

**RESOLUTION NO. 2004-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED CONTRACT  
WITH EDAW, INC. FOR ADDITIONAL ENVIRONMENTAL CONSULTING  
SERVICES FOR THE GRANT LINE ROAD/STATE ROUTE 99 INTERCHANGE  
RECONSTRUCTION PROJECT**

**WHEREAS**, the City of Elk Grove requires the completion of environmental documentation for the Grant Line Road/State Route 99 Interchange Reconstruction Project in order proceed with engineering design and project construction; and

**WHEREAS**, EDAW, Inc. is currently under contract with the City of Elk Grove for development of environmental documents for the Grant Line Road/State Route 99 Interchange Reconstruction Project; and

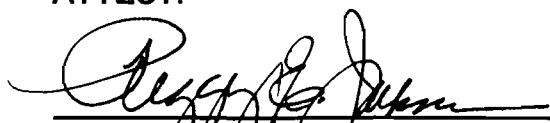
**WHEREAS**, additional environmental consultant services are required to revise and complete the draft Environmental Impact Report, and EDAW, Inc. is the best qualified to complete the draft EIR.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove hereby authorizes the City Manager to enter into an amended contract with EDAW, Inc. for environmental consulting services for the Grant Line Road/State Route 99 Interchange Reconstruction Project for an amount not to exceed \$347,210.47.

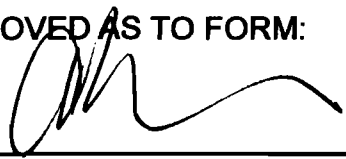
**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 21<sup>st</sup> day of January 2004.

  
for SOPHIA SCHERMAN, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

  
PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:

  
ANTHONY B. MANZANETTI,  
CITY ATTORNEY

# CITY OF ELK GROVE



AMENDED CONTRACT FOR  
EDAW, INC., - CONSULTANT

EIR for the Grant Line Road Interchange Reconstruction Project



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AMENDED CONTRACT FOR  
EDAW, INC. - CONSULTANT

THIS AMENDED CONTRACT is made and entered into between the City of Elk Grove, a Municipal Corporation ("City") and EDAW, 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 October 23, 2004.

**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 revision of Draft EIR for the Grant Line Road Interchange Reconstruction 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 \$347,210.47 without the advance written consent of City.

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





5. SUPERVISION, LABOR AGREEMENTS AND PERSONNEL:

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

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

C. PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.

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

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

6. TERMINATION:

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

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

7. CHANGES:

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



Contract. Any increase in the amount of Consultant's compensation and/or changes in Exhibit A and or Exhibit B must be authorized in advance by the City Manager.

8. PROPERTY OF CITY:

A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY.

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

B. CONSULTANT TO DELIVER CITY PROPERTY.

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

9. CONFLICTS OF INTEREST

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

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



## 10. CONFIDENTIAL INFORMATION

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

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

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

## 11. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES

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

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

## 12. COMPLIANCE WITH LOCAL LAW:

A. COMPLIANCE REQUIRED. Consultant shall keep itself informed of applicable local, state, and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Contract. Consultant shall observe and comply with all



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

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

13. REPRESENTATION:

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

14. SUBCONTRACTING:

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

15. ASSIGNABILITY:

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

16. INTEREST IN CONTRACT:

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

17. FINDINGS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or



organization without the prior written approval of the City, except by court order. However, Consultant shall not be deemed for any purposes a confidential employee of the City.

18. LIABILITY OF CONSULTANT:

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

19. INDEMNITY AND LITIGATION COSTS:

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

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

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



Consultant hereunder. The provisions of Sections 19(B) and 19(C) shall survive the expiration or early termination of this Contract.

20. CONSULTANT TO PROVIDE INSURANCE:

A. CONSULTANT SHALL MAINTAIN INSURANCE.

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

B. CONSULTANT TO PROVIDE EVIDENCE OF INSURANCE.

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

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

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

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

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

F. COVERAGES SHALL NOT LIMIT OBLIGATIONS. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and



shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

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

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

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

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

(2) Commercial General and Automobile Liability Insurance.

The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than one million dollars (\$1,000,000) per occurrence/five thousand dollars (\$5,000) medical per occurrence, and three million dollars (\$3,000,000) 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 three million dollars (\$3,000,000) 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 five (5) 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 EDAW, Inc.  
Francine Dunn  
2022 J Street  
Sacramento, CA 95814

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

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City of Elk Grove  
**Amended Contract for EDAW, Inc.**  
EIR for the Grant Line Road Interchange



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

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

Approved as to form:

  
\_\_\_\_\_  
~~Counsel for consultant~~ Gary D. Jacobs  
Vice President

Approved as to form:

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

**CONSULTANT**

  
By: \_\_\_\_\_  
Curtis E. Alling, Vice President

**CITY OF ELK GROVE**

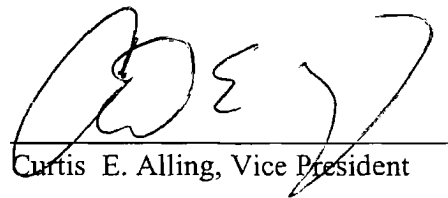
By: \_\_\_\_\_  
John Danielson, City Manager



**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 "C. E. Alling", is written over a horizontal line.

Curtis E. Alling, Vice President



## EXHIBIT A

### Scope of Work

#### OVERALL APPROACH

This work program assumes a thorough update and full recirculation of the EIR, along with preparation of a California Department of Transportation (Caltrans) Natural Environment Study (NES). It is assumed that no others modifications Caltrans technical reports are necessary. This work plan may need to be refined and modified based any substantial changes in the project footprint, once the final design of the interchange is completed by Mark Thomas; or from any additional and significant input received from Caltrans as a result of coordination efforts.

#### WORK PROGRAM

Refinements to the scope of work, budget, and project schedule will occur during Tasks A through C, if needed based on the items above.

