

RESOLUTION NO. 2003-157

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH
QUINCY ENGINEERING, INC. FOR PROFESSIONAL CONSULTING SERVICES FOR
THE SHELDON ROAD WIDENING PROJECT**

WHEREAS, the City of Elk Grove requires professional services, including preparation of construction bid documents and acquisition of right of way for the Sheldon Road Widening Project; and

WHEREAS, the City of Elk Grove has placed a Request for Proposal for the professional services required for the Sheldon Road Widening Project; and

WHEREAS, Quincy Engineering, Inc. has been determined to be the most qualified firm.


NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager to enter into a contract with Quincy Engineering, Inc. for the professional services required for the Sheldon Road Widening Project in an amount not to exceed \$1,174,232.00.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 20th day of August 2003.



SOPHIA SCHERMAN, MAYOR of the
CITY OF ELK GROVE

ATTEST:



PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:



ANTHONY B. MANZANETTI,
CITY ATTORNEY

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2003-157

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 20th day of August, 2003 by the following roll call vote:

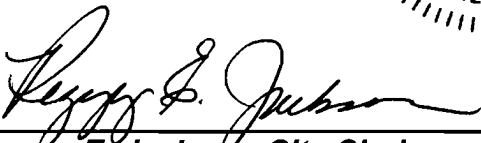
AYES 4: COUNCILMEMBERS: Scherman, Soares, Leary, Cooper

NOES 0: COUNCILMEMBERS:

ABSTAIN 0: COUNCILMEMBERS:

ABSENT 1: COUNCILMEMBERS: Briggs





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

CITY OF ELK GROVE



CONTRACT FOR
QUINCY ENGINEERING, INC., - CONSULTANT
Sheldon Road Widening Project



TABLE OF CONTENTS
Contract for QUINCY ENGINEERING, INC. - 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	4
A. CONSULTANT SUPERVISES PERSONNEL	4
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
A. CONSULTANT	5



TABLE OF CONTENTS
Contract for QUINCY ENGINEERING, INC. - CONSULTANT
(continued)

	Page
B. CITY	5
10. CONFIDENTIAL INFORMATION	6
A. ALL INFORMATION KEPT IN CONFIDENCE	6
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.....	8
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
G. REQUIRED LIMITS	10



TABLE OF CONTENTS
Contract for QUINCY ENGINEERING, INC. - CONSULTANT
(continued)

	Page
(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



CONTRACT FOR
QUINCY ENGINEERING, INC. - CONSULULTANT

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, 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 consulting services for the Sheldon Road Widening 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 \$1,180,458 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. 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 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 fifty thousand dollars (\$50,000) must be declared to, and approved by, the City.

F. **INSURANCE COVERAGE REQUIREMENTS**. 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 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	Alan Glen, Project Manager Quincy Engineering, Inc. 3247 Ramos Circle Sacramento, CA 95827-2501 (916) 368-9181

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

City of Elk Grove
Quincy Engineering, Inc.
Re: Sheldon Road Widening Project



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 _____, 2003, by the parties as follows.

Approved as to form:

CONSULTANT

Alan P. Glen
Counsel for consultant
Alan P. Glen, Secretary

By: *John S. Quincy*
John S. Quincy, President

Approved as to form:

CITY OF ELK GROVE

By: *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

A handwritten signature in black ink, appearing to read "John S. Quincy", is written over a horizontal line.

John S. Quincy, President



EXHIBIT A

Scope of Work

The proposed project is to widen Sheldon Road to four through-lanes and provide turning lanes where needed from Bruceville Road to Elk Grove-Florin Road; this will include the widening of an at-grade Union Pacific Railroad crossing. The widening of Sheldon Road through the State Route 99/Sheldon Road Interchange will be handled as part of the Interchange Project. However, the two projects will be coordinated with common construction conforms.

This scope of work includes the completion of a Project Report; engineering support for the environmental document; completion of plans, specifications, and estimate; right-of-way acquisition; and public outreach.

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

- County of Sacramento Construction Standards or City of Elk Grove Standards, as adopted, for Sheldon Road.

- AASHTO's "Policy on Geometric Design of Streets and Highways" for local roads.

This project will be developed in metric units for compatibility with the SR 99/Sheldon Road Interchange Improvements project.

PRELIMINARY DESIGN

TASK 1 - Initiate Project

Task 1.1 - Kick-Off Meeting

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

Task 1.2 - Preliminary Research

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

Task 1.3 - Field Investigation

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



Task 1.4 - Establish Project Schedule

Quincy Engineering, Inc. will establish and maintain a project schedule to meet the City's project schedule. We will notify the City immediately of any problems that could adversely impact the schedule. Project reviews will be performed by the City of Elk Grove, City of Sacramento, and Caltrans in a timely manner.

Task 1.5 - Design Criteria Memorandum

Quincy Engineering, Inc. will prepare a design criteria memorandum for approval by the City of Elk Grove that includes all geometric design criteria assumptions.

Deliverables: Kick-off Meeting

Field Review

Project Schedule

Design Criteria Memorandum

TASK 2 - Project Management

Task 2.1 - Project Management

Project Management: Quincy Engineering, Inc. will manage the project through a combination of schedule and budget tracking. Coordination and status meetings will be held to review project status, address design issues, obtain any necessary approvals, and monitor costs.

Project Schedule: Quincy Engineering, Inc. will develop a project schedule showing each task, start and end dates, and task duration. This schedule will be reviewed each month and updated and coordinated with the City of Elk Grove as appropriate. In addition, the schedule will be coordinated with the delivery of the SR 99/Sheldon Road Interchange Improvements project.

Public Hearings: The Project Manager and Project Engineer can attend public hearings and / or City Council meetings as part of the preliminary and final design process. The Team will prepare technical information and plans for the City of Elk Grove's use and present the technical aspects of the project and/or provide technical support to the City of Elk Grove as needed.

Task 2.2 - Project Status Reports

Quincy Engineering, Inc. will submit a Project Status Report each month in hard copy and electronic format. The Project Status Report will include the project schedule with tasks or activities in MS Project; progress of work; status of utility coordination and relocation work; updates to project schedule; information and decisions made; deliverables; problems encountered that may affect schedule, budget, and work products with recommendations on mitigation; and anticipated work for the following month.

Task 2.3 - Project Development Team (PDT) Meetings

Quincy Engineering, Inc., with guidance from the City of Elk Grove, will facilitate the formation of a Project Development Team to be used as needed throughout the project delivery process. The Project Development Team will expedite the process by bringing together project sponsors, stakeholders, and interdisciplinary technical experts at key points in the project delivery process to ensure that decision makers are provided with the information needed to make the best project decisions and that decisions are made in a timely manner. The Project Development Team will include representatives from the City of Elk Grove, City of Sacramento, technical experts from the Quincy Engineering Team, and



other parties the City believes could provide expertise and help expedite the process.

Quincy Engineering, Inc. will coordinate Project Development Team meetings, as needed, to review project status, schedule and budget; make decisions; and discuss issues that have the potential of affecting the design, project budget or schedule. Project Development Team meetings will be coordinated with the SR 99/Sheldon Road Interchange Improvements project to ensure compatibility of design and schedule. This scope provides for eight (8) Project Development Team meetings.

