

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
MARK THOMAS & COMPANY, INC. FOR THE
US50/RANCHO CORDOVA PARKWAY INTERCHANGE PROJECT**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Mark Thomas & Company, a California General Stock Corporation, ("Professional") as of September ____, 2022.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2029, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional 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 which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional 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 reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed **Nine Million Six Hundred Seventy-Two Thousand Seven Hundred Ninety-Four Dollars and Zero Cents (\$9,672,794.00)**, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional

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shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
 - The Professional's signature.
- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Professional.
- 2.3 Final Payment.** City shall make the final payment within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

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In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such

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insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Professional does not have any employees.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from

activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less

than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

- 4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or 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.
- 4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:
 - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 **All Policies Requirements.**

- 4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 **Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each

subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 4.4.4 Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 4.4.5 Waiver of Subrogation.** Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

- 4.4.6 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

- 4.5 Remedies.** In addition to any other remedies City may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

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- 5.1 **General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 **PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any and all employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and any attorneys' fees and costs incurred by the City to enforce this Section.
- 5.3 **Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this

Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means and methods by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee, agent or subcontractor to become eligible for a claim for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals

that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

- 7.5 Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional.

Professional may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

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- 8.4 **Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

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- 9.2 **Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 **Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

- 10.7 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Edgar Medina, P.E. ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Professional shall be sent to:

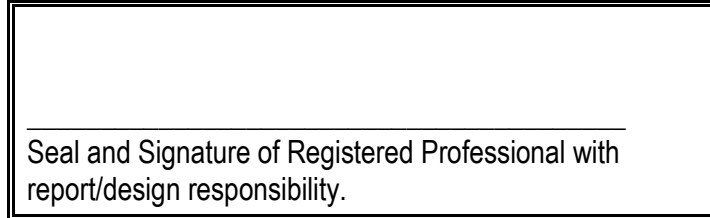
Zach Siviglia, PE President, CEO
Mark Thomas & Company, Inc
701 University Ave, Ste 200
Sacramento, Ca. 95825
(916) 390-5131
Email Address (for Insurance Update Requests): zsiviglia@markthomas.com

Any written notice to City shall be sent to:

Edgar Medina
Public Works Department
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
(916) 851-8907, emedina@cityofranhocordova.org

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10.11 Professional Seal. Where applicable in the determination of the Contract Administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.13 IRS Form W-9. Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

MARK THOMAS & COMPANY, INC.

Cyrus Abhar, City Manager

Zach Siviglia, P.E., President, CEO

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

SCOPE OF WORK

The US 50/Rancho Cordova Parkway Interchange Project (Project) will construct a new interchange on US 50 along with an extension of Rancho Cordova Parkway south to White Rock Road.

CONSULTANT will complete Plans, Specifications & Estimate (PS&E), prepare various supporting documents, prepare various environmental permit applications, technical studies, identify and determine biological and mitigation required, perform right of way engineering, right of way acquisition support and utility relocation coordination and prepare various utility agreements according to Caltrans, Federal Highway Administration (FHWA), local agencies and utility owners standards & requirements. CONSULTANT will perform, but not limited to, the following tasks.

TASK 1. PROJECT MANAGEMENT AND COORDINATION

Task 1.1. Project Management

The CONSULTANT Project Manager shall coordinate with the City Project Manager or designated staff on a day-to-day basis; prepare agendas and records of meetings for monthly Project Development Team meetings (PDT) and focus meetings; prepare and maintain a project schedule, risk management plan; prepare project status and financial reports; prepare presentations and/or handouts for various meetings; coordinate with other agencies and consultants; and other general project management activities. This task will also include coordination with the Construction Manager/General Contractor (CMGC) and Caltrans, should the City decide to pursue alternative delivery options for the project.

CONSULTANT will provide support and participate in coordination and presentations to City of Rancho Cordova and other stakeholders as necessary.

Task 1.2. Meetings

CONSULTANT will lead the overall coordination effort with the project team in consultation with and under the direction of the City assigned Project Manager. CONSULTANT will schedule, prepare for, and attend project team meetings with City and Caltrans to share project information, make decisions, assign project tasks, and identify items critical to project delivery. Key team members will be present at each team meeting depending on the items to be discussed. CONSULTANT will prepare and distribute agendas prior to each meeting and prepare meeting minutes with action items within one week after the meeting. It is assumed there will approximately twenty seven (27) PDT meetings held in a virtual or in person format. Additional focus meetings will be held as necessary.

Task 1.3. Progress Reports and CPM Schedule

CONSULTANT will develop a milestone schedule and incorporate the activities in an overall schedule for the project. The project schedule should show all the expected sequence of tasks and subtasks and include durations for the performance of each task, subtask, milestones, submittal dates and review periods for each submittal. Working with

the City Project Manager and other project team members, CONSULTANT shall prepare, maintain and use critical action items list to monitor project progress and to implement recovery action plans.

Task 1.4. QA/QC

CONSULTANT will implement an established Quality Assurance (QA) Procedures, which includes performing Quality Control (QC) and QA Audits for the project. The QA/QC program is overseen by a companywide QA Manager, whose role is to implement companywide QC standards, confirm and audit QC procedures on projects, and to verify that all finished products meet the current standard of practice.

Independent QC reviews will be performed at each level of completion by an experienced staff member not directly involved with the project. QC Checklists specific to the discipline involved in creating the deliverable will be used, with comments, responses by the design team, and verification of implementation fully documented.

QA audits will be performed at major milestones at least twice on the project by a QA Auditor, who is not directly involved with the project. The QA Audits will review all records of QC on the project and will provide feedback to the PM and Principal-in-Charge (PIC). QA Audits review everything from completions of QC reviews to project budget, schedule, incorporation of client and stakeholder comments, and other tasks pertinent to the successful completion of the work on time and within budget.