#### TASK A: PROJECT INITIATION, ORGANIZATION, AND WORK PLAN DEVELOPMENT

##### Approach

1. Attend initial orientation meetings with City staff (EDAW principal-in-charge/CEQA strategist, project director, and project manager and including subconsultant representatives, if necessary) to review the proposed scope of work and agree on the preferred direction of the CEQA strategy. These CEQA strategy sessions will continue throughout the project to ensure that issues are addressed to the satisfaction of the City and to deal efficiently with any new issues that may arise.
2. Receive any new project information or plans not included in the previous EIR; this information will be used to refine and update the EIR. Complete and updated information required for the EIR includes strengthening of the City's project objectives (as agreed to by the City) and
3. Clarification that the proposed project has independent utility. Additionally, if the site plan has been revised, updated land use data, narrative program description, and design graphic renderings will be needed to sufficiently depict the project and its components. Caltrans input may be required to determine whether the project's design or operational characteristics have changed.
4. Verify and update, as necessary, the three alternatives (green and blue) and alternative site criteria, conceptual site plans, land use data, and narrative program descriptions for project alternatives, sufficient to further define the EIR description of alternatives. The yellow alternative will be moved to the alternatives considered, but rejected from further consideration.
5. Refine the work plan, scope of work, cost estimate, and project schedule based on agreements reached during contract negotiations, information discussed at the initial meetings, and decisions made in CEQA strategy sessions.
6. Review a list of materials to be re-evaluated by the project team, receive any new materials, and disseminate those materials to appropriate team members.
7. Receive any additional existing and new reference and research material related to the project, project site, and vicinity that were not received previously, including base maps, aerial photographs, and recent local initial studies and EIRs; distribute, as appropriate, to project team members.



8. Attend scoping meeting before the Planning Commission.

#### **TASK B: COORDINATE WITH CALTRANS**

##### **Approach**

1. Meet with City and Caltrans staff assigned to the project to discuss any Caltrans concerns.
2. Discuss key issues that could present the need for updates to previously approved technical reports.
3. Discuss schedule and Caltrans' ability to meet the proposed schedule for completion of the environmental documents.
4. Discuss Caltrans' role in the CEQA process and how Caltrans intends to use the EIR

#### **TASK C: REFINE WORK PLAN FOR COMPLETING ENVIRONMENTAL DOCUMENTS**

##### **Approach**

1. Attend a meeting with City staff to review the refined work plan, scope of work, and schedule.
2. Finalize the EIR work program and submit it to the City for approval.
3. Revise the project description section of the EIR, based upon City and Caltrans comments, to include the following:
  - a. Regional and local setting
  - b. Project history, including past ownership and land uses
  - c. Objectives of the project
  - d. Project characteristics, including all discretionary actions required, important project features, and review of zoning

designations, land holdings, and jurisdictional boundaries

- e. Intended uses of the EIR (as required by Section 15124[d] of the State CEQA Guidelines), including a list of responsible and other agencies expected to use the EIR in decision making and a list of approvals for which the EIR will be used

#### **TASK D: PREPARE ADMINISTRATIVE REVISED DRAFT EIR**

##### **Approach**

1. The Revised Draft EIR will address the changed conditions in the baseline/setting since the previous EIR release (based on the new draft General Plan and its policies, new MTP, South Laguna Public Facilities Financing District). The project now consists of two alternative configurations to be analyzed at an equal level of detail (blue and green). The yellow alternative will be moved to the alternatives discussion. Edits to the EIR in the previous Final EIR will be incorporated. If schedule allows, the format of the EIR will be improved.
2. The cumulative impact analysis will need to be expanded to provide a better connection between the project and the development that benefits from it (City and regionally) as well as other development in the region that contribute to cumulative conditions. This includes identification and reference to the South Laguna Public Facilities Financing District, MTP and its EIR, current projects in the Elk Grove area, etc. as part of a clearly stated cumulative setting.

Update the cumulative impact analysis based on the revised CEQA Guidelines. Portions of the Guidelines were overturned since preparation of the previous EIR. A cumulative list of approved, pending, and



reasonably foreseeable projects will be provided by the City.

3. Verify the previously identified effects found not to be significant, in accordance with Section 15128 of the State CEQA Guidelines. This work plan assumes that the rationale for dismissal of those listed topics from further evaluation is still appropriate and accurate.
4. Conduct consistency analysis of the proposed project with the City's draft general plan and define the project's relationship to the South Laguna Public Financing Program.
5. Update existing (i.e., baseline) conditions, revise impact evaluations as necessary, and verify previous mitigation measures or formulate new mitigation measures in light of the new information. Specific topical areas to be addressed, the general approach to be used, and the known issues to be confronted in each section, including cumulative impacts, are described below. An updated and comprehensive evaluation of growth-inducing impacts will be provided in a separate section of the EIR.
  - a. **Introduction.** This section will be expanded to discuss why the Draft EIR is being recirculated and that the entire EIR is being recirculated so that commenters will need to resubmit comments on the Revised Draft EIR. The reason for recirculation will be noted (i.e., substantial changes in the setting conditions based on the new Draft General Plan and MTP). The project history discussion will be modified to take into account changes to 2002.
  - b. **Project Description.** The project description will be modified to take into account the reduction in project alternatives to two (blue and green), the new MTP, and new Draft General Plan.

The project description will be modified to connect the project with the MTP and the South Laguna Public Facilities Financing District and the projects associated with it to show the project's need on a Citywide and regional basis. The project objectives will also be revised and discussions regarding right-of-way take will be modified based on any final design modifications by Mark Thomas.

