preliminary Roadway Base Plans and Cross-Sections: The Preliminary Roadway Plans will be developed during this task for the preferred alignment. These plans will define the alignment, both vertical and horizontal, of the bridge and bridge approaches. Early in the project, the Consultants will address the numerous issues affecting the design such as construction staging and access; utility location and accommodation; vertical profile grades; streetlights; and drainage. A preliminary engineering cost estimate will be determined. These plans will be submitted to the City in draft form for their review, comment, and approval.

Construction Traffic Handling: The Consultants will obtain traffic background information such as existing traffic counts, traffic circulation information, and near future traffic conditions from the City. Based on this information, Consultant will identify the impacts of various construction staging strategies as follows:

1. Maintaining two lanes on the bridge.
2. Complete closure of the bridge with traffic detouring.

Bridge Type Selection: The appropriate bridge replacement option will be dictated by public safety, public opinion, environmental and hydraulic concerns, staging, and economics. Depending on the final site information, geotechnical report, hydraulics report and the preliminary environmental findings, the Team will pursue up to three bridge alternatives in this stage of this project. Different foundation types will also be evaluated at this time. The purpose of the *Type Selection Report* will be to evaluate up to two feasible structure alternatives and develop a recommendation for the City's review and approval. The *Type Selection Report* will include:

- Feasible alternative bridge types, span arrangements, and construction methods.
- Concept drawings defining each alternative that will include plans, elevation, and section views as required to illustrate each of the proposed alternatives (similar to our attached plan).
- A description of the advantages and disadvantages of each alternative so that the City can judge each alternative on its own merits.
- Preliminary bridge cost estimate (Engineer's Opinion of Probable Construction Costs) for each alternative. Consultant has included the Caltrans Engineer's Estimate for the new State Route 99 Bridge in our Appendix section.
- Our Team's recommendation as to which of the alternatives is the most appropriate for the site.

Bridge General Plan: Based on the City's approval of the Bridge Type Selection, Consultant will develop a Bridge General Plan for the project. The GP will be submitted to the City in draft form for their review, comments, and approval. Upon approval Consultant will finalize the bridge general plan.



Preliminary Right-of-Way/Easement Investigation: Consultant will determine preliminary right-of-way needs for the project. As schedule dictates, the City can begin preliminary negotiations with the affected parties.

Preliminary Project Construction Cost Estimates: A preliminary construction cost estimate will be prepared for the project. This estimate will include all roadway and bridge elements including striping, signing, utilities, (including street lighting) and construction staging elements. The estimate will be based on preliminary quantities. Construction costs will be compiled using Caltrans cost data and unit prices from similar projects constructed recently within the general geographical area. A 25% contingency for the bridge element costs is added to each total to account for the preliminary nature of the estimates. A 15% contingency will be added to roadway element costs.

Project Report: The above mentioned information will be compiled in a *Project Report* which will be submitted to the City in draft form for their review, comment, and approval. Upon approval Consultant will finalize this report. This report will become the basis for the final design of the project.

Product: **Bridge Type Selection Report**
Preliminary Roadway Base Plans and Cross-Sections
Construction Traffic Study Summary Report
Bridge General Plan
Right-of-Way/Easement Investigation
Preliminary Project Cost Estimate
Project Report

TASK 6 – COMMUNITY OUTREACH

It is Consultant’s understanding that the City will lead the community outreach process and does not intend to utilize Consultant for this effort.

TASK 7 – ENVIRONMENTAL COORDINATION

Consultant understands that the City will be responsible for providing the environmental studies leading to environmental clearance and obtaining the appropriate permits for the project. It will be Consultant’s responsibility to assist the City on a technical level with this process. Consultant encourages the City to have an early meeting with the Caltrans District Local Assistance Engineer (DLAE) to develop a “Preliminary Environmental Studies (PES) Form” as required by the *Local Programs Procedures Manual*. This will help generate early approval from Caltrans on the level of effort anticipated to get environmental clearance for the project. Caltrans will be the lead agency for the NEPA and the City will be the lead agency for the CEQA process. For this bridge project, it is anticipated that an Initial Study/Environmental Assessment will be the appropriate environmental document. Consultant understands that the City will be providing the traffic analysis (if needed) for the environmental document via an on-call contract with Fehr and Peers. It is assumed that and “Initial Site Assessment” will not be required for this project.



