



6

**DEPARTMENT OF
PUBLIC WORKS**

ENGINEERING DIVISION

THOMAS M. FINLEY
ENGINEERING DIVISION MANAGER

CITY OF SACRAMENTO
CALIFORNIA

927 TENTH STREET
ROOM 200
SACRAMENTO, CA
95814-2705

916-449-8220

CONSTRUCTION SECTION
640 BERKUT DRIVE
SUITE B
SACRAMENTO, CA
95814-0131

916-449-5282

March 21, 1989

Budget and Finance Committee
Sacramento, California

Honorable Members In Session:

SUBJECT: Norwood Avenue Widening - I-80 to Arcade Creek (TA51) - Approval of
Consultant Services Agreement and Fund Appropriation

SUMMARY

The subject project is expected to be constructed during the summer of 1989. Project plans and specifications must be completed and right-of-way acquired. Approval of the attached consultant services agreement and fund appropriation is recommended in order that construction may proceed later in the year.

BACKGROUND

Preliminary plans for the subject project were prepared in 1984. Due to a lack of funding, right-of-way acquisition and project construction did not proceed. The subject project is included in the first phase of sales tax projects which was recently approved by the City Council and transmitted to the Sacramento Transportation Authority.

It is necessary at this time to update and revise the existing plans to reflect current conditions and standards and to identify and acquire necessary right-of-way so that construction may proceed during the summer of 1989. Construction of curb, gutter, sidewalk, drainage and street lighting, and traffic signals on Norwood Avenue at Grand Avenue and Silver Eagle Road will be included in the project.

The consulting firm of Frost and Baker performed original project design services. A consultant agreement in an amount of \$49,730 with a successor firm, Kent Baker and Associates, has been negotiated to complete the project design.

FINANCIAL DATA

The City Council recently approved and submitted to the Sacramento Transportation Authority a list of projects to be included for the first five quarters of sales tax revenue. Included in the listing is a total of \$970,000 for the Norwood Avenue

Budget and Finance Committee
Norwood Avenue Widening -
I-80 to Arcade Creek (TA51)
March 21, 1989
Page 2

Widening project and traffic signals at Norwood Avenue and Silver Eagle Road. It is expected that these funds will be available by July 1, 1989.

An advance appropriation of \$90,000 from the Measure "A" Sales Tax Contingency Reserve (Fund 201) is required at this time so that project design and right-of-way acquisition activities may proceed. The Measure "A" Sales Tax Contingency Reserve is a loan from the General Fund to provide early start up funds for Measure "A" activities and projects. This project is one of the Measure "A" projects to receive early start up funds. These funds will be reimbursed upon receipt of sales tax revenues.

POLICY CONSIDERATIONS

There are no policy considerations associated with this item.


MBE/WBE EFFORTS

This Consultant Services Agreement was negotiated with the successor of the original design firm in order to provide continuity of the project design and assure project delivery by this summer. No MBE/WBE firms were contacted to perform design services for this project.

RECOMMENDATION


It is recommended that the Budget and Finance Committee approve the fund appropriation and forward the report to the full City Council for adoption of the attached resolution.

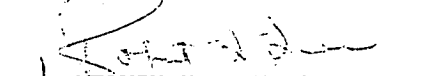
Respectfully submitted,

for 
THOMAS M. FINLEY
Engineering Division Manager

Recommendation Approved:

Approved:


JACK R. CRIST
Deputy City Manager


MELVIN H. JOHNSON
Director of Public Works

NDL:vr
ED1-19.E
03.1089.4

March 21, 1989
District No. 2

Attachment

CONTACT PERSON:

N. Dee Lewis, Supervising Engineer, 449-8230.

6

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION APPROVING FUND APPROPRIATION
AND CONSULTANT SERVICES AGREEMENT FOR ENGINEERING
DESIGN SERVICES FOR THE NORWOOD AVENUE WIDENING
PROJECT BETWEEN I-80 AND ARCADE CREEK (TA51)