Quincy Engineering, Inc. will prepare the meeting agendas in consultation with the City, distribute the agenda prior to the meeting date, arrange for appropriate participants to attend, and distribute meeting minutes to the participants within five days after meetings. Specific Quincy Engineering, Inc. Team members will attend meetings on an as needed basis during the course of this phase.

**Deliverables: Project Schedule
Project Status Reports
Project Development Team Meetings (8)**

TASK 3 - Surveys and Mapping

Task 3.1 - Research/Development/Right-of-Way

Quincy Engineering, Inc. Team surveying and mapping processes consist of a series of subtasks that identify or respond to specific concerns associated with the project. These are as follows:

- Aerial and field topographic mapping (e.g., digital mapping, digital terrain cross-sections and profiles).
- Aerial photography.
- Processing and scanning topography and imagery.
- Analytical aerotriangulation.
- Computer aided mapping.
- Horizontal and vertical control surveys.
- Research and development of right-of-way engineering.
- Development of base maps.

Quincy Engineering, Inc. Team will obtain the following items:

- County as-built or private improvement plans for existing roadway and drainage facilities;
- Survey monumentation; and/or
- Existing surveys and utility locations.

Task 3.2 - Primary Horizontal Control Surveys

Quincy Engineering, Inc. Team will provide field surveying and mapping services to support the design effort for the Sheldon Road improvements that will be compatible to the SR 99/Sheldon Road Interchange project. The following summarizes surveying and mapping tasks that will be performed:

- Horizontal control will be established to Second Order Class 2 classification for permanent monuments and Third Order Class 1 classification or better for temporary monuments.
- There will be a Second Order control point at intervals no greater than one mile, with visibility using conventional survey techniques to at least one other Second Order control point.
- The horizontal control will be extended from existing U.S. National Geodetic Survey



and/or Caltrans stations of Second Order or higher, and correlated to the California State Plane Coordinate System using the North American Datum (1983).

Task 3.3 - Primary Vertical Control Surveys

All vertical control will meet or exceed Third Order specification and be extended from existing U.S. National Geodetic Survey and/or Caltrans benchmarks of Second Order classification. Vertical control will be referenced to National Geodetic Vertical 1929 or 1988 adjustment. The control survey will be balanced using existing benchmarks from on-going improvement projects along State Highway 99.

Task 3.4 - Field Topography Surveys

Based on existing roadway centerline stationing, Quincy Engineering, Inc. Team will provide field surveys will be performed using standard field survey methods to establish utility locations and roadway cross-sections on 20-meter stations. Sufficient survey points will be taken to develop digital terrain models. Intersections will be profiled and planimetrics will be developed with digital aerial photographic techniques used to check and add detail to field survey data.

Task 3.5 - Monumentation

Quincy Engineering, Inc. Team will submit a report with all proposed horizontal and vertical monument locations, prior to installation.

Task 3.6 - Survey Records

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

Task 3.7 - Aerial Photography/Lab Services

Quincy Engineering, Inc. Team will have the project area flown and photographed at an altitude of 1,500 feet above mean terrain with equipment that is appropriate for the production of a design scale plan and profile engineering drawings at a scale of 1:500 metric with 0.5 meter contour intervals.

Task 3.8 - Digital Mapping

Quincy Engineering, Inc. Team will provide a continuous, digital topography map at 1:500 for a corridor centered on Highway 99 and Sheldon Road centerline alignments. The width of the corridor mapping will be 75 meters, each side of centerline at 150 meters. The length of the corridor will be about 150 meters west of Bruceville Road on Sheldon Road to about 150 meters east of Elk Grove-Florin Road.

Quincy Engineering, Inc. Team will provide, at a minimum, the following digital planimetric and topographic information:

- Hydrographic;
- Streets;
- Visible utility features in alignment area;



- Trees, roadways, sidewalks, driveways, buildings, and other such structures/improvements;
- Survey control points;
- Half- meter contours; and
- Spot elevations.

Task 3.9 - Digital Orthophotography

Quincy Engineering, Inc. Team will provide a continuous digital ortho-image of the roadway. The digital orthos will be comprised of pixels no greater than 0.15 meters at a 1:1 scale. The digital orthos will be a minimum of 400 meters wide centered along the alignment.

Deliverables: Surveying
Digital Mapping
Right-of-way Mapping

TASK 4 - Environmental Coordination

City of Elk Grove will provide environmental services as necessary to satisfy the California Environmental Quality Act requirements for the project. Quincy Engineering, Inc. scope includes assisting the City in the coordination of the development of the environmental document which City and Quincy Engineering, Inc. anticipates being a Negative Declaration.

Quincy Engineering, Inc. will prepare engineering exhibits for two public community meetings. The exhibits will convey to the public the major features of the project and the approximate limits of the area impacted by the proposed construction. Exhibits will include a conceptual striping layout superimposed on an aerial photograph at a scale of 1:500 or larger and typical cross-sections for various segments of the roadway showing existing and proposed widths.

Quincy Engineering, Inc. will assist the City of Elk Grove in preparing and identifying additional engineering exhibits for technical studies, exhibits for the environmental document prepared by the City, and other necessary documents, as needed, on the proposed improvements. It is assumed that all engineering exhibits will be traditional plans, profiles, and cross-sections but this scope does not include artist's renderings. If renderings are needed, they can be provided on a time and materials basis.

Deliverables: Engineering Exhibits for Public Community Meetings
Engineering Exhibits for the Environmental Document

TASK 5 - Coordination with Others

Task 5.1 - Union Pacific Railroad and Public Utilities Commission Coordination

In support of the Sheldon Road widening, Quincy Engineering, Inc. will provide coordination with Union Pacific Railroad and the California Public Utilities Commission to ensure compliance with their requirements and to obtain approvals.

Quincy Engineering, Inc. will coordinate a diagnostic meeting at the project site with the Public Utilities Commission, Union Pacific Railroad, City of Elk Grove, and key design team staff. At this meeting, Quincy Engineering, Inc. will assess and evaluate the crossing, discuss plans for the crossing, and determine associated conceptual modifications to the crossing. Quincy Engineering, Inc. will prepare summary meeting notes including photographs, as documentation of the meeting.

Based upon input from the diagnostic meeting, Quincy Engineering, Inc. will prepare a *Public Utility Commission General Order GO-88A* application for modifications to the existing grade crossing. Draft copies of the GO-88A application will be sent informally to the City of Elk Grove, Public Utility



Commission, and Union Pacific Railroad for general concurrence and comment. Quincy Engineering, Inc. will incorporate comments into the final draft application and supply the necessary documents, and filing procedure information, to the City of Elk Grove for the City to formally file. Quincy Engineering, Inc. will coordinate with the Public Utility Commission and Union Pacific Railroad during review of the application. Quincy Engineering, Inc. have assumed that all three parties (Public Utility Commission, Union Pacific Railroad, and the City of Elk Grove) will be in concurrence with the improvements, and have, therefore, assumed that they need not combine this application with proposed improvements to other crossings as mitigation. For the purpose of this proposal, Quincy Engineering, Inc. anticipates that all parties will be in concurrence with the proposed modifications. If this were not the case, the process to submit and to file follow-on appeals to permit denials could be both costly and time-consuming. Quincy Engineering, Inc. sees no reason to expect that the crossing modifications will not have the support of Union Pacific Railroad and the Public Utility Commission.