Consultant anticipates that the City will need permits from the U. S. Army Corps of Engineers, U. S. Fish and Wildlife (if endangered species or species habitat are affected), California Department of Fish and Game, and the Central Valley Regional Water Quality Control Board. Consultant will assist the City in coordinating with and providing technical project information to these agencies. Consultant will assist the City in implementation of agency requirements in the final design phase. Consultant anticipates up to 80 hours for this coordination effort.

TASK 8 – COORDINATION WITH UTILITY COMPANIES

A determination of affected utilities will be developed based on the information from the survey and from contacting the various utility companies. Coordination with all affected utilities will begin with the circulation of a set of “A” Plans (Base Plans) of the project site. The Base Plans will show the project limits, roadway alignment, right-of-way, and property lines, as well as identify poles, vaults, boxes, manholes, DIs, and known utilities. If a utility is identifiable in the field, Consultant will identify the utility company representative on the plans. These plans will be transmitted under City letterhead to all utility companies. Based on information received from the various utility companies, Consultant will show the utility locations on the Base Plans.

As the project progresses, “B” (90% Project Plans) and “C” (Final Project Plans) plans will be distributed to the affected utility companies. These submittals to the affected utilities will give each adequate opportunity to relocate, protect, or provide input to the final design of the project. Consultant anticipates up to 30 hours for this coordination effort.

Product: “A”, “B”, and “C” Plans
Utility Coordination

TASK 9 – FINAL DESIGN

Bridge Design: The final bridge design will be performed in accordance with Caltrans *Bridge Design Specifications* and other Caltrans design manuals. Design will be based on the “load factor design” method, with HS20-44 (including alternative) and permit truck design live loads. Seismic design will be performed in accordance with the *Bridge Design Specifications* (Section 3.21) and the latest information available from Caltrans Earthquake Research.

Roadway and Striping Design: The final approach design will be performed in accordance with City Standards and Caltrans *Highway Design Manual and Standard Specifications*. Grading, paving, and drainage details will be developed as well as new/existing roadway conformance details including roadway cross-sections (minimum 20 meter intervals). A project title sheet will be developed which will include a location map, utility contacts, City signature blocks, and other appropriate information.

Utility Relocation: The utility relocation/protection will be finalized based on the information obtained from the various affected utilities. If required, openings will be provided for existing and future utilities. Note that all utility PS&Es required for the project will be provided by the utility owners.



Lighting: Y&C will prepare plan, specifications, and estimates (PS&E) for bridge and street lighting for the project. Lighting plans will be based on a base plan obtained from QEI. Y&C will submit lighting PS&E to the City at the 65%, 90%, and 100% levels.

Traffic Handling: Y&C will prepare the construction traffic handling PS&E for the project. In case the existing West Stockton Boulevard is shut down during construction, Y&C will prepare traffic detour plan to detour traffic to other routes. Y&C will submit the traffic handling or detour PS&E to the City at the 65%, 90%, and 100% levels.

The design will address the following issues:

- 1) Constructibility/cost
- 2) Structural efficiency
- 3) Scour/hydraulic capacity
- 4) Seismic design
- 5) Standardization (when possible)
- 6) Construction staging
- 7) Approach alignment (including new/existing transitions)
- 9) Traffic staging, signing, striping, and signals
- 10) Utilities

TASK 10 - DETAILING

The plan sheets will be prepared in CAD according to the City's drafting standards. Plans will be prepared in metric units consistent with the City's and Caltrans *Standard Plans*.

The plans will be submitted to the City at this stage in the design (65% Plans). Open communication between the City's staff and the Consultant's design staff will allow both parties the opportunity for input during the plan preparation stage, ensuring that all design parameters are adequately addressed. Consultant will recommend that a meeting be held upon completion of the unchecked plans to discuss various issues. This should save considerable time in the City's review of the 90% PS&E because most of the major issues will have been previously discussed and addressed.

Product: **Unchecked Plans (65% Plans)**
Progress Meeting

TASK 11 – INDEPENDENT DESIGN AND PLAN CHECK

An independent check of the design will be performed. This involves a complete independent analysis of the project using the unchecked 65% bridge plans/65% roadway plans by an engineer that is not intimately involved in the design. This is a big part of the Quincy QA/QC Plan and is identical to the Caltrans Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised.