BE IT RESOLVED BY THE CITY COUNCIL, OF THE CITY OF SACRAMENTO:

1. That the City Manager and City Clerk are hereby authorized to execute a Consultant Services Agreement in the amount of \$49,730 with Kent Baker and Associates for engineering design services on the Norwood Avenue Project.
2. That Measure A Funds (Fund 201) in an amount of \$90,000 be appropriated from Measure "A", Sales Tax, Contingency Reserve (201-710-7012-4999) to the Norwood Avenue Widening project as follows:

Consultant (201-500-TA51-4802)	\$50,000
Right-of-way Appraisals (201-500-TA51-4812)	6,000
Right-of-way Acquisition (201-500-TA51-4813)	10,000
Direct Labor (201-500-TA51-4880)	5,000
Benefits (201-500-TA51-4881)	2,500
Indirect (201-500-TA51-4831)	6,500
Project Contingencies (201-500-TA51-4899)	<u>10,000</u>
TOTAL	\$90,000

MAYOR

ATTEST:

CITY CLERK

ED1-19.E

Department: Public Works

PN/JN NO.: TA51

Division: Engineering

Proj. Name: Norwood Avenue Widening

Location: I-80 to Arcade Creek

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of _____, 19____, by and between the CITY OF SACRAMENTO, a municipal corporation ("City") and

KENT BAKER AND ASSOCIATES

(Consultant)

7932 Sunset Avenue, Suite B, Fair Oaks, CA 95628

(Address)

(City)

(State)

(Zip)

("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A. The Consultant shall not be compensated for services outside the scope of Exhibit "A" unless prior to the commencement of such services: (a) Consultant notifies the City that such service is deemed an additional service and Consultant estimates the additional compensation required for this activity; and (b) the City, after notice, approves the additional service and amount of compensation therefor.
2. **Payment.** City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement unless pursuant to paragraph 1 above, City approves additional compensation for additional services. Consultant shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

6

Facilities and Equipment. Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

4. General Provisions. The general provisions set forth in Exhibit D, which include insurance requirements, are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, this Agreement shall control over the general provisions.

5. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

6. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

as of the day first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

CONSULTANT: Kent Baker and Associates

CITY:

City Manager
(Title)

[Signature]
FOR KENT BAKER
President
(Consultant Title)
7932 Sunset Avenue, Suite B
Fair Oaks, CA 95628

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

ATTEST:

CITY CLERK

Attachments:
Exhibit A Exhibit Attachments:
Exhibit B Exhibit D

6

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

REPRESENTATIVES AND SERVICES TO BE PROVIDED

BY KENT BAKER AND ASSOCIATES

1. Representatives:

The City Representative for this Agreement is:

<u>Craig Hamner</u>	<u>Associate Civil Engineer</u>	<u>(916) 449-5897</u>
(Name)	(Title)	(Telephone)

All consultant questions pertaining to this agreement will be referred to the above named person, or the representative's designee.

The Consultant Representative for this Agreement is:

<u>Kent Baker</u>	<u>President</u>	<u>(916) 967-7053</u>
(Name)	(Title)	(Telephone)

All City questions pertaining to this Agreement will be referred to the above named person. All correspondence to the City will be addressed to:

City of Sacramento
 Department of Public Works
 Engineering Division
 927 - 10th Street, Room 300
 Sacramento, CA 95814

Attn: Craig Hamner

2. Services to be provided are specified below:

See the attached proposal submitted by Kent Baker and Associates.