TASK 1 DELIVERABLES

- Deliverable 1A: Project status reports and other documents outlined in Task 1.
- Deliverable 1B: Agendas and Meeting Minutes for twenty seven (27) PDT Meetings
- Deliverable 1C: QA/QC Reviews
- Deliverable 1D: Monthly CPM Schedule Updates

TASK 2. PRELIMINARY ENGINEERING AND TECHNICAL REPORTS

Task 2.1. Base Mapping

It is assumed existing photogrammetric base mapping prepared in the PA&ED phase will be used in preparing the plans. The existing 2-dimensional photogrammetric linework will be updated to reflect the existing conditions using current high-resolution aerial imagery. Recent projects which have been constructed since the photogrammetry was prepared will be reflected in the base mapping. The photogrammetry will also be updated with supplemental topographic surveys as outlined in the scope of work below. Supplemental Topographic Surveys will be conducted to facilitate design efforts. It is assumed encroachment permits will allow access of local roads and Caltrans right of way.

Task 2.1.1. Supplemental Topographic Surveys

CONSULTANT will provide all topographic surveys necessary for the Project Design. The Consultant will obtain aerial planimetrics which will be used as background for base mapping. This task will include field topography for up to 20 days to supplement the photogrammetric planimetrics. The Consultant will search for monuments and tie existing monuments to use City and Caltrans record mapping in addition to record maps and corner records available from

the County to delineate existing rights of way with the proposed project footprint. It is assumed the Aerojet Boundary will be resolved by the developer.

CONSULTANT will perform utility research to identify existing utility locations based on record drawings and should provide supplemental services as necessary to establish ground control and obtain detailed photogrammetric mapping for the entire Project area (at a scale of 50 scale with 1 foot contour interval which will be processed through Caltrans ABC photogrammetry review, including specific design surveys for roadway connections, drainage features, and conforms to match existing improvements on public and private properties that may be affected by the construction of the Project.

CONSULTANT will blend the supplemental topo into the existing planimetrics and surface to provide a single AutoCAD drawing base map.

Task 2.1.2. Existing Highway Right of Way Delineation (Land Net)

CONSULTANT will perform field surveys, research and define existing record right-of-way and necessary easement areas for 8 parcels including Caltrans right of way. PTRs will be requested to provide record ownership, rights of way and easements. File pre-construction record of survey consisting of not more than 15 sheets with county of Sacramento and reviewed by Caltrans to delineate existing right of way before construction and preserve monumentation that may be disturbed or destroyed during construction. At a minimum, the work will include:

- All existing record interfacing roadway, drainage facilities, right-of-way, railroad, and control systems, etc. All existing nearby structures, fences, driveways, poles, roadway signs, streetlights, traffic signals, trees, and vegetation, etc.
- All existing record utility facilities; including high pressure gas, petroleum, electrical, communication, fiber, sewer, storm drain and water systems, etc. Existing utility mapping shall be based on as-built plans, utility maps, field observation and topographic surveys of above ground facilities.
- Adjacent property information such as assessor's parcel number and street address will be shown.

CONSULTANT will then resolve Caltrans and local right-of-way lines impacted by potential acquisitions.

Task 2.1.3. Utility Base Mapping

CONSULTANT will verify the location of record underground/overhead utilities and determine utility coordination and relocation requirements consistent with the State of California Policy on "High and Low Risk Underground Facilities within Highway Rights of Way". Utility data compiled will be reviewed with the utility company and updated to reflect current conditions. Consultant SOQ shall include exploratory potholing or onsite locator services as appropriate. CONSULTANT shall coordinate with Utility companies prior to any potholing. CONSULTANT surveyor will locate surface visible evidence of utilities as requested for project design

CONSULTANT will coordinate with a utility potholing company to positively locate underground utilities. CONSULTANT has assumed approximately fifty (50) potholes will be required to positively locate existing high and low risk utilities. The utility base mapping will be updated to reflect the positive locations.

Task 2.2. Geometric Refinement

Task 2.2.1. Revised Geometric Drawings

The existing GADs will be updated to reflect proposed design modifications, including a Diverging Diamond interchange, and the format will be updated to 11x17 sheets which will ultimately serve as the basis for the plans.

Task 2.2.2. Supplemental Design Standard Decision Document

As design progresses, additional nonstandard features may be identified. If design exceptions are required, CONSULTANT will prepare supplemental Design Standard Decision Document (DSDD). The supplemental DSDD will be submitted to Caltrans for approval.

Task 2.2.3. Phasing Analysis

CONSULTANT will develop phasing concepts for discussion with the City, Caltrans, and Value Analysis team. The phasing analysis will include geometric refinements, structure modifications, and traffic analysis. All proposed phasing concepts will be developed to meet Caltrans requirement for a minimum 10-year service life of the facility and discussed in the Supplemental Project Report.

Task 2.3. Technical Reports

Task 2.3.1. Structure Type Selection Report

CONSULTANT will prepare a combined Structure Type Selection Report for all the bridge structures according to Memo to Designer 1-29. A separate Type Selection Report will be prepared for all the nonstandard retaining walls for the project. The Type Selection Report will document the bridge and retaining wall types and alternatives considered, construction phasing and constructability, proposed aesthetics, estimated costs, foundation recommendations, and the preferred structure types. A structure General Plan and draft Foundation Plan will be prepared for each structure. Effort will include attendance at a Type Selection Meeting with Caltrans and updating the General Plan and Foundation Plan sheets after the Type Selection meeting.

Task 2.3.2. Develop Aesthetic Guidelines

CONSULTANT will develop aesthetic guidelines to provide overall themes for application on structural elements, pavements, landscaping, materials, colors, and details. The guidelines will provide recommendations for features such as: bridge railings, barriers, pilasters, slope paving, wall treatments, fencing, and landscaping. The guidelines will be submitted to the Caltrans Landscape Architect and the City for review and approval. Approximately three (3) rounds of review and revisions are assumed with this scope. CONSULTANT landscape architecture staff will coordinate with the structures division to develop costs estimates. This scope assumes approximately five (5) meetings with the project stakeholders.