- c. **Land Use.** This section will be modified based on the City's new Draft General Plan. Information regarding right-of-way and property take and access issues for existing land uses will be discussed. The plans/policies discussion will be revised to reflect proposed new draft land use diagram, MTP, and Metropolitan Transportation Improvement Program (MTIP). Update agricultural conversion data and analysis. Include detailed discussion of general plan consistency that addresses proposed policies with regard to agricultural and land use elements. Update discussion of consistency with Regional Transportation Plan (RTP).
- d. **Public Services.** Confirm or update setting information for water resources and facilities; emergency access, evacuation, and plans; and water quality and drainage. Include analysis of consistency with proposed general plan policies. Address mitigation calling for "proper drainage evaluation" (this could be provided, as an optional task, in a water quality/hydrology analysis or technical report).
- e. **Transportation.** The Transportation section will be revised based on the results of the new traffic study to be prepared by Fehr & Peers. Fehr & Peers



will collect new a.m. and p.m. peak-hour counts at the following intersections:

- Kammerer Road/West Stockton Boulevard,
- West Stockton Boulevard/SR 99 Southbound Ramps,
- West Stockton Boulevard/Grant Line Road,
- East Stockton Boulevard/SR 99 Northbound Ramps,
- East Stockton Boulevard/Grant Line Road, and
- Grant Line Road/Survey Road.

New heavy truck classification percentages will also be collected at the following locations:

- Grant Line Road (between West Stockton Boulevard and East Stockton Boulevard),
- Grant Line Road (between East Stockton Boulevard and Survey Road),
- Grant Line Road (between Survey Road and Union Pacific Railroad Tracks), and
- Grant Line Road/Survey Road.

Heavy truck classification percentages and peak-hour traffic volumes on the freeway mainline and peak-hour traffic volumes on the freeway ramps will be obtained from the most recent Caltrans traffic volume data.

In addition to the intersections identified above, up to an additional five intersections are also included, if needed. The counts will be conducted during weekday a.m. (7:00 – 9:00 a.m.) and p.m. (4:00 – 6:00 p.m.) peak periods. One site visit to verify existing geometrics and traffic control in the project study area will also be conducted.

Using the data collected the Synchro 5.0 software to analyze traffic operations at the above intersections and the HCS software to analyze ramp junction operations will be used. Synchro 5.0 and HCS are based on the methodologies contained in the 2000 Highway Capacity Manual.

The 2002 Metropolitan Transportation Plan for 2025 SACMET model to generate a.m. and p.m. peak-hour traffic volume forecasts for the study locations listed above will be used, plus the following new facilities:

- Grant Line Road/SR 99 Southbound Ramp Terminal, and
- Grant Line Road/SR 99 Northbound Ramp Terminal.

The forecasts will include traffic volumes for the freeway mainline, freeway ramps, and study intersections. A technical memo will be submitted to document the assumptions and results of the forecasting process for City and Caltrans review and approval prior to completion of the operations analysis. Once the 2025 forecasts are approved, forecasts for the proposed construction year will be developed based on a linear interpolation between existing and future 2025 volumes.

Freeway ramp junctions and the study intersections listed above will be analyzed for the following scenarios:

- Existing (2003) conditions;
- Construction year with the preferred interchange configuration;
- Design year (2025) with existing interchange configuration (i.e., “No Project” conditions); and
- Design year (2025) with the preferred interchange configuration.





For northbound on-ramps, ramp metering for construction year conditions will be evaluated according to the Caltrans Ramp Meter Design Manual.

Morning and evening peak-hour operations will be analyzed for each scenario using the same analysis procedures listed above under existing conditions. The intersection analysis results will contain peak-hour Level of Service, average control delay, and vehicle queue lengths for critical movements. The ramp junction analysis results will contain peak-hour Level of Service and vehicle density.

The results of the traffic operations analysis will be documented in one report and submitted to the City and Caltrans for review and comment.

- f. **Air Quality.** The air quality analysis will be revised based on the new traffic analysis.

Regional air quality and local air quality in the vicinity of the project site will be described. Meteorological conditions in the vicinity of the project study area that could affect air pollutant dispersal or transport will be described, if needed. Ambient air quality and applicable air quality regulatory framework, standards, and significance thresholds will be discussed.

The analysis of air quality impacts will be updated based upon the newly updated Sacramento Metropolitan Air Quality Management District's (SMAQMD) *Air Quality Thresholds of Significance* (1994), or most current methodology. The air quality impact analysis will include a general discussion of potential short-term (i.e., demolition- and construction-generated) air pollutant emissions, including a discussion of related health effects.

Predicted short-term increases of regional criteria pollutants and precursors (i.e., reactive organic gases [ROG], oxides of nitrogen [NO<sub>x</sub>], and particulate matter [PM<sub>10</sub>]) will be quantified based upon construction data (e.g., assumed duration of construction, amount of land to be disturbed/graded, types of equipment to be used, number of construction employees) provided by the City. The analysis of short-term air quality impacts will include a qualitative assessment of odorous and toxic air contaminants. Short-term increases in pollutants will be compared with applicable SMAQMD significance thresholds for determination of significance. SMAQMD-recommended control measures will be provided as mitigation measures, as necessary.

EDAW will assess local mobile-source carbon monoxide (CO) impacts using the CALINE4 model. CALINE4 modeling will be performed in accordance with the SMAQMD-recommended methodology and the *Transportation Project-Level Carbon Monoxide Protocol* (1996) adopted by Caltrans. The interchange will be modeled for peak-hour traffic conditions for existing, existing-plus-project, and no-project scenarios to determine the potential for localized CO "hot spots" at nearby sensitive receptors for each alternative analyzed. Modeled CO concentrations will be compared with state and federal 1-hour and 8-hour ambient air quality standards to determine impact significance.

The air quality analysis will include a qualitative discussion of the proposed project's conformity with regional air quality planning efforts, including consistency with the ROG and NO<sub>x</sub>



emissions budgets contained in the State Implementation Plan for air quality.

- g. **Noise.** The noise analysis will be revised based on the new traffic analysis.