TASK 12 – PROJECT SPECIAL PROVISIONS

Project Special Provisions will include Structure and Roadway Special Provisions based on Caltrans *Standard Special Provisions*. Consultant understands that the City boilerplate specifications are based upon the County of Sacramento Standard Construction Specifications. Consultant anticipates that the City will provide these boiler plate specifications on disc. Consultant will combine these and ready the contract documents for the City’s advertisement.

TASK 13 – CONSTRUCTION QUANTITIES AND ESTIMATE

Construction quantities and our estimate of construction costs (Q and E) will be developed for roadway and bridge items. Quantities will be calculated in accordance with Caltrans practice and segregated into Caltrans coded pay items. The estimate will show quantities and costs as well as a project cost summary.

TASK 14 – QUALITY CONTROL AND CONSTRUCTIBILITY REVIEW

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

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

Consultant expects the Plans, Specifications, and Estimate (PS&E) to contain the following plan sheets for a multi-span, reinforced concrete slab structure (the number of sheets may vary depending on the final structure type):

- 1) Title Sheet (Location Map, Legend)
- 2) Typical Cross-Section
- 3-4) Plan and Profile
- 5-6) Construction Details
- 7-8) Drainage Plans and Details
- 9-10) Striping and Signing Plan
- 11) Lighting Plan (Y&C)
- 12-13) Detour or Stage Construction Plans
- 14) General Plan
- 15) Deck Contour Plan
- 16) Foundation Plan
- 17) Abutment Details
- 18) Pile and Bent Details
- 19) Typical Section and Slab Reinforcement
- 20) Log of Test Borings (Kleinfelder)



- 21) As-built Log of Test Borings (Kleinfelder)
- 22-24) Cross-Sections

TASK 15 – SUBMITTAL OF 90% PS&E

The plans, specifications, and estimate, along with design, check and quantity calculations will be submitted to the City at the 90% completion stage. Consultant will work closely with the City to quickly resolve comments generated during their review period. Consultant recommends that a progress meeting be held upon the delivery of the 90% submittal so that the plans, specifications, and estimate can be discussed.

Product: **90% PS&E**
Progress Meeting

TASK 16 – SUBMITTAL OF 100% PS&E

Upon receiving review comments from the City, each comment will be reviewed, discussed, and addressed in writing. All apparent conflicts will be resolved in person or via telephone/fax as necessary. Appropriate modifications will be made to the plans, specifications, and estimate. The PS&E will be resubmitted to the City for final approval. Consultant will submit plans signed by the civil engineer (registered in the State of California), in responsible charge of the design, in accordance with the *Local Programs Manual*.

After the City approves the final PS&E, Consultant will furnish final PS&E package documents to the City for bidding purposes. Our submittal will include one original signed set, one copy, and an electronic version of the special provisions in Microsoft Word format on CD.

Product: **100% PS&E**
Progress Meeting

TASK 17 – BIDDING ASSISTANCE

Consultant's Team involvement in a project does not stop at the delivery of the PS&E. The individuals that were directly involved in the design will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, attend a pre-bid field review and conference with prospective bidders, and provide general consultation to the City to obtain bids. When the construction bids are opened, Consultant will be available to provide analysis and recommendations concerning award of the contract.

Product: **Addenda**
Bid Review
Pre-bid meeting



**TASK 18 – CONSTRUCTION SUPPORT, ADMINISTRATION, AND INSPECTION
(OPTIONAL)**

Consultant will also provide construction management services as required by the City. These services include quality control, materials inspection, and construction documentation, as well as general oversight for contract compliance and conformity to State and Federal funding requirements. This is not part of this scope, but can be added to the scope as requested by the City.