Task 2.3.3. Supplemental Traffic Operations Analysis Report

CONSULTANT will support with the project team in the development of an initial phase for the project. Traffic forecasts for interim year conditions will be developed based on linear interpolation between the opening and design year forecasts and adjustments to account for planned land use development and roadway network changes. Then,

we will analyze intersection and freeway operations for the AM and PM peak hours under interim year conditions. With a focus on operations at the US 50/Rancho Cordova Parkway interchange. Up to three versions of the interim phase alternative will be analyzed.

At intersections, the AM and PM peak hour intersection delay and level of service will be reported for each movement. At the Rancho Cordova Parkway intersections, average maximum queue length by movement will be reported. For freeway segments, the AM and PM peak hour average density and level of service will be reported.

CONSULTANT will prepare a draft transportation analysis report that documents the data collection, existing conditions analysis, travel demand forecasts, and future conditions analysis. The report will provide tables that summarize the analysis findings and figures to show traffic volumes.

Task 2.3.4. Supplemental Project Report

CONSULTANT will prepare a Supplemental Project Report documenting changes made during the PS&E and ROW phase. The intent is to capture major elements, such as additional design exceptions. It is assumed that the Supplemental Project Report will be minimal document of approximately 20-25 pages that will summarize the project changes. This task also assumes that the 11-page estimate, ROW Data sheet, and other supporting documentation will not have to be updated or recreated to gain approval. This scope does not include a major re-write of the approved Final Project Report.

Task 2.3.5. Bridge Design Hydraulic Study / Location Hydraulic Study

This task covers the work for the hydraulic subconsultant to prepare the final pre- and post-project hydraulic modeling, with an emphasis on identifying the post-project bridge hydraulics within the Folsom South Canal and Buffalo Creek. Final anticipated scour depths will be reported to the bridge design team to aid in the design of bridge abutments and foundations. Bridge hydraulics will be summarized in a formal Bridge Design Hydraulics Study (BDHS).

Building off the information gathered during the PA&ED phase, the hydraulic subconsultant will prepare a draft and final LHS that summarizes the impacts (if any) due to the encroachment and places the overall project in context with respect to flood control issues. The draft LHS will be submitted for review, comment and approval. Comments and suggested edits will be included in a final LHS.

This scope of work assumes that a formal conditional and final Letter of Map Revision (CLOMR and LOMR) submittal to FEMA is not required.

Task 2.3.6. Preliminary Foundation Reports

CONSULTANT will coordinate with the City of Rancho Cordova and the design team to discuss the project issues and schedule; review preliminary project data and documents; review published geologic mapping and literature; and perform a site review.

CONSULTANT will prepare Preliminary Foundation Reports (PFR) for the bridges and a PFR for the retaining walls as part of Type Selection. The Rancho Cordova Parkway ramp and overcrossing bridges will be included in one PFR. A separate PFR will be prepared for the Fair Oaks OH Widening. The PFRs will be based on existing subsurface data,

published geologic mapping and seismicity data, aerial photographs, preliminary project data, and a site review. No subsurface exploration will be completed for this task.

The PFRs will summarize anticipated earth materials and conditions based on reference data and site exposures; provide seismic input parameters (including ARS Curve consistent with current Caltrans practice); discuss preliminary foundation types (e.g., spread footings, driven piling and CIDH piling); provide preliminary foundation recommendations for bridge and retaining wall foundations; and discuss liquefaction potential.

TASK 2 DELIVERABLES

- Deliverable 2A: Geometric Approval Drawings (GAD)
- Deliverable 2B: Revised Environmental Footprints
- Deliverable 2C: Updated Topographic Base Mapping (1"=50' Scale) (ACAD Civil 3D)
- Deliverable 2D: Existing Right of Way Delineation (Land Net) (ACAD Civil 3D)
- Deliverable 2E: Updated Utility Base Mapping (ACAD Civil 3D); Pothole Report (PDF)
- Deliverable 2F: Supplemental DSDD (PDF)
- Deliverable 2G: Phasing Analysis
- Deliverable 2H: Structure Type Selection Report (PDF)
- Deliverable 2I: Aesthetic Guidelines (PDF)
- Deliverable 2J: TOAR (PDF)
- Deliverable 2K: Supplemental Project Report
- Deliverable 2L: Bridge Design Hydraulic Study / Location Hydraulic Study
- Deliverable 2M: Preliminary Foundation Reports
- Deliverable 2N: Preliminary Utility Conflict and Relocation Map (PDF)
- Deliverable 2O: Right of Way Requirement Map (PDF)
- Deliverable 2P: Revised Right of Way Data Sheet (PDF)

TASK 3. PREPARE 65% PS&E FOR CALTRANS REVIEW

Task 3.1. 65% Roadway PS&E

The CONSULTANT team will prepare 65% PS&E for the interchange, structure design, local roadway approaches, traffic signals, and landscaping. Plans shall be prepared per the Caltrans Plan Preparation Manual. It is anticipated that the following sheets will be prepared:

Description	Scale	Estimate Sheet Count
Title Sheet	N/A	1
Typical Cross Sections	N/A	12
Key Map and Line Index	1"=200'	2
Project Control	1"=200'	2
Layouts	1"=50'	14
Profile and Superelevation	1"=50'(H); 1"=5'(V)	18
Construction Details	Varies	22
Contour Grading	1"=50'	14
Drainage Plans	1"=50'	14
Drainage Profiles	1"=50'(H); 1"=5'(V)	18
Drainage Details	Varies	8
Drainage Quantities	N/A	3
Retaining Wall Plan	1"=20'	12
Utility Plans and Details	1"=50' and varies	12
Utility Quantities	N/A	2
Construction Area Signs	1"=200'	3
Motorist Information / Detour Plan	1"=500'	1
Stage Construction Plans	1"=200'	8
Traffic Handling Plans	1"=50'	24
Traffic Handling Quantities	N/A	2
Water Pollution Control Plans	1"=50'	14
Water Pollution Control Quantities	N/A	2
Pavement Delineation Plans	1"=50'	14
Pavement Delineation Details	N/A	3
Pavement Delineation Quantities	N/A	2
Sign Plan	1"=50'	14
Sign Details	N/A	10
Sign Quantities	N/A	2
Summary of Quantities	N/A	3
Planting and Irrigation (Task 3.3)	1"=50' and varies	30
Electrical Plans (Task 3.2)	1"=50' and varies	40
Structure Plans	1"=30' and varies	120
Total Estimated Plan Sheets		446