The EIR will include a description of the existing noise environment on and in the vicinity of the project site, based upon existing environmental documentation and onsite reconnaissance data. As part of the site reconnaissance, EDAW will conduct short-term (e.g., 15-minute) noise monitoring at various locations in the vicinity of the proposed project site to document daytime ambient noise levels. Nearby land uses and noise-sensitive receptors will be identified and described in the report. The Federal Highway Administration's (FHWA's) traffic noise prediction model (FHWA-RD-77-108) will be used to determine existing roadway traffic noise levels (in  $L_{dn}/CNEL$ ) at each receptor location. Relevant background information (including noise fundamentals; descriptors; and applicable federal, state, and local regulatory framework) will be described in the EIR.

To assess potential short-term (i.e., construction) noise impacts, sensitive receptors and their relative exposure (considering topographic barriers and distance) will be identified. Predicted noise levels will be compared with applicable state and local standards. The significance of short-term noise impacts will be determined based upon applicable state and local standards. Mitigation measures will be developed for significant and potentially significant noise impacts.

To assess potential long-term (i.e., operational) noise impacts, EDAW will

conduct traffic noise modeling using the FHWA traffic noise prediction model for existing-plus-project, cumulative-plus-project, and no-project conditions at up to 40 receptor locations. EDAW will use predicted traffic noise levels to determine if resultant changes in roadway noise levels would adversely affect nearby noise-sensitive land uses. The compatibility of nearby existing land uses will be discussed based upon predicted traffic noise levels, in comparison to the City's General Plan land use compatibility noise standards (existing and proposed, if appropriate) and Caltrans guidelines. Mitigation measures will be developed for significant and potentially significant noise impacts.

- f. **Biological Resources.** To update the biological resources section, existing documentation pertinent to the biological resources of the project study area will be compiled and analyzed. This will include, but not necessarily be limited to, a review of (1) the previous EIR section; (2) 1998 biological resources evaluation; (3) 1999 wetland delineation report; (4) 2000 vernal pool crustacean survey report; (5) California Department of Fish and Game's (CDFG's) Natural Diversity Database (CNDDDB); and (6) California Native Plant Society's (CNPS's) Inventory of Rare and Endangered Vascular Plants.

An EDAW biologist familiar with biological resources of Sacramento County will conduct a one-day reconnaissance-level survey to verify that existing documentation adequately describes the general biological resources. The potential for the project study area to support any special-status plants, animals, or habitats considered



sensitive, rare, threatened, or endangered will be assessed. Any CNDDDB occurrences or EDAW biologist observations of special-status species will be mapped on aerial photographs or topographic maps. Potential habitat for special-status species and other sensitive habitats, such as wetlands, will also be mapped.

Based upon EDAW's knowledge of the project study area, but without limitation, the following species represent potential issues for the proposed project: dwarf downingia, Boggs Lake hedge-hyssop, legenere, slender Orcutt grass, Sanford's arrowhead, vernal pool fairy shrimp, vernal pool tadpole shrimp, valley elderberry longhorn beetle, giant garter snake, Swainson's hawk, and burrowing owl.

Based upon review of the existing documentation and the field surveys, the existing EIR section will be updated and revised as necessary. The revised section will provide a summary of biological resources in the project study area, including descriptions of plant communities and common wildlife. The section will also discuss the presence of any sensitive habitats and assess the potential for special-status species to occur in the project study area. Potential impacts to these biological resources from the proposed project and alternatives will be described and evaluated, including discussions of endangered species and wetlands. The potential need for incidental take authorization under the state and federal Endangered Species Acts and a permit for wetland fill from the U.S. Army Corps of Engineers will be discussed. Measures to avoid, minimize, and/or

compensate for potentially significant impacts will be presented.

This section will also address CDFG comments regarding Swainson's hawk impacts (as contained in the final EIR and existing Volume 3). The results of field surveys conducted by Impact Sciences for the proposed project and by Foothill Associates for the Laguna Ridge Specific Plan will be included.

Additionally, rare wetland plant species documentation prepared by Impact Sciences within the project study area will also be included.

Since it is not known whether a Caltrans Natural Environment Study (NES) has been prepared for the proposed project, EDAW will update and revise the existing documentation and prepare an NES.

- g. **Cultural Resources.** To update the assessment of cultural resources known to be present within and in the vicinity of the project site, EDAW proposes a multi-leveled research approach that incorporates both documentary and field investigations of the project study area.

The initial cultural resources investigation efforts will entail a review of previous archaeological survey and excavation reports, archaeological site records, and formal property listings on file at the North Central Information Center (NCIC) of the California Historical Resources Information System (CHRIS). This record search, initially conducted by PAR in 1999, will serve to provide updated information on the location, condition, and significance of cultural resources in and near the project study area.



EDAW will also conduct a thorough review of PAR's 1999 cultural resources report entitled *Historic Property Survey Report, State Route 99/Grant Line Road Interchange Improvement Project (03-SAC-99 KP 15.1/17.2), Sacramento County, California*. This review will enable EDAW archaeologists to gain familiarity with the nature, significance, and temporal/cultural affiliations of cultural resources in the project study area and to assess possible project-related impacts. If the report is considered adequate for Caltrans' documentation, no further changes to the report will be made. However, the report will be submitted to the SHPO for review and comment prior to release of the revised Draft EIR.

Following a review of documents provided by the NCIC and the PAR report, EDAW archaeologists will conduct an in-field reconnaissance of the project study area. This task will serve to confirm the locations of documented sites in the project study area and provide an opportunity for updating information on individual sites if necessary. This field effort will be guided in large part by the results of the documentary research and will provide the most up-to-date assessment of archaeological sites and materials that could be adversely affected by project implementation.

EDAW will produce an updated EIR section that documents the methods and findings of the cultural resources investigations and has been modified based on the City's new Draft General Plan. The summary of archaeological and historical resources will include an assessment of each resource against the eligibility criteria for listing on the

California Register of Historic Resources (CRHR). These eligibility criteria are specified in CEQA (Pub. Res. Code Section 21084.1). Resources may also be considered as significant archaeological sites under CEQA as codified in Pub. Res. Code Section 21083.2.