ENGINEERING
SURVEYING
PLANNING

KENT BAKER & ASSOCIATES

7932 Sunset Avenue, Suite B
Fair Oaks, California 95628

(916) 967-7053

EXHIBIT A

NORWOOD AVENUE FROM FAIRBANKS AVENUE TO MORRISON

OUR WORK WILL GENERALLY BE UPDATING THE PLANS OF NORWOOD AVENUE PREPARED BY FROST & BAKER, INC. IN 1983. THE PROJECT WILL INCLUDE STREET WIDENING, NEW CURB, GUTTER AND SIDEWALK, DRAINAGE, PAVEMENT, STREET LIGHTS AND SIGNALIZATION OF GRAND AVENUE AND W. SILVER EAGLE INTERSECTIONS WITH NORWOOD AVENUE. WE WILL PROVIDE THE FOLLOWING SERVICES ON A TIME AND MATERIALS BASIS.

- 1. R-VALUE TESTS. THIS WORK WILL BE PROVIDED BY YOUNGDAHL AND ASSOCIATES.
 - A. THERE WILL BE TESTS TAKEN TO DETERMINE THE R-VALUE IN THE EXISTING PAVEMENT, AND IN THE AREAS WHERE THERE WILL BE ROAD WIDENING.
 - B. THE TESTS WILL BE USED FOR FULL PAVEMENT SECTION DESIGN IN THE AREAS TO BE WIDENED, AND FOR AN OVERLAY SECTION IN THE EXISTING PAVED AREAS.
- 2. SIGNALIZATION DESIGN FOR:
 - A. GRAND & NORWOOD
 - B. SILVER EAGLE AND NORWOOD

THE DESIGN WILL BE PROVIDED BY TJKM CONSULTANTS.

- 1. INPUT WOULD BE OBTAINED CONCERNING SIGNAL PHASING, TRAFFIC VOLUMES, RIGHTS-OF-WAY AND EXISTING UTILITIES. A BASE MAP WILL BE PREPARED AT 20 SCALE.
- 2. PLANS AND SPECIFICATIONS WILL BE PREPARED USING 1988 CALTRANS STANDARDS AND CITY OF SACRAMENTO STANDARDS. THE PLANS WILL BE MADE A PART OF THE ROADWAY PLANS. A COST ESTIMATE IS INCLUDED AS PART OF THIS WORK.

6

EXHIBIT A
PAGE 2.

3. UTILITY COORDINATION

- A. AS SOON AS WE RECEIVE CONTRACT APPROVAL, COMPLETE SETS OF THE EXISTING PLANS WILL BE SENT TO ALL THE UTILITY COMPANIES.
- B. AFTER ALL THE COMMENTS HAVE BEEN RECEIVED, THEY WILL BE ADDED TO THE PLANS. CONFLICTS WILL BE POTHOLED BY CITY FORCES AND RESOLVED.

4. FIELD WORK

- A. THE FIRST TASK PERFORMED WILL BE TO WALK THE PROJECT AND DETERMINE THE CHANGES IN THE EXISTING CONDITIONS FROM THE PREVIOUS PLANS.
- B. A 3-MAN SURVEY CREW WILL BE USED TO CROSS SECTION THE ROAD. NORMALLY OUR OFFICE UTILIZES A 2-MAN CREW, BUT WHEN WORKING IN TRAFFIC, A 3-MAN CREW IS USED. THE JOB WILL BE TO RE-ESTABLISH THE CONTROL, LOCATE THE NEW IMPROVEMENTS THAT HAVE BEEN CONSTRUCTED AND DETERMINE THE ELEVATION OF THE EXISTING IMPROVEMENTS.
- C. PREPARE NEW CONTROL DIAGRAM