Task 3.2. 65% Signal and Lighting PS&E

Based on the comments by the review agencies (Caltrans and City), CONSULTANT will prepare 65% plans, specifications, and cost estimates (PS&E) for both the permanent electrical equipment as well as the temporary electrical equipment during construction stages. CONSULTANT will also coordinate with SMUD in identifying new electrical service point locations as needed and provide technical data such as electrical loading and voltage for electrical service application, which will be submitted by the electrical equipment owner.

Task 3.3. 65% Planting and Irrigation PS&E

CONSULTANT will prepare 65% level landscape and irrigation PS&E. Irrigation plans will identify points of connection to the water meters, mainlines, and other master overall system elements. Comments received on the conceptual planting palette and landscape guidelines will be considered and addressed in the 65% PS&E and responded to in the comment response matrix. Draft specifications will be provided for landscape and irrigation elements. Landscape and irrigation details and specifications will be provided. Erosion control seed mix will be recommended for approval by the Caltrans Landscape Architect.

The planting and irrigation subconsultant will provide recommendations for the pedestrian lighting luminaire and pole styles and colors, as well as develop the design intent and conceptual design of the artistic lighting for use in the electrical plans (Task 3.2). CONSULTANT will coordinate with team members on the integration of pedestrian and artistic lighting, and with the electrical and civil design efforts to facilitate pedestrian and artistic lighting character. Comments received on the pedestrian and artistic lighting concepts related to design intent will be considered and responded to in the comment response matrix.

Task 3.4. 65% Structure PS&E

CONSULTANT will prepare structural calculations and structure plans for the selected bridge and wall types. At the 65% submittal, CONSULTANT will submit a complete, unchecked set of structure plans to Caltrans for review. The structure design will be performed in accordance with American Association of State Highway and Transportation Officials (AASHTO) Load Resistance Factor Design (LRFD) Bridge Design Specifications, 8th Edition with California Amendments and Caltrans Seismic Design Criteria, Version 2.0. The latest Caltrans Bridge Design manuals will be used. A draft marginal structure cost estimate will be included. The structure design includes the five (5) separate bridges: US 50 eastbound off-ramp, US 50 eastbound on-ramp, US 50/Rancho Cordova Parkway overcrossing, Rancho Cordova Parkway overhead, and a pedestrian/trail crossing over Buffalo Creek and USBR Canal.

Task 3.5. Life Cycle Cost Analysis

CONSULTANT will prepare a Life Cycle Cost Analysis (LCCA) to compare the life-cycle costs of different pavement types and design strategies including: 1) Pavement types (flexible, rigid, or composite and 2) Pavement design lives comparisons (e.g., 20 vs. 40 years). LCCA will be performed and documented, using the procedures and data in the Caltrans LCCA Procedures Manual.

Task 3.6. Stage Construction Traffic / Detour Operations Memorandum

CONSULTANT will prepare a traffic operations memorandum documenting intersection operations for stage construction. The analysis will be based on Highway Capacity Manual (HCM) 6th Edition methodologies for assessing intersection operations at signalized intersections during the AM and PM peak hours on a typical weekday. Current freeway mainline demand volume will be determined using Caltrans' Performance Measurement System (PeMS).

Task 3.7. Lane Closure Report

CONSULTANT will prepare a traffic operations report documenting the effect on the freeway of mainline lane closures to accommodate construction. Hourly freeway mainline demand volume will be determined using PeMS for the proposed hours of lane closure. The anticipated queue length and delay will then be quantified based on an assumed per lane capacity and queue spacing between vehicles. The lane closure report will then document the anticipated demand, estimate queue length, and delay for freeway mainline lane closures. It will also estimate these performance measures assuming a reduction in demand volume due to implementation of the traffic management plan.

Task 3.8. Traffic Management Plan

CONSULTANT will prepare a Transportation Management Plan (TMP) for the project that will conform to Caltrans' TMP Guidelines (November 2015). The TMP will address project strategies and approaches to reduce traffic impact of construction through Public Information, Motorist Information, Incident Management Strategies, Construction Strategies, and Alternative Route Strategies. The TMP will incorporate information from the Lane Closure Report to calculate delay and queue lengths and include lane closure charts detailing the hours for which lane closures are proposed. A draft TMP will be prepared at the 65% project completion milestone and finalized at the 95% project completion milestone.

Task 3.9. Draft Storm Water Data Report (PS&E Phase)

CONSULTANT will prepare a PS&E Phase Draft Storm Water Data Report (SWDR) per Chapter 6 of the Caltrans Project Planning and Design Guide. The draft will be submitted for Caltrans review and comment.

Task 3.10. Draft Drainage Report

CONSULTANT will develop a draft drainage report using the Rational Method to analyze the existing drainage facilities and drainage patterns in the area and to determine the proposed facilities needed to effectively manage roadway runoff and accommodate the proposed improvements. The report will be coordinated with the development drainage masterplan and analysis will be separated by Caltrans and City right-of-way.

The existing storm drainage system will be mapped from topographic surveys and as-built information from the City and Caltrans. Proposed drainage shed areas will be developed from topography, field reviews, and the proposed roadway improvements in the project area. Supplemental mapping (adjacent project mapping, drainage master plans, etc., if available) will be evaluated with available topographic mapping. Tributary areas will be defined, and flow rates calculated for inlets and pipelines. The calculations will define pipe/culvert lengths, sizes, peak flow velocities, and hydraulic grade lines.