An assessment of potential project-related impacts to significant archaeological and historical resources will be included in the EIR. The impact assessment will be based upon the provisions of Section 15064.5 of the State CEQA Guidelines (California Code of Regulations, Title 14). The EIR will also include recommendations for the management or treatment of potentially significant archaeological and historical resources, as appropriate, with a focus on mitigation measures that may be needed to avoid or reduce potentially significant impacts.

- h. **Hazards/Toxic and Hazardous Waste.** The EIR section will be revised to reflect the policies and programs that the City will implement as part of the new draft general plan safety element. A consistency analysis of the proposed project against the draft general plan safety element will be conducted. The EIR section will be updated based on the draft safety element. The section will be based on the City's approach to this issue which is to identify all potential worst-case hazard events and their effects (death, injury, property damage) that have off-site impacts at these facilities based on all the studies available, but ultimately rely on the probability of its occurrence as to whether it is a significant issue.



Additionally EDAW will revise and improve the asbestos (ACMs) and aerially deposited lead discussions in the revised draft EIR per Caltrans' comments. The section revision will also address the issues identified in the Superior Court and/or Appellate ruling on the Lent Ranch Marketplace EIR and public concerns voiced throughout the history of the proposed project. Thresholds of significance will be identified and based on the draft safety element and in consultation with the City that acknowledge the court's requested direction and meet the requirements of CEQA. Information about underground storage tanks provided in the previous EIR will also be updated.

4. Revise and discuss all significant unavoidable adverse impacts, in conformance with State CEQA Guidelines Section 15126.2(b). Included in the discussion will be any impacts that can be partially mitigated, but not to a level that is less than significant. Any mitigation measures eliminated from suggestion because of new impacts associated with their implementation will also be discussed.
5. Update and re-evaluate the cumulative impacts discussion in the EIR. The revised analysis will address past, present, and reasonably foreseeable future projects, either approved or proposed, within growth areas in the vicinity of the project. Cumulative impacts will be analyzed within the relevant technical chapters of the EIR. See discussion above under Approach.
6. In accordance with Section 15126.2(d) of the State CEQA Guidelines, the EIR will revise and strengthen the discussion of potential growth-inducing impacts of the

proposed project. Potential sources of growth inducement and their impacts, such as removal of obstacles to growth, will be analyzed qualitatively to the extent they are applicable. The interchange reconstruction will be evaluated to address potential growth induced by the increase in capacity of the proposed interchange improvements. The revised discussion of growth-inducing effects will include consideration of the Urban Service Boundary location in the City's General Plan.

7. The alternatives section of the EIR will be revised to include the yellow alternative and to reflect updates to existing and cumulative conditions. EDAW will address the potential impacts of the selected alternatives, including (1) one no-project alternative; (2) the green alternative; (3) the blue alternative; and (4) the yellow alternative. Each alternative will be evaluated with respect to each key impact category reviewed for the proposed project and the discussion will be revised as needed. Graphic exhibits of alternatives will be updated, if necessary.

The EIR will discuss, as required by the State CEQA Guidelines, the advantages and disadvantages of each alternative and the reasons for rejecting or recommending the project alternatives stated. The environmentally superior alternative(s) will be identified. A summary of the various alternatives and associated impacts will be provided as part of the EIR summary.

8. Summarize the significance conclusions of the revised EIR in a manner that can be easily understood by the public. A summary format consistent with City format standards will be used to identify the significant impacts, the effectiveness



of the recommended mitigation measures, and proposed monitoring. A summary of the alternatives analysis, issues still to be resolved, and issues subject to potential controversy will also be presented.

of Elk Grove staff, and additional consultation/coordination with subconsultants in support of the administrative draft EIR and City of Elk Grove's General Plan EIR.

9. Revise other CEQA-mandated sections of the EIR as follows:

- Table of Contents
- Irreversible and Irretrievable Commitment of Resources
- Effects Found Not to Be Significant (aesthetics, geology and soils, mineral resources, population and housing, recreation, and utilities)
- List of Organizations and Persons Consulted
- Preparers of the Environmental Document
- References
- Appendices

10. Revise graphics (as relevant).

11. Conduct quality assurance review of the document for compliance with CEQA and Elk Grove and Caltrans guidelines.

12. Attend meetings with City and Caltrans staff to discuss comments on the administrative revised draft EIR.

13. Preparation of second administrative draft version of the EIR, within the timeframe agreed upon for the first administrative draft.

14. Additional traffic modeling computer simulation runs and analyses requested by the City of Elk Grove in support of the administrative draft EIR.

15. Additional environmental analyses, an unscoped visit and meeting with the City

**TASK E: PREPARE PRINT-CHECK DRAFT EIR**

**Approach**

1. Coordinate with the City's environmental coordinator, who will assemble City comments on, and suggested revisions to, the administrative revised draft EIR. One set of unified comments will be provided to EDAW.
2. Coordinate with Caltrans' environmental coordinator, who will assemble Caltrans comments on, and suggested revisions to, the administrative revised draft EIR. One set of unified comments will be provided to EDAW.
3. Complete revisions to the administrative revised draft EIR in accordance with review comments. Revisions will be prepared in conformance with the scope of work.
4. Prepare a print-check revised draft EIR for submittal to the City for final review.
5. As a result of the ultimate roadway width in the General Plan for Grant Line Road at State Route 99 changing from 6 to 8 lanes, the level of effort to complete the print-check draft EIR increased. Specifically, the following additional subtasks are required:
  - Consistency check and revision of all sections to evaluate new interchange design, including revisions to all graphics
  - New work to conduct a tree survey, restructuring of No Project Alternative, and incorporation of changes to hazards discussion