Quincy Engineering, Inc. will assist other design team members in gaining rights-of-entry for members of the design team who need to access Union Pacific Railroad right-of-way to complete their work. If assigned survey, geotechnical and / or City staff will need to access live track areas during the project they will need railroad safety training, if they do not have it already. Those individuals can receive necessary training through use of a Union Pacific Railroad provided Internet course.

Quincy Engineering, Inc. will prepare a "Basis of Design" document, which will include all rail-related criteria and will serve two purposes:

- To communicate design criteria, clearances, etc. to the design team so that all rail-related criteria are established up front in order to make the design process as efficient as possible.
- To provide this document to Union Pacific Railroad and to the Public Utility Commission as an initial project step in order to gain railroad sign-off on the proposed criteria, thereby avoiding any rework later.

The "Basis of Design" document will include input that will need to be included in the project manual / specifications regarding construction procedures required to maintain safe access during construction so that Union Pacific Railroad safety requirements are met and assured at all times. Quincy Engineering, Inc. will provide input on proposed utility crossing detailing where utilities need to cross under or over tracks to assure Union Pacific Railroad compliance. Signal design and construction will be by Union Pacific Railroad.

During the design process, Quincy Engineering, Inc. Team will review documents with regard to rail issues and will coordinate and obtain Union Pacific Railroad input as required. The railroad will have interest in the temporary facilities and track protection for safe use of tracks during construction, construction procedures and phasing, as well as in the ultimate built facility. If utility crossings are proposed, they can prepare Union Pacific Railroad utility crossing applications, as required. Quincy Engineering, Inc. Team has assumed that all proposed utility crossings will be combined into a single application.

Task 5.2 – Utility Coordination

Quincy Engineering, Inc. will identify and coordinate with all other utility companies or agencies operating utility facilities that may be impacted by the project.



Quincy Engineering, Inc. will contact each utility to obtain their plats showing existing facility information. Quincy Engineering, Inc. will then identify utilities in conflict and will provide this information to the utility companies and agencies. Quincy Engineering, Inc. will be proactive in planning and coordinating with all utility companies and agencies to ensure that no unnecessary delays occur due to utility company and agency reviews, construction, and relocations. Quincy Engineering, Inc. will arrange coordination meetings and, as needed, construction meetings with all utility companies and agencies impacted by the project.

Quincy Engineering, Inc. will work with the City of Elk Grove to issue utility relocation notices, as required. It is assumed that each utility company will design and construct the relocations, as required.

As appropriate, Quincy Engineering, Inc. will reflect either existing utility locations or relocated utilities on the project plans and in the special provisions.

Task 5.3 – Coordination with Federal, State, and Other Agencies

This task provides for up to 40 hours for coordination meetings that may be needed for the review of environmental issues (or permit applications) with State and Federal resource agencies. City of Elk Grove will handle scheduling and conducting of meetings relating to environmental issues.

All other coordination that is specifically associated with deliverables outlined in the tasks is identified in those tasks.

Task 5.4 – One-on-One Property Owner Meetings

Quincy Engineering, Inc. Project Manager and the City of Elk Grove's Project Manager would meet with up to ten (10) property owners to discuss the proposed project and potential impacts to their properties. These meetings would be timed in advance of the public meetings so as to diffuse any potential controversy.

Deliverables: Union Pacific Railroad and Public Utility Commission Coordination Property Owner Meetings

TASK 6 - Traffic Study

Quincy Engineering, Inc. Team will provide for preparation of the traffic report for the Sheldon Road Improvements Project Report. This scope of work does not include the preparation of a transportation impact report for the environmental document. City of Elk Grove will be responsible for the traffic report.

Task 6.1 - Data Collection

Quincy Engineering, Inc. Team will provide available data for use in the existing and design year (2025) conditions analysis. Data requirements include the following:

- Existing and planned roadway geometrics;
- Existing a.m. and p.m. peak hour traffic counts;
- Existing accident data will be obtained from the City of Elk Grove;
- Existing and planned transit service descriptions; and
- Location and use of existing and planned bicycle and pedestrian facilities.

Traffic counts will be collected for the following study locations:

Intersections

- Sheldon Road/Bruceville Road;



- Sheldon Road/Summer Pointe Drive;
- Sheldon Road/Vytina Drive-Sheldon Creek Drive;
- Sheldon Road/Freesia Drive-Springhurst Drive;
- Sheldon Road/Elk Grove-Florin Road; and
- Sheldon Road/Power Inn Road.

Roadway Segments

- Sheldon Road/East Stockton Boulevard to Power Inn Road;
- Sheldon Road/Power Inn Road to Summer Pointe Drive;
- Sheldon Road/Summer Pointe Drive to Vytina Drive;
- Sheldon Road/Vytina Drive to Freesia Drive; and
- Sheldon Road/Freesia Drive to Elk Grove-Florin Road.

Quincy Engineering, Inc. Team will provide a.m. and p.m. peak hour turning movement counts for the study intersections and 24-hour directional counts for the roadway segments.

Task 6.2 - Existing Conditions Analysis

For the existing conditions analysis, Quincy Engineering, Inc. Team will provide analysis of the study intersections listed in Task 1 using analysis procedures described in the *Highway Capacity Manual* (Transportation Research Board, 2000). For roadway segments, the 24-hour counts will be compared to the level of service (LOS) capacity thresholds contained in the City's *Traffic Impact Study Guidelines* (July 2000). The analysis results will contain a.m. and p.m. peak hour levels of service for each intersection and the daily LOS for each roadway segment.

Quincy Engineering, Inc. Team will provide a summary and evaluation available accident data for the past three years on Sheldon Road between Bruceville Road and Elk Grove-Florin Road. Locations with higher than expected rates of accidents will be identified.

In addition to traffic operations, Quincy Engineering, Inc. Team will provide identification of the existing conditions of facilities and services related to transit, bicycling, and pedestrian activity in the project area.

Task 6.3 - Impact Significance Criteria

Before potential impacts of the project are analyzed, Quincy Engineering, Inc. Team will provide confirmation of the significance criteria to be used in the Environment Impact Report.

Task 6.4 - Travel Demand Forecasts

Quincy Engineering, Inc. Team will provide traffic forecasts for design year (2025) conditions using the 2001 version of the SACMET travel demand forecasting model. This traffic model incorporates the regional roadway network and transit improvements included in Sacramento Area Council of Governments recently approved Metropolitan Transportation Plan. The model will be used to generate daily traffic volume forecasts for the study roadway segments and a.m. and p.m. peak hour turning movement forecasts for the study intersections. Specific forecasting scenarios include the following:

- Existing with project conditions;
- Design year (2025) without project conditions; and
- Design year (2025) with project conditions.

Adjustments to the traffic model forecasts under design year conditions will be made by adding the increment of traffic growth between the year 2025 and base year (2000) versions of the SACMET



travel demand model to the traffic counts. Based on the traffic forecasts, Quincy Engineering, Inc. will provide the determination of the ultimate number of lanes required on Sheldon Road (between Bruceville Road and Elk Grove-Florin Road) by the year 2025.

Task 6.5 - Assistance in Development of Proposed Project

Prior to conducting the analysis, Quincy Engineering, Inc. Team will provide assistance in the development of the proposed road widening project including advice on geometrics, potential locations of new traffic signals, median openings, right-turn deceleration lanes, turn restrictions, and bicycle / pedestrian circulation. Up to 16 hours of professional staff time has been budgeted for this purpose.