5. UPDATE PLANS TO NEW STANDARDS AND FIELD CONDITIONS

- A. WHILE ITEMS 1-4 ARE PROGRESSING, WE WILL MEET WITH THE TRAFFIC ENGINEER TO DETERMINE WHAT THE EXACT WIDENING AND LANE STRIPING REQUIREMENTS WILL BE. THE OLD STRIP PHOTOGRAPHS SHOWING THE FORMER PROPOSAL WILL BE USED.
- B. THE NEXT TASK WILL BE TO TAKE THE EXISTING PLANS AND ADD TO THEM THE NEW INFORMATION FROM THE FIELD, THE UTILITY COMPANIES, TRAFFIC ENGINEER, AND SOILS REPORT.
- C. THE PRINCIPAL ENGINEER AND DESIGN ENGINEER WILL THEN UPDATE THE DESIGN. THIS WILL INCLUDE CHECKING THE DESIGN GRADES AND UPDATING THE PLANS TO NEW STANDARDS. THE MAJORITY OF CHANGES WILL AFFECT THE DRAINAGE SYSTEM AND STREET LIGHT SYSTEM.
- D. THE DRAFTING SECTION WILL THEN ADD ALL DESIGN INFORMATION TO THE PLANS, INCLUDING NEW SHEETS FOR THE CONTROL DIAGRAM, STRIPING AND SIGN PLAN.

EXHIBIT A
PAGE 3.

- E. THE PLANS WILL THEN BE SUBMITTED FOR THE CITY'S REVIEW.
- F. THE FINAL STEP IN THE PLAN PROCESS WILL BE COORDINATING AND REVIEWING WITH THE CITY ALL OF THEIR COMMENTS, THEN ADDING THEM TO THE PLANS.

6. TITLE REPORTS

- A. THE TITLE REPORTS WILL BE PREPARED BY STEWART TITLE.

7. RIGHT-OF-WAY DESCRIPTIONS, RIGHT-OF-WAY ENTRIES, AND PLATS

- A. PREPARE AND SUBMIT AN EXAMPLE RIGHT-OF-WAY DESCRIPTION, RIGHT-OF-ENTRY, AND PLAT. THE TYPED DOCUMENTS WILL BE PREPARED ON A WORD PROCESSOR.
- B. AFTER THE CITY HAS REVIEWED THE EXAMPLES, THE REMAINING DOCUMENTS AND PLATS WILL BE PREPARED AND FINALIZED.

8. SPECIFICATIONS AND COST ESTIMATES

- A. WHILE THE PLANS ARE BEING PREPARED, A SET OF SPECIFICATIONS WILL BE PREPARED FOR THE PROJECT. THE SPECIFICATIONS WILL BE REVIEWED BY THE CITY AND THEN FINALIZED.
- B. AFTER THE PLANS HAVE BEEN FINALIZED, A COST ESTIMATE WILL BE PREPARED.

OUR SERVICES WILL BE BILLED MONTHLY ON A TIME AND MATERIALS BASIS PER THE ATTACHED RATE SCHEDULE, AND WILL NOT EXCEED THE TOTAL FEE SHOWN ON EXHIBIT B. WE RESERVE THE RIGHT TO RENEGOTIATE THE CONTRACT PRICE FOR ALL WORK NOT COMPLETED WITHIN 12 MONTHS. BLUEPRINTS AND OTHER REPRODUCTIONS WILL BE PROVIDED AT OUR COST PLUS 15%.

THE CITY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- 1. PAYMENT OF ALL AGENCY FEES