- Additional air quality modeling (for CO) to address changes in LOS at project intersection caused by changes in interchange design
- Review of all sections to date and revise discussion based on changes to General Plan policies
- Additional archaeological work based on request for Native American consultation
- Second (unscoped) round of revisions to screen-check draft before sending copies to Caltrans and the City of Elk Grove for full final screen-check review
- Additional traffic modeling and analysis as a result of changes in the interchange design and in support of the City's General Plan EIR
- Additional consultation and a second unscoped visit to attend a City Council meeting in support of the City's General Plan EIR

**TASK F: PREPARE DRAFT EIR**

**Approach**

1. Coordinate with the City's environmental coordinator, who will assemble City comments on, and suggested revisions to, the print-check draft EIR. One set of unified comments will be provided to EDAW.
2. Coordinate with Caltrans' environmental coordinator, who will assemble Caltrans comments on, and suggested revisions to, the print-check draft EIR. One set of unified comments will be provided to EDAW.
3. Prepare and reproduce the draft EIR for submittal to the City for distribution to the public. EDAW will provide the draft EIR in a format that can be posted on the City's website and will provide a CD of the draft EIR.

4. Following receipt of Caltrans and the City of Elk Grove comments, the following work will be completed in an additional round of report revisions as a result of project changes that were unscoped. Specifically, the following additional subtasks will be required:

- Requested editorial changes will be incorporated in the EIR
- Additional work requested by CalTrans will be completed – an updated cultural resources records search and additional conservations with SMAQMD and Caltrans to resolve air quality mitigation language
- Copies of revised pages will be provided to Caltrans for final approval
- Appendices will be revised to remove Caltrans technical reports while retaining relevant technical information for public review
- One master copy of the revised draft EIR will be provided to the printer for reproduction
- One CD version of the revised draft EIR will be provided for posting on the City's website

**TASK G: PROJECT MANAGEMENT, GENERAL COORDINATION, AND MEETINGS**

**Approach**

1. Communicate on a regular basis with project team members and City staff regarding compliance with the schedule and scope of work. Coordinate the work of the team and provide management liaison between the team and City for communication of issues, transmittal of comments, financial management (e.g., invoices), and other project management matters. As an option, this coordination may include regular status



reports identifying tasks completed, current tasks, and pending action items.

2. Attend project coordination meetings with City and Caltrans staff and other concerned agencies. Previously identified tasks within the scope of work include one orientation meeting and up to two strategy sessions (Task A), one Caltrans coordination meeting (Task B), one project description refinement meeting (Task C), and two review meetings (Tasks D and G). The project director, principal-in-charge/CEQA strategist, and project manager will attend these meetings. The project director and project manager will also attend up to three additional interagency meetings with appropriate state and federal agencies to discuss and receive comments on the scope of work for the proposed project and ensure that agency concerns are addressed in the EIR. We will also attend up to three other staff coordination meetings by two staff members. EDAW will attend any other meetings desired by the City on a time-and-materials basis with prior authorization by the City.
3. As a result of the project revisions and additional reviews described under Tasks E and F above, additional coordination and meetings are required with the City of Elk Grove, Caltrans, and subconsultants to identify, discuss, and resolve issues related to the redesign of the project.

#### **TASK H: REVISE CALTRANS TECHNICAL REPORTS**

##### **Approach**

1. Meet with Caltrans to review the revisions necessary to the EIR and identify the preferred approach and strategy for revision of Caltrans technical reports.
2. Revise existing technical reports as discussed with Caltrans. Submit the draft

revised technical studies to Caltrans for review and comment.

3. Coordinate with the Caltrans environmental coordinator, who will assemble Caltrans comments on, and suggested revisions to, the draft technical studies. One set of unified comments will be provided to EDAW.
4. Complete revisions to the draft technical studies, pursuant to review comments. Revisions will be prepared in conformance with the scope of work.
5. Prepare and reproduce the final technical reports for submittal to Caltrans.
6. Submit the final technical reports to Caltrans.
7. Initially, biological and cultural resources technical reports were requested by Caltrans. In response to other Caltrans requests, the following additional efforts will be completed:
  - Air quality and noise technical reports, that were not included in the original scope of work, but requested by Caltrans during the administrative draft process, are now required along with additional traffic modeling
  - Cultural resources technical reports are being revised in response to a second round of comments from Caltrans, requesting additional research and fieldwork to establish construction dates for properties built between 1953 and 1957
  - Biological resources technical report is being revised to incorporate results of a tree survey and update Swainson's hawk information based on new City of Elk Grove ordinance
  - All technical reports are being revised to incorporate information about the project



City of Elk Grove  
***Amended Contract for EDAW, Inc.***  
EIR for the Grant Line Road Interchange



design changes, ensure consistency with new project geometrics, and explain 8-lane structure/6-lane striping configuration

- Air quality technical report is being revised to comply with additional CO modeling identified under Task E above as a result of project redesign



## EXHIBIT B

### Compensation and Method of Payment

#### COST ESTIMATE

EDAW's cost estimate and assumptions used to develop this budget are presented herein. The cost estimate is based upon a work program that thoroughly updates the previous Grant Line Road/State Route 99 Interchange Reconstruction Project EIR. The full EIR will be recirculated for public review in accordance with State CEQA Guidelines Section 15088.5(f)(1). Also, the work plan includes preparing a Caltrans Natural Environment Study (NES).

#### OVERALL ASSUMPTIONS

- It is assumed that the Grant Line Road/State Route 99 Interchange Reconstruction Project EIR will not be combined with the environmental review of the Lent Ranch Marketplace Project. It is assumed that the proposed project has "independent utility."
- EDAW, the City, and Caltrans will collaborate during early strategy sessions to determine the specific approach to the CEQA process and documentation. Based on the results of this initial collaboration, further refinement of the work program, schedule, and cost may be required.

#### EDAW'S CEQA PROCESS SUPPORT RESPONSIBILITIES

It is anticipated that EDAW will perform the following support tasks for the City in addition to updating the EIR and Caltrans technical reports:

- Meeting agendas and summaries.