EXHIBIT B
Compensation and Method of Payment

No.	Initial Hourly Rate	AG \$55.38	IL \$41.54	MQ \$46.15	KT \$46.15	DN \$36.92	CD \$37.21	\$27.00	\$28.00	KT \$45.00	JQ \$55.38	\$18.00		
1	Project Management / Coordination	20.0	120.0									40.0	180.0	\$6,812.40
2	Surveys		4.0						8.0				12.0	\$390.16
3	Geotechnical Investigation		4.0	4.0									8.0	\$350.76
4	Hydrology and Hydraulic Analysis		4.0	4.0									8.0	\$350.76
5	Project Report		48.0										48.0	\$1,993.92
5.1	Preliminary Roadway		20.0		8.0		80.0	24.0					132.0	\$4,824.80
5.2	Preliminary Bridge		4.0	24.0		40.0			40.0				108.0	\$3,870.56
7	Environmental Coordination		80.0										80.0	\$3,323.20
8	Coordination with Utility Companies		10.0				20.0						30.0	\$1,159.60
9	Final Design		60.0										60.0	\$2,492.40
9.1	Final Roadway						140.0						140.0	\$5,209.40
9.2	Final Bridge					140.0							140.0	\$5,168.80
10	Detailing		20.0										20.0	\$830.80
10.1	Roadway Detailing								180.0				180.0	\$5,040.00
10.2	Bridge Detailing								180.0				180.0	\$5,040.00
11	Independent Check		8.0										8.0	\$332.32
11.1	Roadway Check				16.0				8.0				24.0	\$962.40
11.2	Bridge Check			80.0					8.0				88.0	\$3,916.00
12	Project Special Provisions		16.0	20.0			40.0						76.0	\$3,076.04
13	Construction Quantities and Estimate		8.0	4.0		4.0	4.0	60.0	8.0				88.0	\$2,657.44
14	QC and Constructibility Review		8.0						8.0	16.0	24.0		56.0	\$2,605.44
15	90% PS&E Submittal		32.0			32.0	32.0		60.0				156.0	\$5,381.44
16	100% PS&E Submittal		16.0			16.0	16.0		40.0				88.0	\$2,970.72
17	Bidding Assistance		8.0			8.0	8.0						24.0	\$925.36
18	Construction Support (Not Included in this Scope)													
		20.0	470.0	136.0	24.0	240.0	340.0	84.0	540.0	16.0	24.0	40.0	1934.0	
		\$1,107.80	\$19,523.80	\$6,276.40	\$1,107.80	\$8,860.80	\$12,851.40	\$2,268.00	\$15,120.00	\$720.00	\$1,329.12	\$720.00		\$69,684.72



Project Name: West Stockton Blvd. Bridge
 Date: 6/16/2004

Direct Labor:	<u>\$69,684.72</u>
Escalation :	
Overhead (1.59):	<u>\$110,798.70</u>
A. Subtotal:	<u>\$180,483.42</u>

Subconsultant Costs:	
(1). Kleinfelder:	<u>\$17,500.00</u>
(2). TSI:	<u>\$12,500.00</u>
(3). WRECO:	<u>\$11,500.00</u>
(4). Y and C:	<u>\$16,500.00</u>
(5). :	
(6). :	
B. Subconsultant Subtotal:	<u>\$58,000.00</u>

Other Direct Costs:	
Outside	
Plotter/Computer	<u>\$600.00</u>
Travel	<u>\$375.00</u>
Phone/Fax	<u>\$0.00</u>
Delivery	<u>\$250.00</u>
Printing: Blue Line	<u>\$400.00</u>
Mylar	<u>\$0.00</u>
8 1/2 X 11	<u>\$150.00</u>
11 X 17	<u>\$200.00</u>

Misc.	
(1). Contingency:	<u>\$3,500.00</u>
(2). :	
(3).	
(4).	
(5).	
(6).	
(7).	
(8).	
(9).	
C. Direct Cost Subtotal:	<u>\$5,475.00</u>

A =	<u>\$180,483.42</u>
Fee (15.0%):	<u>\$27,072.51</u>
B+C =	<u>\$63,475.00</u>
Fee (0.0%):	<u>\$0.00</u>
TOTAL =	<u>\$271,030.94</u>

City of Elk Grove
Quincy Engineering, Inc.
Re: West Stockton Boulevard Bridge Replacement



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

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2004-171

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

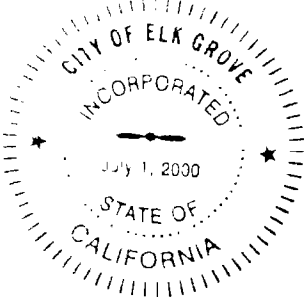
I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 21st day of July 2004 by the following vote:

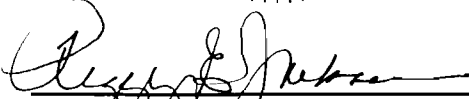
AYES 5: COUNCILMEMBERS: Scherman, Soares, Briggs, Cooper, Leary

NOES 0: COUNCILMEMBERS:

ABSTAIN 0: COUNCILMEMBERS:

ABSENT 0: COUNCILMEMBERS:





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