Task 3.11. Draft Geotechnical Design/Foundation Reports

CONSULTANT will coordinate with the client to discuss the project issues and schedule. CONSULTANT will review the site for drill rig access, mark exploratory boring locations and notify Underground Service Alert (USA). We will obtain the required Caltrans encroachment permit, County environmental health permit, and City Encroachment Permit.

Subsurface Exploration: To assess the subsurface soil conditions, CONSULTANT plans to perform the following explorations.

Location	Type of Exploration	Number of Explorations	Depth Below Existing Grade (ft)
Rancho Cordova Parkway OH Rancho Cordova Parkway EB Off-Ramp Rancho Cordova EB Parkway On-Ramp Fair Oaks OH Widen	Boring	13 to 15 ¹	80 to 90
		10 to 12 ¹	100 to 120
Retaining Wall / Sound Wall	Boring	14 to 20 ²	10 to 15
		20 to 28 ²	20 to 25
Overhead Signs	Boring	5 ³	40 to 50
Culvert Extension	Boring	1	40 to 50
Roadway Approach	Boring	1	40 to 50
Bike Path At-Grade Crossings	Boring	3 to 4 ¹	40 to 50
At-Grade Roadway/Bike Path	Test Pit	24 to 30 ⁴	3 to 10
Drainage Basins	Boring	3 to 5	3 to 5
HOV Lane Widening	Boring	15 to 20 ⁵	10 to 15

1. Results in one boring per bridge support location following Caltrans guidelines.
2. Results in one boring every 200 ft following Caltrans guidelines.
3. Number of overhead signs is yet to be established. Caltrans typically requires one boring per overhead sign.
4. Results in a spacing of approximately 3,000 ft.
5. Results in a spacing of approximately 500 ft, staggered between east and westbound lanes.

CONSULTANT will advance the borings with 4 to 6-inch diameter solid-auger and/or mud-rotary drilling methods. Due to the difficult soil and drilling conditions, diamond core drilling may be utilized. A sonic drill rig may be utilized at some of the boring locations if refusal is encountered on the gravel/cobbles. A engineer/geologist will log the borings and direct the sampling in accordance with the Caltrans Logging Manual (2010 Edition). Groundwater elevations will be noted, where encountered. We will collect bulk and relatively “undisturbed” soil/ samples from the borings for laboratory testing. Drive samples will be taken at approximate 2.5 ft to 5 ft intervals using a 2.0” O.D. “Standard Penetration” (ASTM D1586) or 3.0” O.D. “Modified California” sampler (ASTM D3550), driven with a standard 350 ft-lb automatic or manually operated hammer per ASTM D1586. If “slickens” are encountered within roadway approach, Crawford will use helby thin-wall sampling for consolidation testing.

We will complete a boring at each bridge support, a boring every 200 linear ft along the retaining walls and sound walls, and a boring every 500 linear ft along the HOV widen. CONSULTANT will also complete 3 to 5 falling head infiltration tests at identified drainage basins at or nearby Caltrans R/W. The borings will be cement-grout backfilled per Sacramento County permit requirements.

At the proposed Rancho Cordova Parkway and bike paths, CONSULTANT will complete test pits to obtain soil samples and observe the cobble/gravel distribution. Test pit excavation will be loosely backfilled and tamped with the backhoe bucket. The test pits will be spaced approximately every 3,000 ft.

We assume traffic control will consist of temporary single lane closures with flaggers and shoulder closures. We will complete borings/test pits off of the road where access is possible. If determined appropriate, field exploration could be included as part of the preliminary foundation report.

Laboratory Testing: We propose the following laboratory tests, as appropriate, on representative soil samples obtained from the exploratory borings: moisture content and dry density; direct shear or unconfined compression; grain size analysis; plasticity index; consolidation, R-value, and soil corrosion.

Engineering Analysis / Foundation Reports: CONSULTANT will review available geotechnical, geologic, and seismic information for the site including geologic maps, fault maps, and seismic hazard maps.

For each bridge (five total), a Draft Foundation Report consistent with current Caltrans guidelines. Each report will provide a site/project description, summarize site geology, groundwater, corrosivity, subsurface exploration, field and laboratory soil tests, soil engineering properties, seismic data and evaluation, liquefaction, axial and lateral analysis, foundation recommendations (e.g., spread footings, driven piling, and cast-in-drilled-hole piling), approach recommendations, construction considerations; Log of Test Borings; etc. A Final Foundation Report incorporating the review comments will be completed for each site.

CONSULTANT will prepare a Draft Earth Retaining Systems Report consistent with current Caltrans guidelines. The report will provide a site/project description, summarize site geology, groundwater, corrosivity, subsurface exploration, field and laboratory soil tests, soil engineering properties, bearing stress, settlement, footing/foundation embedment depth, Log of Test Borings, and construction considerations. The Earth Retaining Systems Report will address all retaining walls throughout the project. A Final Earth Retaining Systems Report will be signed and stamped by Crawford after addressing written comments.

CONSULTANT will prepare a Draft Geotechnical Design/Materials Report consistent with current Caltrans guidelines. The reports will provide a site/project description, summarize site geology, groundwater, subsurface exploration, field and laboratory soil tests, soil engineering properties, liquefaction potential, infiltration rates, cut/fills, subgrade preparation, pavement recommendations, sound wall foundation recommendations, culvert foundation recommendations, and construction considerations. A Final Geotechnical Design/Materials Report incorporating the review comments will be completed.

Task 3.12. Hazardous Materials Evaluations

Based on our understanding of the provided information and our familiarity with similar projects in the City of Rancho Cordova and the County of Sacramento, we propose to prepare a limited Phase 1 Initial Site Assessment (ISA) to help identify Recognized Environmental Conditions (RECs) and hazardous materials conditions that might

affect the project. In addition to the ISA, we propose to conduct a limited Preliminary Site Assessment (PSA) to assess if metals (lead from the use of leaded gasoline, mercury and arsenic from past dredging operations) are present at concentrations above their hazardous waste thresholds.