- Maintenance of correspondence for inclusion in the CEQA Administrative Record.
- Preparation of the Findings of Fact and Statement of Overriding Considerations.
- Preparation of electronic presentations for public hearings.

#### CITY OF ELK GROVE'S CEQA PROCESS SUPPORT RESPONSIBILITIES

It is anticipated that the City will be responsible for the following support tasks:

- The City will be responsible for distribution and mailing of all public notices and documents (public Draft EIR, Final EIR, and written findings).
- The City will prepare the Notice of Availability and Notice of Determination.
- The City will be responsible for publishing notices in the newspaper, as needed.
- The City will prepare staff reports for the City Planning Commission and City Council.

#### ENVIRONMENTAL IMPACT REPORT ASSUMPTIONS

##### Technical Analyses

- The City and or Mark Thomas will provide any updated maps, including aerial photographs, if available.
- Commencement of the updated environmental setting, impact analysis, and mitigation measures sections of the administrative revised draft EIR will occur after the CEQA approach and strategy has been determined and agreed to by the City.



- Revisions to the City-approved project description that result in re-analysis or substantial changes to the updated EIR may require a contract amendment.
- Revisions to any scope of work developed in collaboration with the City and/or Caltrans that require re-analysis, additional analysis, or substantial changes to the updated EIR would require a contract amendment.
- The City will provide all updated or revised plans, profiles, drawings, and maps and all relevant technical background reports, including all Caltrans technical reports depicting the proposed project or its components.
- The EIR CEQA process is also dependent in part on the City's and Caltrans' work product review time. If the City or Caltrans requires additional time for product review or processing, the EIR schedule will need to be adjusted accordingly.
- The scope and cost associated with a legal challenge to the EIR are not included at this time. If requested, EDAW can assist the City on a time-and-materials basis, if it needs to respond to a legal challenge.
- The scope includes an estimate of 100 technical labor hours for response to public comments on the draft EIR and 30 technical labor hours for preparing the final EIR. Additional effort due to the number of comments or need to prepare new or revised analysis could result in the need for a contract amendment.
- The City will provide EDAW with an updated list of proposed, pending, and approved projects for inclusion in the revised analysis of cumulative conditions.
- Addressing the potential extension of the USB is not included since the work plan assumes the proposed land use mix outside of the urban boundary as shown on the draft general plan land use policy map.
- Field monitoring of meteorology and pollutant emissions is not included as a task in the air quality scope of work.
- Construction requirements are assumed to be sufficiently similar for each of the three proposed project alternatives, such that separate air quality and noise modeling and analysis of the construction activity for each project alternative would not be required.
- The projected interchange traffic volumes and conceptual designs of the two proposed project alternatives are assumed to be sufficiently similar, such that separate air quality and noise modeling and analysis of each project alternative would not be required.
- The proposed project is consistent with the most recent Regional Transportation Improvement Program (RTIP) and, as such, has been included in the RTIP regional emissions analysis supporting the RTIP. As a result, new regional mobile-source emissions modeling is not required.
- Based upon a review of the previous noise assessment prepared for the project, mitigation of long-term traffic noise levels is not anticipated to be required and, consequently, a traffic noise barrier analysis has not been included.
- Focused surveys for special-status plants and wildlife are not included but could be completed under an amendment to the contract. It is assumed that the recent biological survey data and documentation prepared by Impact Sciences and Foothill



Associates will be available and provided to EDAW by the City.

- The existing wetland delineation, verified by the U.S. Army Corps of Engineers (USACE) in 1999, so it is assumed not to require revision. Therefore, a formal wetland delineation is not included in this scope of work. However, the delineation could be updated under an amendment to this scope of work, if necessary.
- Site-specific mitigation or restoration planning is not included but could be completed under an amendment to this contract.
- It is assumed that an NES will be prepared for the proposed project. However, it is assumed that all of the biological data is available for the NES and will only require a repackaging of existing information. Any supplemental data will require an amendment to the contract.
- The hazards/toxic and hazardous waste section will be revised based on the draft general plan safety element. Revisions to the quantitative risk assessment previously prepared by Quest Consultants is not proposed and it is assumed that review and re-evaluation of conditions at the Georgia-Pacific facility will not be required.
- The scope of work describes the project coordination, agency consultation, and public meetings assumed to be included. EDAW is available to attend additional meetings, if needed, with an amendment to the contract.

#### **PERMITS, REGULATORY APPROVALS, AND PROJECT IMPLEMENTATION**

- Completion and submittal of permit applications and supporting materials and negotiations with regulatory agencies are not included as part of this scope of work

and cost estimate, but can be added at a later date, if desired, once regulatory requirements are confirmed.

- Preparation of required plans to support permit applications (National Pollutant Discharge Elimination System [NPDES] stormwater pollution prevention plan; spill prevention, containment, and countermeasure plan; erosion control and sediment plan; RWQCB Water Quality Certification, and USACE Section 404 permit) is not assumed as part of this scope of work.
- The City will pay for any required application and processing fees, including the California Department of Fish and Game fee when the Notice of Determination is filed.
- EDAW is available to assist the City with design review, mitigation monitoring, and construction compliance monitoring with a contract amendment, if needed at a later date.

City of Elk Grove  
*Amended Contract for EDAW, Inc.*  
EIR for the Grant Line Road Interchange



Under no circumstances shall the aggregate amount paid under this Agreement exceed the amount stated in Paragraph 4.A.