Task 6.6 - Transportation Impact Analysis

Quincy Engineering, Inc. Team will provide the analysis and study intersections and roadway segments using the traffic forecasts from Task 4 and the analysis procedures identified in Task 2. The impact analysis will focus on the potential traffic impacts of the alternatives under the following scenarios:

- Existing with project conditions;
- Design year (2025) without project conditions; and
- Design year (2025) with project conditions.

The analysis results will contain a.m. and p.m. peak hour levels of service and turn-lane storage requirements for the study intersections and daily levels of service for the roadway segments. The design year analysis will also include a discussion of General Plan consistency.

Impacts will be identified by comparing the analysis results to the significant criteria selected in Task 6.3. For evaluation of transit, bicycle, and pedestrian facilities, Focus will be on the consistency of the proposed project with existing and planned facilities or the services, goals, and policies of the General Plan.

Task 6.7 - Documentation

Quincy Engineering, Inc. Team will provide the transportation impact section of the Negative Declaration or Environmental Impact Report. Up to 12 hours of time has been budgeted to respond to comments on the administrative draft and public review drafts of this section. This task assumes that only one administrative draft will be required.

Deliverables: Existing Conditions Analysis

Traffic Demand Forecast (2025)

Transportation Impact Analysis

TASK 7 - Engineering Studies

The Quincy Engineering, Inc. Team will prepare engineering studies needed for the Project Report and Environmental Document.

A public community meeting is proposed during this task. It should be timed so that enough of the studies are completed to be able to share information with the public regarding preliminary



engineering study results.

Task 7.1 - Drainage Report

Quincy Engineering, Inc. Team will prepare the Drainage Report. This study will review anticipated rainfall and how the resulting storm water will be handled within the project area. Quincy Engineering, Inc. Team will determine if upgrades or changes are needed to the existing drainage facilities. Quincy Engineering, Inc. Team will examine culvert maintenance records and contact City of Elk Grove, City of Sacramento, and County of Sacramento maintenance workers for insights as to the adequacy of the existing drainage system. In addition, Quincy Engineering, Inc. Team will

seek to obtain developer plans submitted to the City of Elk Grove, City of Sacramento, and County of Sacramento that may provide additional information to the existing drainage facilities. The Drainage Report will be reviewed by the City of Elk Grove and City of Sacramento for concurrence. Quincy Engineering, Inc. Team will incorporate appropriate comments into the final report and will provide written response to all comments.

Task 7.2 - Landscape Architecture Study

Quincy Engineering, Inc. Team will provide the Master Plan/Conceptual Planting Plans for the Sheldon Road streetscape. Plans at 30% will be prepared at approximately 1:1000 scale (approximately 100 scale). Prior to a final concept being prepared, Quincy Engineering, Inc. will provide two preliminary concepts to be reviewed with the City of Elk Grove: one utilizing a traditional alternative and the other a more water conserving approach. The preliminary concepts will contain the following:

- Planting concepts proposed, with color rendering.
- Planting concepts will show proposed plant materials.
- Perspective color renderings for each planting concept. Perspective will show planting at maturity. Quincy Engineering, Inc. Team will provide vignettes of a few selected areas to show the landscape element from critical vantage points.

Task 7.3 - Right-of-Way Data Sheet

Quincy Engineering, Inc. Team will prepare preliminary layout plans showing anticipated limits of right-of-way acquisition, temporary construction easements, and permanent easements, and also showing utility relocation needs. This scope estimates that 45 parcels will be impacted by the proposed widening. Quincy Engineering, Inc. Team will develop Right-of-Way Data Sheets to estimate right-of-way and utility relocation costs and the anticipated right-of-way acquisition schedule.

Task 7.4 - Utility Relocation Study

Quincy Engineering, Inc. Team will prepare mapping to show all anticipated utility conflicts, develop a cost estimate for relocation in the Right-of-Way Data Sheet and recommend a schedule for utility relocation prior to construction. There may be some cases where relocation prior to construction is not feasible. In these cases, utilities could be relocated during construction by the contractor or through a coordination clause in the construction contract.

Task 7.5- Prepare Geotechnical Report

This scope provides information for new pavement sections for road widening and overlay recommendations for rehabilitation of existing pavement areas.

Field Exploration



Field exploration will consist of coring the pavement to determine thickness and overlay history, drilling through the core hole to determine aggregate base thickness and to sample subgrade soils, and falling weight deflectometer testing to determine pavement section deflection characteristics. Field exploration within Sheldon Road will be performed at night unless otherwise approved by the City of Elk Grove.

Exploratory Drilling

Quincy Engineering, Inc. Team proposes to explore the subsurface conditions at the site by drilling thirty (30), four-inch diameter borings with a truck-mounted drill rig. A six-inch core of the pavement will be obtained prior to drilling. Depths of exploration will be about two-to-five feet below the present ground surface. An engineer from Quincy Engineering, Inc. Team will maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing. Quincy Engineering, Inc. Team will obtain local encroachment permits as required by the City of Elk Grove. Quincy Engineering, Inc. Team does not foresee the need for drilling permits since the borings will be shallow. Upon completion, borings will be backfilled with the drill cuttings and capped with cold-patch asphalt concrete.

Deflectometer Testing

Deflectometer testing will be performed at 100-foot intervals in each traffic lane. Results will be reported in equivalent Caltrans values. The pavement condition will be observed during deflectometer testing and areas needing removal and replacement will be noted.

Traffic Control

A chase truck with arrow board will be used to shadow the deflectometer. Single-lane closures will be used for the coring and drilling crews. Depending on traffic, single-lane closures may also be needed for deflectometer testing on two-lane portions of the road.

Laboratory Testing

Laboratory tests will be performed on selected samples to evaluate the pavement subgrade quality and index properties of the materials encountered during our field investigation. Quincy Engineering, Inc. Team anticipates laboratory testing will include four R-value tests for the design of asphalt concrete pavements and moisture content, dry unit weight, and/or Atterberg limits. The tests selected and the frequency of testing will be based on the subsurface conditions actually encountered.

Overlay Design

Overlay calculations will be performed in accordance with the Caltrans *Flexible Pavement Rehabilitation Manual* (revised June 6, 2001). Calculations will be performed using both the 50th and 80th percentile deflections.

Report Preparation

Results of Quincy Engineering, Inc. Team's field explorations and engineering analyses will be summarized in a report containing the following:

- A description of the proposed project.
- A description of the surface and subsurface site conditions encountered during our field investigation.
- A discussion of pavement conditions along the project.
- Recommendations related to the geotechnical aspects of:
 - Site preparation and engineered fill.
 - Temporary excavations and trench backfill.



- New asphalt concrete pavement sections and construction.
- Asphalt concrete pavement overlay and construction.
- An appendix that will include a summary of the field investigation including site location and exploration location maps and boring logs, laboratory testing, and deflectometer testing programs.

Deliverables: Drainage Report

Landscape Architecture Study

Right-of-Way Data Sheets

Utility Relocation Study

Geotechnical Report

TASK 8 - Public Outreach

The outreach process will be planned and conducted to ensure that the community is well informed, involved, and educated on this project.