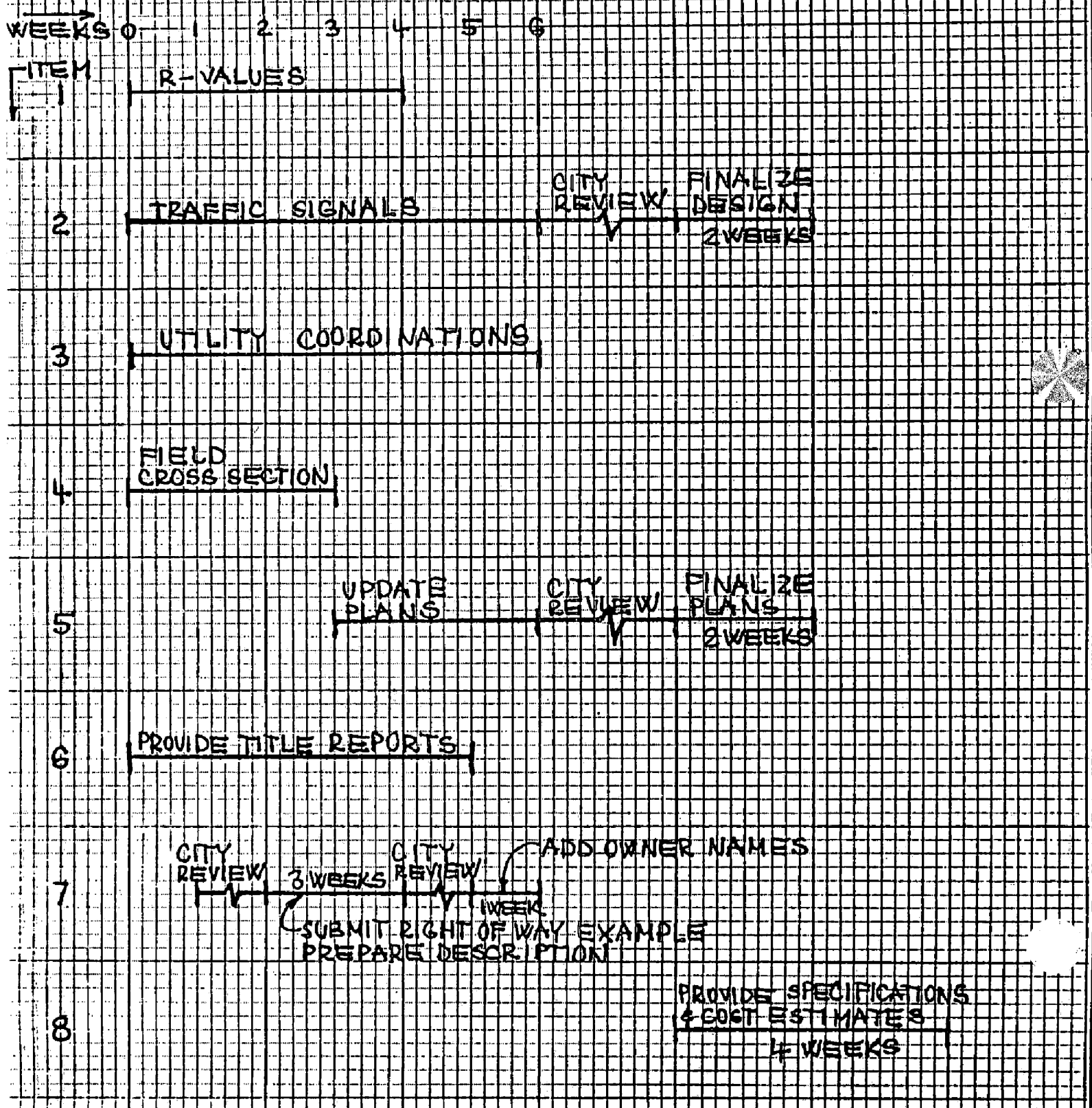
PROJECT: NORWOOD IMPROVEMENT PLANS

KB
KENT BAKER & ASSOCIATES
 7932 Sunset Avenue, Suite B
 FMH Oaks, California 95428 (916) 967-7053

ENGINEERING
SURVEYING
PLANNING

JOB NO. _____

DATE _____



6

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH KENT BAKER AND ASSOCIATES

FEE SCHEDULE / MANNER OF PAYMENT

City shall pay consultant for actual hours worked (by consultant and subconsultants), travel expenses, equipment and supplies used based on the attached breakdown of costs for the work to be performed in accordance with the "Scope of Work" in Exhibit A of this agreement.

The total amount of this consultant and professional services agreement shall not exceed \$49,730. Attached is a breakdown of the costs associated with each task specified in the scope of work (Exhibit A) and the hourly charge rate schedule.

Consultant shall submit a statement for services rendered on a monthly basis. Invoices must be accompanied by written progress reports which describe the work performed in the period covered by the invoice, and will be submitted in the format used in the cost breakdown, attached. Invoices may not exceed actual expenses incurred by the Consultant.