The ISA will include the following elements:

1. Records review: Crawford will contract with Environmental Risk Information Service (ERIS) to conduct a computerized search of federal, state, local, and tribal environmental agency database records. These database records will be reviewed for information pertaining to the project site and properties within ASTM standard search radii applicable to each database.
2. Physical Site Review: The ISA will include a summary of geologic and hydrogeologic conditions underlying the project.
3. Historical Land Use Review: ERIS will provide historical aerial photographs and historical USGS topographic maps for the project site and vicinity. Crawford will review these to develop a history of general property uses for the project site and surrounding parcels.
4. Site reconnaissance: Crawford will perform a walking reconnaissance of the project alignment to identify visual evidence of current or past uses of the project alignment and adjacent properties, including visual evidence of the following: above or below ground fuel storage tanks, vehicle maintenance areas, oil and gas operations, dump sites, discolored soils or stressed vegetation, surface discharge of fluids, stockpiled soil, discharges, odors, transformers, wells, standing water, hazardous substance containers or unidentified containers, etc. A driving reconnaissance (windshield survey) will observe conditions at other properties in the area to identify conditions that might affect the project alignment.
5. Interviews – Where warranted by the research and observation, Crawford will make reasonable attempts to conduct interviews with persons identified as knowledgeable about potentially contaminated facilities adjacent to the project site. Interviews may be conducted in person, by telephone, or in writing. Individuals interviewed might include owners, occupants, local government officials, or others.

The current routes of U.S. Highway 50, Folsom Boulevard, and White Rock Road have been utilized since the early part of the 20th century, throughout the period of leaded gasoline usage (1920s into the early 1980s). Use of leaded gasoline may have resulted in deposition of aerially deposited lead (ADL) along the roadways at concentrations that now exceed hazardous waste thresholds. As a cost-saving measure, Crawford will collect these samples at the same time geotechnical exploration is being conducted. Utilizing the same encroachment permit and traffic control setup.

The area of the proposed Rancho Cordova Parkway alignment has previously been dredged for gold. Mercury has historically been utilized in dredging operations, and may be present in the soil beneath the proposed project alignment. Dredging operations can artificially concentrate naturally occurring arsenic. Crawford proposes to screen shallow soil within the proposed project alignment for the presence of mercury and arsenic at concentrations exceeding hazardous waste thresholds.

The PSA will consist of the following elements.

1. Connection of the proposed parkway with both U.S. 50 and White Rock Road may call for removal of existing thermoplastic traffic striping. Samples of the traffic striping will be collected to assess if the lead concentration in the white paint, or the lead and cadmium concentrations in the yellow paint, exceed hazardous waste limits.
2. Construction of the parkway may require demolition of existing concrete flatwork, curbing, or other concrete structures. Demolition of these concrete structures will require inspection for the presence of asbestos and notification of the Sacramento Metropolitan Air Management District. For budgeting purposes, we assume collection and analysis of up to ten samples by a certified asbestos consultant.
3. To evaluate if ADL has impacted soil along the existing roads, Crawford will collect soil samples from up to eight locations along U.S. Highway 50, up to four locations along Folsom Boulevard, and up to four locations along White Rock Road. At each sample location, a hand auger will be used to advance a shallow boring (about 30 inches deep in the road shoulder). From each boring, discrete soil samples will be collected at 0 to 6 inches, 12 to 18 inches, and 24 to 30 inches below ground surface. Cuttings and base material will be returned to the boring, and the pavement restored with concrete.
4. To evaluate if mercury and arsenic have impacted soil on the Aerojet property, Crawford will collect soil samples from up to twenty locations along the route of the proposed Parkway route. Samples will be collected during the test pit excavation in Task 2. Discrete soil samples will be collected from 0 to 12 inches and 24 to 30 inches below ground surface.
5. Proposed analytical testing will be submitted to an accredited analytical lab under chain-of-custody and will include:
 - Total lead by EPA Method 6010, using metals extraction by EPA method 3050A.
 - Samples with reported total lead concentrations exceeding 50 mg/kg lead (or 10 mg/kg cadmium) will be re-analyzed for soluble metals using both the CA Waste Extraction Test (WET) and Toxicity Characteristic Leaching Potential (TCLP) methods.
 - pH analysis will be performed on one soil sample.

TASK 3 DELIVERABLES

- Deliverable 3A: 65% PS&E, inclusive of:
 - 65% Roadway Plans (11x17 PDF and Hard Copies as Requested by Caltrans)
 - 65% Signal & Lighting Plans (11x17 PDF and Hard Copies as Requested by Caltrans)
 - 65% Planting & Irrigation Plans (11x17 PDF and Hard Copies as Requested by Caltrans)
 - 65% Structures Plans and Calculations (11x17 PDF and Hard Copies as Requested by Caltrans)
 - 65% Engineers Estimate in BEES Format (MS Excel, PDF, and Hard Copies as Requested by Caltrans)
 - 65% Draft Standard Special Provisions (SSP's) (Unedited) and Listing of Proposed Nonstandard Special Provisions (NSSP's) (MS Word)
- Deliverables 3B: Technical Reports, inclusive of:
 - Draft Drainage Report (PDF)
 - Draft Storm Water Data Report (PDF)
 - Draft Hazardous Materials Investigation (PDF)

- Draft Foundation Report (PDF)
- Stage Construction / Detour Operations Memorandum (PDF)
- Draft Transportation Management Plan (PDF)
- Draft Lane Closure Report (PDF)
- Draft Pavement Design and Materials Report (PDF)
- Draft Geotechnical Design Report (PDF)
- Life Cycle Cost Analysis (PDF)

TASK 4. PREPARE AND OBTAIN ENVIRONMENTAL PERMITS AND PERFORM ENVIRONMENTAL REVALIDATION

Task 4.1. Environmental Revalidation

CONSULTANT will use the provided final project design information and description of construction phasing and schedule to re-evaluate and re-validate both the NEPA and CEQA impact conclusions and findings.