Task 8.1 - Project Mailing List

The Quincy Engineering, Inc. Team will work in collaboration with the City of Elk Grove to develop an inclusive and diverse mailing list of stakeholders. The mailing list, will include interested parties, including key stakeholders, community groups, civic groups, neighborhood associations, business and planning professionals, transportation advocacy groups, environmental groups, elected officials, Local, State and Federal agencies, and various other public individuals, such as, but not limited to:

- Elk Grove Chamber of Commerce;
- Elk Grove elected officials;
- Neighborhood Associations (i.e., Sheldon Road Estates Homeowners Association);
- Land owners/occupants;
- Sensitive land uses (churches, schools - Sheldon High School, businesses - Sheldon Lakes Golf Course, etc.); and
- Others.

The Quincy Engineering, Inc. Team will utilize MetroScan, a database development computer software program that can be tailored to the project area in developing the property owner mailing list.

The Quincy Engineering, Inc. Team will utilize this mailing list to identify participants for the public workshops. The mailing list is estimated to consist of stakeholder(s) and general public distribution of up to 1,500 names.

Task 8.2 - Project Newsletters

The Quincy Engineering, Inc. Team will produce two project newsletters to be sent to the above stakeholder mailing list during the project. These newsletters will serve as informative educational pieces and provide an opportunity to announce and invite the community to attend the public workshops. The newsletters will be a one-page, front and back, sized 8 ½" x 11", two-color self-mailer. The newsletters will be mailed to the public three weeks prior to each workshop to ensure high attendance.



Task 8.3 - Public Workshops

The Quincy Engineering, Inc. Team will hold two public workshops. The first public workshop will be held at the beginning of the project and serve as a visioning session and an opportunity to introduce the project, discuss schedule and goals and gain input on community concerns and design issues. The second public workshop will be held mid-way through the project and offer the community an update of the project status and how their comments and suggestions from the first open house have been incorporated into the project plan.

Quincy Engineering's Project Manager and Project Engineer will attend these two workshops and will be prepared to present the project features. Quincy Engineering, Inc. can conduct these meetings, if desired by the City of Elk Grove. It is assumed that City of Elk Grove will present the environmental findings of the project.

The Quincy Engineering, Inc. Team will be responsible for all event logistics including room rental, room set up and clean up, sign-in, nametags, refreshments, comment cards and a written workshop summary. In order to attempt to capture everyone's comments, participants will have the opportunity to fill out comment cards at each station. The Quincy Engineering, Inc. Team will take extra steps to ensure high attendance and participation at the public workshop and make personal reminder phone calls to stakeholders. The Quincy Engineering, Inc. Team also recommends placing an advertisement in the Sacramento Bee *Neighbors, Elk Grove/Laguna Edition* prior to the public workshop to encourage attendance. The Quincy Engineering, Inc. Team graphic designer will be responsible for designing the advertisement. Upon approval from the City of Elk Grove, the Quincy Engineering, Inc. Team will also be responsible for working with the Sacramento Bee to place the ad prior to each workshop.

Task 8.4 - Media Relations

To keep the public and community accurately apprised of the project's status, the Quincy Engineering, Inc. Team will work in conjunction with City of Elk Grove's staff to draft two press releases. The first press release will be sent out to the media prior to the first public workshop with the second press release to be distributed before the second and final workshop. The Quincy Engineering, Inc. Team will work with the Sacramento Bee, Elk Grove Citizen and Laguna Citizen to place the public workshop details in the "Community Calendar" sections of these papers.

Deliverables: Project Mailing List

Project Newsletters

Public Workshops

Media Relations

TASK 9 - Prepare Preliminary Geometric Plans (30% Plans)

Quincy Engineering, Inc. will develop preliminary geometric plans for the proposed widening. Quincy Engineering, Inc. will develop:

- Horizontal alignments.
- Vertical alignments of Sheldon Road.
- Typical cross-sections.
- Intersection designs.



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

Deliverables: Preliminary Geometric Plans (30% Plans)

TASK 10 - Prepare Preliminary Costs Estimates

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

TASK 11 - Project Report

Task 11.1 - Draft Project Report

Quincy Engineering, Inc. will prepare a draft Project Report and submit it to the City of Elk Grove for review and comments. This report will provide a summary of all design decisions to allow the City to approve the basis of final design.

Task 11.2 - Finalize Project Report

Based upon comments received during the circulation of the draft Project Report, Quincy Engineering, Inc. will revise and submit the final Project Report to the City of Elk Grove for approval.

Deliverable: Project Report (Draft and Final)

FINAL DESIGN PHASE

TASK 12 - Prepare Plans, Specifications, and Estimate.

Quincy Engineering, Inc. will prepare and submit 65%, 90%, and 100% plans, specifications, and estimate. This scope allows for one Project Development Team Meeting after the 65% and 90% submittals. Quincy Engineering, Inc. will prepare the submittals according to City of Elk Grove standards.

Task 12.1 - Prepare Draft Plans

Quincy Engineering, Inc. will prepare draft roadway contract plans. We anticipate that the following types of plan sheets will be needed for each segment. The anticipated number of plan sheets for each type is shown in parentheses.

Sheldon Road Improvements
♦ Title Sheet (1)
♦ Typical Cross Sections (1)
♦ Layouts and Profiles (including utilities) (12)
♦ Construction Details (2)
♦ Drainage Plans (12)
♦ Drainage Profiles (4)
♦ Drainage Details (2)
♦ Drainage Quantities (1)
♦ Construction Area Signs (1)
♦ Pavement Delineation & Sign Plans (11)
♦ Summary of Quantities (2)



◆ Planting and Irrigation and Details (29)
◆ Traffic Signal Plans (10)
◆ Traffic Signal Interconnect Plans (6)
◆ Temporary Traffic Signal Plans (5)
◆ Street Lighting and Electrical Systems Plans and Details (8)
Total Roadway Plans (107)

Quincy Engineering, Inc. Team will prepare all plan sheets including the following:

- Signal, signal interconnect, temporary signal, lighting and electrical systems plans.
- Planting and irrigation plans and details.

Preparation of Traffic Signal Plans

Quincy Engineering, Inc. Team will prepare traffic signal modification plans for the following intersections:

- Sheldon Road / Bruceville Road;
- Sheldon Road / Power Inn Road;
- Sheldon Road/Vytina Drive-Sheldon Creek Drive;
- Sheldon Road/Freesia Drive-Springhurst Drive; and
- Sheldon Road/Elk Grove-Florin Road.

Quincy Engineering, Inc. Team will obtain as-built plans and base maps and field check existing conditions including intersection lane geometrics. Potential conflicts between overhead/underground utilities, drainage facilities, etc. and new equipment will be noted.

Draft signal plans, specifications, and estimates will be prepared for the five intersections and submitted to the City of Elk Grove for review and comment.

Subtasks necessary for draft (90%) submittal include:

- Preparation of detailed traffic signal modification designs including existing equipment to remain, existing equipment to be removed, new equipment to be installed, and the conductor and equipment schedules;
- Preparation of detailed design at 1:200 metric scale for signal plans;
- Preparation of special provisions;
- Preparation of cost estimates for the traffic signals;
- Review by engineer in responsible charge; and
- Submittal of preliminary plans, specifications, and estimates.