Advance payments are not permitted. All payments will be in arrears. The Consultant will be reimbursed as promptly as fiscal procedures will permit upon receipt of itemized invoices in triplicate.

City shall make no payment for additional services or expenses unless such services and expenses are approved in advance by the City.

Request for payment shall be sent to:

City of Sacramento
Department of Public Works
Engineering Division
927 10th Street, Room 300
Sacramento, CA 95814
Attn: Craig Hamner
Ref: PN/JN: TA51



ENGINEERING
SURVEYING
PLANNING

KENT BAKER & ASSOCIATES

7932 Sunset Avenue, Suite B
Fair Oaks, California 95628

(916) 967-7053

6

EXHIBIT B

NORWOOD AVENUE FROM FAIRBANKS AVENUE TO MORRISON

- 1. R-VALUE TESTS 3,500.00
- 2. SIGNALIZATION DESIGN - ESTIMATED FEE

TJKM - 200 HOURS OF DESIGN, DRAFTING AND ADMINISTRATION TIME,
KENT BAKER & ASSOCIATES' TIME FOR COORDINATION.

TJKM CONSULTANTS	1	JOB	LUMP SUM	=	11,000.00
DESIGN ENGINEER	4	HRS. @	\$60/HR.	=	240.00
SR. DRAFTSMAN	4	HRS. @	\$50/HR.	=	200.00
CLERICAL	2	HRS. @	\$27.5/HR.	=	<u>55.00</u>

TOTAL FEE: 11,495.00

IF ONE OF THE SIGNALS IS BID SEPARATELY FROM THE ROADWAY PLANS, THE ADDITIONAL FEE WILL BE KENT BAKER & ASSOCIATES' TIME.

PRINCIPAL ENGINEER	2	HRS. @	\$80/HR.	=	160.00
DESIGN ENGINEER	8	HRS. @	\$60/HR.	=	480.00
SR. DRAFTSMAN	8	HRS. @	\$50/HR.	=	400.00
CLERICAL	8	HRS. @	\$27.5/HR.	=	<u>220.00</u>

TOTAL: 1,260.00

- 3. UTILITY COORDINATION - ESTIMATED FEES

BLUEPRINTS AND POSTAGE				=	530.00
DESIGN ENGINEER	6	HRS. @	\$60/HR.	=	360.00
SR. DRAFTSMAN	10	HRS. @	\$50/HR.	=	500.00
CLERICAL	4	HRS. @	\$27.5/HR.	=	<u>110.00</u>

TOTAL: 1,500.00

- 4. FIELD WORK - ESTIMATED FEE

PRINCIPAL ENGINEER	6	HRS. @	\$80/HR.	=	480.00
PRINCIPAL SURVEYOR	6	HRS. @	\$70/HR.	=	420.00
SURVEYOR	8	HRS. @	\$60/HR.	=	480.00
3-MAN FIELD CREW	35	HRS. @	\$160/HR.	=	<u>5,600.00</u>

TOTAL: 6,980.00

6

EXHIBIT B
PAGE 2.

5. UPDATE PLANS TO NEW STANDARDS AND FIELD CONDITIONS -
ESTIMATED FEES

ITEM 5A:

PRINCIPAL ENGINEER	4	HRS.	@	\$80/HR.	=	320.00
DESIGN ENGINEER	4	HRS.	@	\$60/HR.	=	<u>240.00</u>
						560.00

ITEM 5B:

DESIGN ENGINEER	4	HRS.	@	\$60/HR.	=	240.00
SURVEYOR	16	HRS.	@	\$60/HR.	=	960.00
(PLOT & COMPUTE FIELD NOTES)						
SR. DRAFTSMAN	40	HRS.	@	\$50/HR.	=	<u>2,000.00</u>
						3,200.00

ITEM 5C:

PRINCIPAL ENGINEER	4	HRS.	@	\$80/HR.	=	320.00
DESIGN ENGINEER	24	HRS.	@	\$60/HR.	=	<u>1,440.00</u>
						1,760.00

ITEM 5D:

DESIGN ENGINEER	2	HRS.	@	\$60/HR.	=	120.00
SR. DRAFTSMAN	36	HRS.	@	\$50/HR.	=	<u>1,800.00</u>
						1,920.00

ITEM 5E:

DESIGN ENGINEER	2	HRS.	@	\$60/HR.	=	120.00
BLUEPRINTS						<u>100.00</u>
						220.00

ITEM 5F:

PRINCIPAL ENGINEER	2	HRS.	@	\$80/HR.	=	160.00
DESIGN ENGINEER	12	HRS.	@	\$60/HR.	=	720.00
SR. DRAFTSMAN	30	HRS.	@	\$50/HR.	=	<u>1,500.00</u>
						2,380.00

TOTAL: 10,040.00

6

EXHIBIT B
PAGE 3.

6. TITLE REPORTS

32 TITLE REPORTS @ \$250/EA. = 8,000.00

7. RIGHT-OF-WAY DESCRIPTIONS, RIGHT-OF-WAY ENTRIES AND PLATS - ESTIMATED FEE FOR 32 DESCRIPTIONS:

SURVEYOR	32	HRS. @	\$60/HR.	=	1,920.00
DRAFTSMAN	32	HRS. @	\$50/HR.	=	1,600.00
CLERICAL	32	HRS. @	\$27.5/HR.	=	<u>880.00</u>

TOTAL: 4,400.00

8. SPECIFICATIONS AND COST ESTIMATES - ESTIMATED FEES

ITEM 8A:

PRINCIPAL ENGINEER	2	HRS. @	\$80/HR.	=	160.00
DESIGN ENGINEER	16	HRS. @	\$60/HR.	=	960.00
CLERICAL	24	HRS. @	\$27.5/HR.	=	<u>660.00</u>
					1,780.00

ITEM 8B:

DESIGN ENGINEER	12	HRS. @	\$60/HR.	=	720.00
CLERICAL	2	HRS. @	\$27.5/HR.	=	<u>55.00</u>
					775.00

TOTAL: 2,555.00

TOTAL FEE: \$49,730.00

6

EXHIBIT C

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH KENT BAKER AND ASSOCIATES

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

The City will furnish facilities or equipment for this Agreement.

If facilities and equipment are to be furnished, specify below:

1. Existing mylars of project area.
2. Existing aerial photographs of project area.
3. Blank City plan sheets.

6

EXHIBIT D

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Consultant shall be an Independent Contractor and shall not be an employee of the City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

2. Licenses; Permits; Etc. Consultant represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

4. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

5. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

7. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in California. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a workmanlike

6

manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession.

8. **Termination.** City shall have the right to terminate this Agreement at any time by giving notice of such termination to Consultant. In the event City shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

In the event City shall terminate this Agreement:

- (1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include:

handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letter, works, pictures, drawings, sounds, or symbols, or combinations thereof.
- (2) City shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- (3) City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement; provided, however, City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City Representative is necessary to determine the reasonable value of the services rendered by Consultant. In the event of a dispute as to the reasonable value of the services rendered by Consultant, the decisions of the Director of the City Department administering this Agreement shall be final. The foregoing is cumulative and does not affect any right or remedy which City may have in law or equity.

9. **Indemnity and Hold Harmless** The Consultant shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of, or resulting from, directly or indirectly, the performance of this contract by Consultant whether within or without the scope of this contract. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by City.

6

10. Equal Employment Opportunity During the performance of this agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Consultant shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), hereinafter referred to as the "Regulations".
- B. Nondiscrimination: Consultant, with regard to the work performed by it after award and prior to completion of the work pursuant to this agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual preference in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, martial status, physical handicap or sexual preference.
- D. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Sacramento to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the City of Sacramento, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Consultant with the nondiscrimination provisions of this agreement, the City of Sacramento shall impose such contract sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to Consultant under the contract until consultant complies;

F. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. Consultant shall take such action with respect to any Regulations, order or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the City of Sacramento may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request City to enter such litigation to protect the interests of City.