CEQA – CONSULTANT will assist the City with review of the EIR to determine whether the final project design is adequately addressed by it and whether construction of an interim-year project phase can be found consistent with it so that none of the conditions in CEQA Guidelines Sections 15162, 15163 or 15164 apply to the project, eliminating the need for additional CEQA documentation. After the CEQA review is complete, ICF will provide conclusions, supported by substantial evidence, for the City's files.

NEPA – CONSULTANT will review NEPA findings to confirm that the conclusions in the EA are still valid and apply to the final project design. ICF will prepare summary memoranda, as described below, that document re-evaluation efforts and re-validation of each NEPA resource topic and federal authorization already received.

Air Quality – CONSULTANT will prepare a brief memorandum documenting that the original EIR/EA conclusions relating to construction and operational emissions impacts are still valid. The reevaluation will include review of the air quality study, traffic data, and current plans for construction phasing. The scope assumes no design changes have occurred since the previous environmental analysis and that the relative magnitude of operational emissions between the build and no build alternatives is the same as evaluated in the EIR/EA. The scope also assumes that the air quality conformity determination for the original EIR/EA is still valid and does not need to be updated for NEPA re-validation.

Noise – CONSULTANT will prepare a brief technical memorandum to validate the original noise analysis conclusions in the EIR/EA relating to construction and operational impacts and evaluated mitigation. The validation will include a review of the project noise study report, land use surrounding the project, and traffic volumes on project roads, using the traffic data provided. This approach assumes that any changes to the project design would not affect the conclusions of the original noise analysis. This scope does not include noise monitoring and assumes previous noise monitoring conducted for the project is sufficient for the purpose of traffic noise model validation in the original analysis.

Cultural Resources – CONSULTANT will confirm that the Area of Potential Effects (APE) encompasses the provided current limits of permanent and temporary ground disturbance. The archaeologist will review the EIR/EA and HPSR conclusions to confirm that the current project design is consistent with the original cultural resource findings. ICF will prepare a brief memorandum documenting the review and confirming the validity of the No Historic Properties Affected finding. Based on the original analysis, this scope assumes there are no built resources in the APE 45 years old or older that now require consideration or evaluation. Consultation with SHPO and Native American Tribes under Section 106 is presumed complete. If additional efforts such as a records search update, field survey, or resource evaluations are required by Caltrans to validate the cultural resource conclusions, this scope can be amended. The memorandum will reference the previous consultation efforts and will be provided for purposes of Section 106 and NEPA re-validation.

Biological Resources – CONSULTANT will obtain and review updated versions of California Natural Diversity Database species lists for special-status species that have been recorded in the project vicinity, the California Native Plant Society species list for special-status plants in the project vicinity, and USFWS species list for the project area. The previous environmental documentation prepared for the project will also be reviewed. The botanist and wildlife biologist will conduct a reconnaissance site visit to review the current conditions in the project area, confirm land cover mapping (no new map), assess habitat for special-status plants and wildlife from updated species lists that were not previously addressed, and assess any changes in potential impacts from the project. An accounting of the number and location of elderberry shrubs (but not stem counts) will be made during the field survey. Photographs of current conditions will be taken, including culverts and other aquatic resources.

In support of state and federal permit applications (see below) and to verify that no new compensatory mitigation would be required, the aquatic resource delineation data, including data collected more recently than what is shown in the EIR/EA, will be reviewed during a site visit. The previously approved Jurisdictional Determination for aquatic resources is expired. The boundary of each aquatic feature in the biological study area will be compared to current visible boundaries, and any new or altered aquatic resource boundaries will be mapped in the field. Up to 10 new delineation sampling points (excavated soil pits) will be taken if needed to revise the established aquatic feature boundaries. ICF will notify USA North 811: DigAlert prior to the field survey. A map and letter report with the current findings will be prepared for the Permit Applications, described below.

A brief memorandum describing the results of the updated species lists and the methods and results of the reconnaissance survey will be prepared. The memorandum also will compare the previous impact limits and results in the EIR/EA to the current design. The biologists also will evaluate and document that the conclusions in the previous USFWS consultation are still valid.

Community Impacts, Section 4(f), Growth, Aesthetics, Hydrology and Floodplain, Water Quality and Storm Water Runoff, Traffic – For NEPA topics not addressed in the individual memoranda above, CONSULTANT will prepare a memorandum that will briefly describe the history of the project, summarize the current conditions and project design and describe why there are no substantial changes to the earlier analyses.

Re-validation Form – CONSULTANT will complete the latest version of the Re-validation Form to provide the NEPA conclusion and prepare the form for Caltrans to finalize and sign.

Task 4.2. Prepare 401/404/1600/US Bureau of Reclamation Permits

CONSULTANT will review the provided project description for Rancho Cordova Parkway and, if necessary, assist with the development of new or updated written descriptions based on information provided by the project engineers specific to each project action needing authorization by regulatory agencies. Once the technical project activity descriptions, disturbance boundaries, staging/laydown areas, and construction methods are complete and approved for use in applications, ICF will use them to determine the extent of impacts to jurisdictional resources and use GIS to create the impact maps needed for each permitting task described below.

Aquatic Resources Delineation Map and Letter Report – The boundaries of all potential aquatic resources will be mapped and documented according to the Sacramento District’s 2016 Minimum Standards for Acceptance of Aquatic Resources Delineation Reports and Updated Map and Drawing Standards for the South Pacific Division Regulatory Program (February 2016). A cover letter including the methods and results of the updated mapping will be prepared for submittal to the U.S. Army Corps of Engineers along with the digital data for the site, aquatic resource boundaries, any new data point locations in a geographic information system format, and a completed and current Aquatic Resources Excel spreadsheet. CONSULTANT will submit the updated delineation to the USACE and request a preliminary Jurisdictional Determination concurrent with the request for CWA 404 authorization.