Quincy Engineering, Inc. Team will prepare the final (100%) plans, specifications, and estimates based on comments received from the City of Elk Grove. Subtasks necessary for final submittal include:

- Revision of the plans, specifications, and estimates to incorporate review comments; and
- Preparation of final plans, specifications, and estimates package for advertisement.

Prepare Traffic Signal Interconnect Design

Quincy Engineering, Inc. Team will prepare draft plans, specifications, and estimates for the traffic signal interconnect on Sheldon Road from Bruceville Road to Lewis Stein Road and from East Stockton Boulevard to Elk Grove-Florin Road. The Draft Plans, Specifications, and Estimates will be submitted to the City of Elk Grove for review and comment. Quincy Engineering, Inc. Team will



prepare the final plans, specifications, and estimates based on comments received from the City.

Prepare Temporary Traffic Signal Design

Quincy Engineering, Inc. Team will prepare plans, specifications, and estimates for the design of temporary traffic signals for the five signalized intersections on Sheldon Road. It is assumed that one temporary traffic signal design per intersection will be required.

Subtasks necessary for draft submittal include:

- Preparation of temporary traffic signal installation designs for the five intersections identified above based on one stage of construction;
- Preparation of the detailed design at 1:200 metric scale for temporary signal plans;
- Preparation of special provisions;
- Preparation of a cost estimate for the temporary traffic signals;
- Review by engineer in responsible charge; and
- Submittal of the preliminary plans, specifications, and estimates.

Quincy Engineering, Inc. Team will prepare the final plans, specifications, and estimates based on comments received from the City of Elk Grove.

Prepare Street Lighting and Electrical Systems Design

Quincy Engineering, Inc. Team will obtain as-built plans and field check the existing lighting systems. Potential conflicts between overhead/underground utilities, drainage facilities, etc. and new equipment will be noted.

Quincy Engineering, Inc. Team will prepare the preliminary lighting plans for Sheldon Road between Bruceville Road and Lewis Stein Road and from East Stockton Boulevard to Elk Grove-Florin Road.

Subtasks necessary for draft submittal include:

- Identification of lighting requirements at the intersections and midblock;
- Establishment of electrolier placement along Sheldon Road;
- Draft detailed design at 1:500 metric scale for lighting plans;
- Preparation of special provisions;
- Preparation of a cost estimate for the lighting system;
- Review by engineer in responsible charge; and
- Submittal of the preliminary Plans Specifications and Estimates.

Quincy Engineering, Inc. Team will prepare the final Plans, Specifications and Estimates based on comments received from the City of Elk Grove. Subtasks necessary for final submittal include:

- Revision of the plans, specifications, and estimates to incorporate comments; and
- Preparation of the final plans, specifications, and estimates package for advertisement.

Prepare Planting, Irrigation Plans

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

Task 12.2 - Prepare and Submit 65% Draft Plans

Quincy Engineering, Inc. will prepare and submit 65% plans, quantities, and estimate to the City for review and comment. This scope allows a Project Development Team Meeting to be held after the



review period to expedite the comment period and to assist in the communication within the Team.

Task 12.3 - Independent Design Check

An independent check of the proposed design will be performed at this stage. The plans will be reviewed for completeness, constructibility, and conformance to design criteria. This involves a completely independent analysis of the project by an engineer that has not been intimately involved in the design. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised as appropriate.

Task 12.4 - Prepare Special Provisions

Quincy Engineering, Inc. will prepare contract technical specifications to be submitted at the 90% and 100% submittals. The technical specifications will be based on the City of Elk Grove's Standard Specifications and Special Provisions. The technical specifications will be submitted with the plans

to the City of Elk Grove according to the City's submittal process. The City of Elk Grove will advertise, award, and administer the construction contract. Quincy Engineering, Inc. will assist the

City of Elk Grove in the advertisement, award, and administration of the contract. Quincy Engineering, Inc. will merge the City's standard specifications with the technical specifications.

Task 12.5 - Prepare Quantities and Estimate

Quincy Engineering, Inc. will prepare cost estimates for the proposed project at 65%, 90%, and 100% submittals.

Quantities will be developed in accordance with standard Caltrans pay items. Caltrans "Construction Cost Database" or other databases as directed by the City of Elk Grove, will be used to estimate item prices. Project estimates will show individual quantities and costs as well as a project cost summary, including appropriate supplemental work items and contingencies.

Task 12.6 – Storm Water Pollution Prevention Plan

The Quincy Engineering, Inc. Team will prepare a Storm Water Pollution Prevention Plan in conformance with the requirements of the Sacramento Stormwater Management Program, Chapter 6 – City of Elk Grove Specific Implementation Plan. The Plan will be prepared utilizing the plans and developed concurrently with the 90% milestone. -

The latest requirements of the Sacramento County Erosion and Sediment Control Standards and Specifications and the City of Sacramento Guidance Manual for On-Site Stormwater Quality Control Measures will be used. The Storm Water Pollution Prevention Plan shall include best management practices for construction activities for erosion, sediment, and water quality control measures. To the greatest extent practicable, temporary and permanent facilities will be overlapped to minimize disturbances and costs. The Storm Water Pollution Prevention Plan will be prepared for use by the City of Elk Grove. Any comments that arise from the City review will be responded to and incorporated as appropriate prior to final submittal.

Task 12.7 - Quality Assurance/Quality Control and Constructibility Review

As an integral part of the Quincy Engineering, Inc. Quality Assurance, Quality Control and Constructibility Review Program, a senior level engineer will review the entire draft plans, specifications, and estimates (90% plans, specifications, and estimates) package for uniformity, compatibility, and constructibility.

The review will include comparing for conflicts or inconsistencies, and to ensure 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 ensure that each construction item has been covered.

Task 12.8 - Submit 90% Draft Plans, Specifications, and Estimate

Quincy Engineering, Inc. will revise the 65% plans based on comments received. We will then prepare and submit 90% plans, specifications, and estimate. Quincy Engineering, Inc. will conduct a Draft PS&E adjudication meeting to review the submittal with the Project Development Team. Quincy Engineering, Inc. will incorporate the review comments into the final 100% Plans, Specifications, and Estimates submittal and provide a summary of responses to the comments. After comments are received, a 100% (final) set of plans, specifications, and estimate will be prepared.

Provided at 90% Plans, Specifications, and Estimates will be:

- Five (5) sets of 11"x17" plans
- Five (5) copies of draft special provisions
- Five (5) copies of engineer's estimate
- Five (5) sets of 11" x 17" copies of the draft Storm Water pollution Prevention Plan.

Task 12.9 - Prepare Resident Engineer's File

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

Task 12.10 - Prepare Surveyor's File

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

Task 12.11 - 100% Final Plans, Specifications, and Estimate Submittal

This phase incorporates comments from draft plans, specification, and estimates and produces final plans, specifications, and estimates ready for advertisement. Upon receiving comments from the City, Caltrans, and other stakeholders, each comment will be reviewed, discussed and addressed in writing. All apparent conflicts will be resolved in person via telephone / fax as necessary.

The QEI Team will finalize roadway plan sheets, special provisions, and cost estimate based upon response to meaningful comments received from the Draft PS&E submittals.