December 5, 2003

**EDAW INC**

2022 J STREET

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Mr. Bert Brown  
City of Elk Grove  
City Hall  
8400 Laguna Palms Way  
Elk Grove, CA 95758

Subject: Contract Amendment for Preparing the Revised Draft EIR for  
the Grant Line Road/SR 99 Interchange Reconstruction Project

Dear Mr. Brown:

This letter summarizes the additional work performed by EDAW in response to City requests for preparation of the revised draft EIR on the Grant Line Road/SR 99 Interchange Reconstruction Project. We appreciate the City's authorization of a contract amendment to cover these additional work items. Given the constrained schedule, EDAW has proceeded with some of this work in good faith based on oral authorization by the City's planning consultant. This amendment is necessary to address the following:

- additional services requested by the City during completion of Task D (Administrative Draft EIR),
- completion of Tasks E and F (Screen-check Draft EIR and Public Draft EIR),
- additional work required by the City under Task K (Coordination and Meetings), and
- resubmission and final approval of technical reports under Task N (Caltrans Technical Reports).

Information about EDAW's request for additional funds is provided by task below.

**Task D (Administrative Draft EIR) \$28,066.47**

Under Task D, EDAW is requesting payment for the following:

- Preparation of second administrative draft version of the EIR, which was not included in our original scope, within the timeframe agreed upon for a single administrative draft, to enable the City to meet what was anticipated to be an expedited public release date in late June
- Additional modeling runs and analysis requested by the City and conducted by Fehr & Peers in support of the administrative draft EIR

UNITED STATES

EUROPE

AUSTRALIA

ASIA

- Additional analysis, an unscoped visit and meeting with City staff, and additional consultation with John Cornwell of Quest Consultants in support of the administrative draft EIR and the City's General Plan EIR

**Task E (Screen-check Draft EIR) \$23,300.00**

The level of effort to complete Task E was increased beyond what was authorized in the scope of work as a result of the Planning Commission's decision to change Grant Line Road to an ultimate 8-lane facility in the General Plan. While a typical screen-check draft requires minor revisions and no substantive changes, in this case the project description change and other City requests required revision of the entire document, as follows:

- Consistency check and revision of all sections to evaluate new interchange design, including revision of all graphics
- New work to conduct a tree survey, restructuring of No Project Alternative, and incorporation of changes to hazards discussion
- Additional air quality modeling (for CO) to address changes in LOS at project intersections caused by changes in interchange design
- Review of all sections to update and revise discussion based on changes to General Plan policies
- Additional archaeological work based on request for Native American consultation
- Second (unscoped) round of revisions to screen-check draft before sending copies to Caltrans and the City for full final screen-check review
- Additional modeling and analysis by Fehr & Peers as a result of changes to the interchange design by Mark Thomas & Co. and in support of the City's General Plan EIR
- Additional consultation and a second unscoped visit to attend a City Council meeting by John Cornwell of Quest Consultants in support of the City's General Plan EIR

**Task F (Public Draft EIR) \$6,000.00**

Following receipt of Caltrans and City comments, the following work will be completed in an additional round of report revisions:

- Requested editorial changes will be incorporated
- Additional work requested by Caltrans will be completed—an updated cultural resources records search and additional conversations with SMAQMD and Caltrans to resolve air quality mitigation language

- Copies of revised pages will be provided to Caltrans for final approval
- Appendices will be revised to remove Caltrans technical reports while retaining relevant technical information for public review
- One master copy of the revised draft EIR will be provided to the printer for reproduction
- One CD version of the revised draft EIR will be provided for posting on the City's website

**Task K (Coordination and Meetings) \$1,750.00**

As a result of the project revisions and additional reviews described under Tasks E and F above, additional coordination and meetings are required with the City, Mark Thomas & Co., Fehr & Peers, and Caltrans to identify, discuss, and resolve issues relating to the redesign of the project. This budget does not include funds for future meetings.

**Task N (Caltrans Technical Reports) \$8,000.00**

Initially, biological and cultural resources technical reports were requested by Caltrans. In response to other Caltrans requests, the following will be completed:

- Air quality and noise technical reports, which were not included in EDAW's original scope but requested by Caltrans during the administrative draft process, are being prepared and required additional modeling to provide some of the required information
- Cultural resources technical reports are being revised in response to a second round of comments from Caltrans, requesting additional research and fieldwork to establish construction dates for properties built between 1953 and 1957
- Biological resources technical report is being revised to incorporate results of a tree survey and update Swainson's hawk information based on new City ordinance
- All technical reports are being revised to incorporate information about the project design changes, ensure consistency with new project geometrics, and explain 8-lane structure/6-lane striping configuration
- Air quality technical report is being revised to comply with additional CO modeling identified under Task E above as a result of project redesign

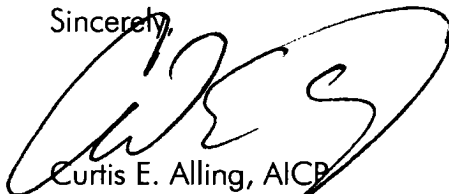


To reduce EDAW contract costs, the City has agreed that EDAW will prepare one camera-ready copy of each report and the City will be responsible for reproduction costs for the public draft EIR and technical reports.

### Conclusion

To complete preparation of the revised draft EIR for the Grant Line Road/SR 99 Interchange Reconstruction project, EDAW requests a contract amendment of \$67,116.47. This amendment assumes that the scope and additional budget for preparation of the final EIR will be negotiated following publication of the revised draft EIR. In addition, other costs have been incurred during completion of Tasks D and N that may be further negotiated with the City at a later date. If you need any additional information, feel free to contact me.

Sincerely,



Curtis E. Alling, AICP  
Principal-in-Charge

cc: Pat Angell – City of Elk Grove

**CERTIFICATION**  
**ELK GROVE CITY COUNCIL RESOLUTION NO. 2004-10**

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

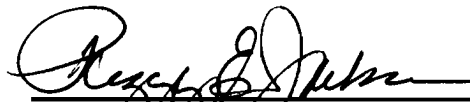
***I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 21<sup>st</sup> day of January 2004 by the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

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

**NOES 0:       COUNCILMEMBERS:**

**ABSTAIN 0: COUNCILMEMBERS:**

**ABSENT 0: COUNCILMEMBERS:**

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