11. Insurance Requirements. During the duration of this Agreement Consultant shall maintain the following noted insurance:

<u>Coverage</u>	<u>Required</u>	<u>Not Required</u>
Broad Form Comprehensive Liability	<u>X</u>	<u> </u>
Business Auto Liability	<u>X</u>	<u> </u>
Workers' Compensation & Employers' Liability	<u>X</u>	<u> </u>
Professional Liability (Errors and Omissions)	<u> </u>	<u>X</u>

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0404 (Broad Form Comprehensive General Liability);
- (2) Insurance Services Office form number CA 0001 (Ed. 1/78) (Automobile Liability, code 1 "any auto");
- (3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability insurance.
- (4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- (4) Professional Liability (Errors and Omission): \$ N/A combined single limit per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) General Liability and Automobile Liability Coverages
 - a. The City, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased 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 officials, employees or volunteers.
 - b. The Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.
- d. Coverage shall state that 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.

(2) **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by Consultant for the City. This requirement may, however, be waived in individual cases at the discretion of the City.

(3) **All Coverages**

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:XIII. This requirement may, however, be waived in individual cases; provided, however, that in no event will a carrier with a rating below A:X be acceptable.

F. Verification of Coverage

Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be forwarded to the City representative named in Exhibit A.

G. Payment Withhold

The City will withhold payments to the Consultant, if certificates of insurance and endorsements required in paragraph F above have not been provided.

6

12. Record Retention

The Consultant agrees to keep proper books of records and account in which complete and correct entries will be made of payroll costs, travel, subsistence and field expenses. Said books, at all times, will be available for at least three (3) years after final payment for reasonable examination by the City.

13. Accuracy and Completeness

The Consultant has total responsibility for the accuracy and completeness of the plans and related designs, specifications, and estimates prepared for the Project and shall check all such material accordingly. The plans will be reviewed by City for conformity with the Project and coordination with adjacent roadway segments. Reviews by City do NOT include detailed review of checking design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely with that of the Consultant. The consultant shall obtain an independent review by a qualified engineering consultant of any Checked Structure Plans prior to submittal to City. The Consultant or its subcontractors shall not incorporate in the design any materials or equipment of single or sole source origin without written approval of the City.

The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer responsible for their preparation.

In the event that the items requiring interpretation in the drawings or specification are discovered during the bidding period, said items shall be analyzed by the Consultant for decision by City as to the proper procedure required. Corrective action taken will either be in the form of an addendum prepared by the Consultant and issued by City, or by a covering change order after the award of the construction contract.

During construction, the Consultant shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders resulting from errors and omissions of the consultant. Such drawings shall be requested in writing from the Consultant by City and shall be at no additional cost to City. The original tracing(s) of the drawings and contract wording for change orders shall be submitted to City for duplication and distribution.

14. Documentation

The Consultant shall document the results of all work to the satisfaction of the City. This may include, but not be limited to, preparation of progress and final reports, plans, specifications, estimates and construction records

6

15. Ownership of Documents

Tracings, plans, specifications, maps and as-built plans prepared or obtained under this Agreement shall be delivered to and become the property of the City. The basic survey notes and sketches, charts, computations and other data prepared under this Agreement shall be made available upon request to the City without restriction or limitation on their use.

16. Copyrights

The Consultant shall not have copyrights of reports or products of this Agreement.

17. Changes in Work

The City reserves the right to change the scope of work as necessary to complete the project. In the event that such a change would materially change the amount or character of the work reasonably considered necessary to perform under the original scope of this Agreement, a contract adjustment shall be negotiated based upon the estimated number of hours the revised or added task would consume based upon the unit rates as shown in Exhibit "B".

AGR1-08.E
01.3189.1