Provided at 100% plans, specifications, and estimates will be the following:

- Ten (10) sets of 11"x17" plans
- Ten (10) copies of special provisions
- Three (3) copies of engineer's estimate
- Cross-sections at 20-meter intervals
- Roadway earthwork calculations
- Two (2) copies of Resident Engineer File
- Two (2) copies of the Surveyor's File
- Five (5) copies of the approved Storm Water Pollution Prevention Plan
- One (1) copy of the "Response to Comments"
- One (1) full size reproducible set of plans
- One (1) reproducible set of specifications



Deliverables: 65% Plans and Estimates
Quality Assurance, Quality Control and Constructibility Review
90% Plans, Specifications, and Estimates
100% Plans, Specifications, and Estimates

TASK 13 - Obtain Permits

City of Elk Grove will obtain the environmental permits for the projects, if needed.

This scope provides 24 hours to prepare exhibits that City of Elk Grove will need for the permit applications, if needed.

TASK 14 - Right-of-Way Appraisal and Acquisition

Upon review of the project site and available resources, the scope of work for right-of-way services estimates 45 parcels will be impacted by the proposed improvements, including three property owners requiring relocation assistance services.

Task 14.1 - Prepare Right-of-Way Maps and Legal Descriptions

Quincy Engineering, Inc. Team will obtain and review recent information regarding existing right-of-way and parcel ownership within the project limits.

Quincy Engineering, Inc. Team will prepare a right-of-way exhibit map to show current information regarding parcel ownership and right-of-way boundaries within the project limits. This information will be shown on an exhibit map.

After identification of the right-of-way boundaries and parcels affected, title reports will be acquired for each parcel. Upon review of each title report, Quincy Engineering, Inc. Team will prepare a ready to record Record of Survey map showing the alignment and associated right-of-way for the proposed improvements.

Plats and legal descriptions for each parcel requiring acquisition will be prepared along with associated construction easements.

Task 14.2 - Right-of-Way Appraisal

Quincy Engineering, Inc. Team will provide right-of-way appraisal services for the project.

Appraisal and Appraisal Review

Appraisal

All appraisals will fully meet accepted professional appraisal standards. The appraisals will conform to the Caltrans *Appraisal Manual* and the requirements of the Office of Real Estate Appraisers of the State of California.

- Complete an appraisal of each property in accordance with Federal and State policy. Each property owner shall be contacted and offered the opportunity to accompany the appraiser during the inspection of the property.

An appraisal report shall be prepared for each parcel and shall include, at the minimum, the following information:

- The purpose and function of the appraisal, including limiting factors and conditions.
- Description of the physical characteristics of the property being acquired in addition to the highest and best use of property.



- A discussion of all relevant and reliable approaches to value. In most cases this will necessitate the use of the sales comparison approach only.
- A description of comparable sales relied on in the determination of value.
- A statement of the value of the property rights to be acquired, including damages to the remainder.
- A signed certification of the appraiser, and the effective date of the valuation.

Appraisal Review (Caltrans Requirement)

- Complete an appraisal review for each acquisition in accordance with Federal and/or State policy. The appraisal review shall include a check of all mathematical calculations and a determination that all relevant and appropriate appraisal methodologies have been employed. The reviewed appraisal shall be forwarded to the City of Elk Grove for the purpose of establishing the amount of just compensation in accordance with Federal and State laws. The amount of just compensation shall not be less than the approved appraisal.

Task 14.3 – Right-of-Way Acquisition

The Quincy Engineering, Inc. Team will provide right of way acquisition services for the project.

Acquisition Process

Acquisition services include all contacts with the property owner for the purpose of negotiating for the purchase of the real property interest. Services to be provided include:

- Preparation of the offer letter and other related documents based upon the review appraiser's accepted fair market value.
- Preparation of the purchase agreement and conveyance documents.
- Meeting with property owners to discuss the project in general, reviewing right-of-way maps and legal descriptions, confirming information about occupants/owners and making the official first written offer.
- Explaining the offer; maintaining follow up contacts and securing the necessary documentation upon acceptance of the offer for closing.
- Responding to property owner inquiries verbally and in writing.
- Maintaining contact reports for each parcel with all pertinent information and contacts concerning the parcel.
- Maintaining the parcel files of original documentation related to the purchase of the real property.
- Providing recommendation and supporting documentation for consideration during the administrative review process.
- Continuing personal negotiations with property owner until agreement is reached with the owner, or impasse is reached. Negotiations shall consist of a minimum of three personal contacts.

Signed purchase agreements shall be transmitted to the Firm promptly for acceptance and processing.

Condemnation Support



When impasse is reached and condemnation is being pursued, Quincy Engineering, Inc. Team shall provide the City of Elk Grove or its legal counsel with a complete parcel file including the appraisal, negotiation records and all other correspondence for each condemnation parcel. Services provided to the condemnation attorneys include:

- Appearing as an expert witness in eminent domain proceedings as directed by the City of Elk Grove and the assigned legal counsel.
- Delivery of the complete parcel file, including the title report, legal description, appraisal, negotiation records, and all correspondence.
- Assisting the attorney with locating property owners and other interest holders.

Following impasse, any court preparation or testimony work performed by the Quincy Engineering, Inc. Team shall be authorized by the City of Elk Grove as extra work and paid for at Quincy Engineering, Inc. Team hourly rates.

Coordination with Caltrans

Universal shall coordinate the right-of-way appraisal and acquisition process with the Caltrans District 3 Local Assistance Office as necessary.

Title and Closing Services

The Project Manager will ensure that all closings are accomplished in a timely manner through continued coordination with the Title Company handling the escrows. Quincy Engineering, Inc. Team will work closing with the chosen title companies to make sure that good title is obtained. These services include:

- Reviewing updated title.
- Opening escrow, depositing funds and documents, preparing escrow instructions, and monitoring closing of escrows.
- Assisting Title Company in obtaining releases of liens, mortgages and encumbrances of record.
- Preparing warrant requests to the City of Elk Grove with proper supporting documentation including recommended resolution of title issues.
- Verifying and coordinating the clearing or prorating of taxes and assessments.
- Coordinating closings and attending all meetings.
- Reviewing the final title policy to make sure that it reflects only those title exceptions that the City of Elk Grove had agreed to accept.
- Submitting a completed property acquisition report for each property, including transfer of all pertinent correspondence and files to the City.

Task 14.4 - Relocation Assistance Services

When residential or business properties are acquired, relocation assistance services shall include:

- Preparation of the Relocation and Assistance Program entitlements in accordance with the Federal and/or State Uniform Relocation Laws and Regulations.
- Participation in informational meetings and/or public hearings.
- Preparation of relocation plans and analysis.
- Conducting a personal, on-site interview of displaced businesses and consider business relocation needs and special zoning requirements.
- A review of the availability of replacement business sites and a comparison to the needs of the relocated business.



- Informing the business of available relocation assistance, explaining the relocation process, and providing advisory assistance to displaced business (i.e., the explanation of entitlements and eligibility; obtaining accurate inventories of personal property to be relocated; obtaining cost estimates and/or verification of actual cost incurred; and assisting in the completion of documentation for payment of entitlements.)
- Distributing the relocation assistance brochure, "Notice to Vacate", and other notices as required.
- Monitoring the move of personal property to replacement location.
- Preparing necessary payment documentation and delivering reimbursement checks and other appropriate payments to displacees.
- Maintaining current and accurate parcel records and contact diaries for the relocation.
- Assisting displacees in filing appeals and providing the City of Elk Grove with documentation of activities for any appeal received.

Task 14.5 - Property Management

In some instances, short-term occupancy of the property may be permitted by the City of Elk Grove. When approved, an extended occupancy agreement will be entered into with the occupant. Quincy Engineering, Inc. Team will collect rental payments and ensure the property remains in a safe and habitable condition during the period of the occupancy.

Once the property is vacated, the property management activities Quincy Engineering, Inc. Team will provide will include the coordination and monitoring of activities related to:

- Preparing an inventory, collecting all keys, notifying the local law enforcement authorities, and assuring initial safeguarding, monitoring, and surveillance of the property.
- Providing boarding of the property and residential lawn maintenance until the property is scheduled for clearance.
- Disconnecting property or fixtures on the real property that can be easily removed, such as air conditioning units. These items will be stored inside the displacement dwelling.
- Coordinating the disconnecting of utility service to the property and the removal of service meters.
- Assisting the Agency in the development of clearance contract specifications and scheduling clearance of improvements.
- Coordinating the work of subcontractors who will be doing actual demolition and clearance work, including, but not limited to:
 - Securing and boarding up properties as they are acquired and vacated.
 - Periodic site maintenance and removal of trash and debris.
 - Security of site through routine inspections.
 - Demolition and site clearance.
 - An inspection of all acquired properties to verify whether hazardous or toxic material is present. If such materials are found and/or suspected, the City will be immediately notified.
 - Property management subcontractors will provide demolition services including asbestos and lead-based paint abatement, if necessary.



Task 14.6 - Right-of-Way Certification

Quincy Engineering, Inc. Team will provide right-of-way certification prior to advertising the construction contract. Upon completion of the right-of-way certification documents resulting from the right-of-way acquisition process, the utility relocation process, and railroad agreements, the project can be advertised.

- Deliverable:**
- Record of Survey for Proposed Right-of-Way**
 - Parcel Plats and Legal Descriptions**
 - Right-of-Way Maps**
 - Right-of-Way Appraisals and Acquisition Contracts**
 - Relocation Assistance Services**
 - Property Management**
 - Right-of-Way Certification**

TASK 15 - Utility Relocation

Quincy Engineering, Inc. will prepare utility conflict plans. These will be transmitted to the affected utility companies along with a relocation notice to be signed by the City of Elk Grove. These relocation plans will identify which utilities will require relocation. However, it will be the utility company's responsibility to design the relocations and make arrangements to construct.

- Deliverable:** Utility Relocation Notices

TASK 16 - Prepare Construction Schedule

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

TASK 17 - Bidding Assistance

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

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

Quincy Engineering, Inc. will assist the City in responding to bidders' inquiries, preparing addenda, clarifications, attending pre-bid meetings and bid openings, and providing ongoing consultation and interpretation of the construction documents.

Quincy Engineering, Inc. Team will be available to respond to contractor questions during the bidding process and to meet with the contractor to respond to requests for information and clarifications during construction. Attendance at two meetings has been budgeted.

TASK 18 - Award Recommendation

Quincy Engineering, Inc. will review the bid results and provide recommendations for awarding the contract.



TASK 19- Pre-Construction Meeting

Quincy Engineering, Inc. will attend the pre-construction meeting held between the Resident Engineer and the Contractor prior to the start of actual construction activities. Up to 8 hours of effort have been provided for this task.

Deliverable: Attendance at Pre-Construction Meeting

TASK 20 – Technical Support on Construction Contract Change Orders

Quincy Engineering, Inc. will prepare or review change orders and prepare clarifications of the plans and specifications as requested by the City of Elk Grove.

Quincy Engineering, Inc. will assist the Resident Engineer in order to minimize construction conflicts and to expedite project completion. Quincy Engineering, Inc. will review contractor submittals, and make field observations, at the request of the City of Elk Grove.

Up to 60 hours of effort have been provided for this task.

Deliverable: Technical Support on Construction Contract Change Orders

TASK 21 – Construction Support and Observation

Quincy Engineering, Inc. will respond to contractors' inquiries through Resident Engineer's request. In addition, Quincy Engineering will make field visits to the construction site as requested by the Resident Engineer. The field visits will include discussion with the Resident Engineer to answer questions regarding the ongoing construction activities. Up to 6 site visits are provided for with a total of 60 hours for this task.

Deliverable: 6 Site Visits During Construction to Support Resident Engineer

TASK 22– Finalize Project Records/ Prepare As-Built Record Drawings

Quincy Engineering, Inc. will provide project records in accordance with the Caltrans' Uniform Filing System. In addition, Quincy Engineering will take the Resident Engineer's notes on the contract plans and change orders and prepare As-Built for the project to be submitted to the City. Up to 40 hours of effort have been provided for this task.

Deliverable: As-Built Plans and Project Records

City of Elk Grove
Quincy Engineering, Inc.
Re: Sheldon Road Widening Project



TASK 23 – Post-Construction Audits

Quincy Engineering, Inc. will assist with post-construction audits. Up to 24 hours of effort have been provided for this task.

Deliverable: Post-Construction Audit Support



The following is an estimated schedule of major project milestones. Number of working days shown for each milestones are measured from the Notice to Proceed. Quincy Engineering, Inc. will replace this schedule with a detailed MS Project schedule no more than 30 working days after the Notice to Proceed is issued by the City of Elk Grove. The MS Project schedule will be updated as needed as the project proceeds to completion.

Preliminary Geometric Designs:	110 Working Days
Draft Project Report:	175 Working Days
Final Project Report:	200 Working Days
Right of Way Certification:	525 Working Days
Complete Construction Bid Documents:	550 Working Days
Advertise Construction Contract:	600 Working Days

This schedule is based upon the City of Elk Grove completing the environmental clearance within 200 working days.



EXHIBIT B

Compensation and Method of Payment

Total cost of services under this contract will not exceed \$1,180,458.

Payment by the City of Elk Grove for services provided under this contract will be made within 30 days upon receipt of Quincy Engineering, Inc. invoices as approved by the City Engineer. Invoices may be submitted on a monthly basis as work proceeds.

Estimated Project Costs:

Direct Labor Costs:	\$137,574.
Overhead (1.59):	\$218,743.
Escalation Factor for Multi-year Project:	\$14,253.
Subtotal:	\$370,570.

Subconsultant Costs:	
Topographic Surveys:	\$48,104.
Fehr and Peers:	\$188,540.
TranSystems:	\$21,011.
Kleinfelder:	\$42,400.
Orsee Design Associates:	\$93,448.
Hoyt Company:	\$26,203.
Universal Field Services:	\$332,573.
Subtotal:	\$752,279.

Other Direct Costs:	
Travel (miles):	\$540.
Delivery:	\$200.
Printing:	
Vellum:	\$200.
8 ½ x 11:	\$400.
11 x 17:	\$500.
Subtotal:	\$1,840.

Invoices will be based upon actual labor rates, plus overhead at 159%, plus fee at 15.0%.

Direct costs will be invoiced upon actual cost plus 10.0% fee.

Subconsultant fees will be invoiced at actual cost.

A:	\$370,570.
Fee (15.0%)	\$55,585.
B:	\$752,279.
Fee (0.0%)	\$0.
C:	\$1,840.
Fee (10.0%)	\$184.

Grand Total: \$1,180,458.