Clean Water Act Section 404 Permit – CONSULTANT will prepare and submit a pre-construction notification (PCN) demonstrating compliance with the 2021 NWP 14 (Linear Transportation Projects) conditions including Water Quality Certification (WQC), the federal Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA). The original outcome of ESA and NHPA consultations overseen by Caltrans will provide ESA and NHPA compliance.

Clean Water Act Section 401 Water Quality Certification – CWA Section 401 prohibits Federal permitting or licensing agencies from issuing authorizations for construction activities having discharges into waters of the U.S., until the appropriate water quality certifying agency has issued a WQC or waiver procedures have been satisfied. CONSULTANT will prepare and submit a current Application for Water Quality Certification and/or Waste Discharge Requirements Package to the RWQCB. An application fee provided by the City, copies of the PCN submitted to the Corps, and the notification to CDFW will be included.

Streambed Alteration Agreement Notification – CONSULTANT will complete an online streambed alteration notification describing the project features within the onsite drainages, including construction period; construction methods; impacts to vegetation, fish, and wildlife; and the proposed mitigation and monitoring plans; and upload the supporting documents into CDFW’s Environmental Permit Information Management System (EPIMS) permitting portal. The City will need to register for an EPIMS account and allow ICF to fill out information and upload documents into EPIMS on behalf of the City. The City will also be required to pay the notification fee to CDFW.

U.S. Bureau of Reclamation Easement – CONSULTANT will prepare the application for easement from the U.S. Bureau of Reclamation (Reclamation).

Task 4.3. CPUC Formal Application

The California Public Utilities Commission is charged with the public safety of railroad – highway crossings. The grade separation will require the City to submit a formal application to the CPUC, which will ultimately result in a decision by the Commission that the crossing is acceptable. During the development of the design, the project team will meet on site in a diagnostic meeting with the CPUC, JPA, SacRT, UPRR, and other stakeholders to identify key issues to be addressed by the project design. The application will be submitted accompanied by a scoping memo which will indicate the category of the application, discuss whether hearings are expected to be necessary and describe the issues that the CPUC needs to consider in approving the crossing. The application will describe the grade separation and present reasons why it is necessary. It will have three Exhibits. Exhibit A will be a vicinity map of the grade separation. Exhibit B will contain a drawing of the grade separation showing the plan, a profile of the street and a profile of the tracks. Exhibit C will be a legal description of the crossing.

TASK 4 DELIVERABLES

- Deliverable 4A: Environmental (NEPA) Revalidation
 - Environmental Technical Memoranda Under Task 4.1
- Deliverable 4B: Permit Applications and Permits, inclusive of:
 - Aquatic Resource Delineation Update Report, including geodata, data sheets, maps, and reporting spreadsheet
 - Clean Water Act Section 404 U.S. Army Corps of Engineers Individual Permit Application Package
 - Clean Water Act Section 401 Water Quality Certification Package, for San Francisco RWQCB
 - California Fish and Game Code Section 1600 Lake or Streambed Alteration Notification Application Package, for California Department of Fish and Wildlife
 - US Bureau of Reclamation Encroachment Permit.
- Deliverable 4C: CPUC Formal Application

TASK 5. RIGHT OF WAY ENGINEERING, UTILITY AGREEMENTS

This scope assumes right of way engineering, and utility coordination will be performed by CONSULTANT. Right of way appraisals and acquisitions are not included in this scope of work.

Task 5.1. Right of Way Engineering

Right of Way Engineering services are anticipated to be needed for easements and temporary construction permits (TCEs). Consultant shall prepare plat maps and legal descriptions for these acquisitions and TCEs. The Consultant shall develop required documentation to purchase these permanent and/or temporary rights and facility appraisal and acquisition process in conformance with all applicable standards. It is assumed the extension through Aerojet will be dedicated to the City via an IOD prepared by the developer.

- Appraisal Maps: 7 Sheets at 50 scale to Caltrans Standards
- Acquisition 10 Plats & descriptions for temporary and permanent acquisitions from 5 owners to the City.

- JUA / CCUA: create 6 plats & descriptions to facilitate JUA / CCUA
- Transfer to State: Create 2 descriptions to facilitate transfer from City to State
- Record Map: 7 sheets at 50 scale documenting acquisitions
- Record of Survey: Create 10 sheet post-construction Record of survey, set up to 24 monuments, documenting final configuration and preserving monuments. It is assumed the extension will be monumented on the Final Map prepared by the developer and will not be shown on the post construction ROS.

Task 5.2. Utility Certification and Coordination

Task 5.2.1. Prepare Utility Conflict Maps / Reports of Investigations

CONSULTANT will provide final utility coordination for the project. Utility coordination services will be conducted in general conformance with Caltrans Local Assistance and Utility Relocation Manuals, and applicable local agencies and utility owners' requirements.

Conflict Mapping – Using the 65% plan package, CONSULTANT will prepare conflict mapping (“B” plans) and “B” Letters. The conflict mapping will be sent to each utility showing their facilities and anticipated conflicts. CONSULTANT will draft signature-ready utility notification letters to utility companies.

Reports of Investigation – Based on the approved relocation plan from each owner and the agreed liability split, CONSULTANT will prepare Report of Investigations as required by the Caltrans Right of Way Manual.

Task 5.2.2. Relocation Plan Coordination / Liability Determinations

It is the burden of the utility owner to provide claims for relocation costs. To facilitate the determination of costs, CONSULTANT will work closely with the affected utility owners to develop relocation plans that will clear the project. Based on the existing rights of installation of each owner (easement, lease, permit, prior right), CONSULTANT will prepare our recommendations for liability split. In the event of disagreement on the liability split with the owner, these recommendations will be used for discussion with the Owner and Caltrans. This scope assumes approximately eight (8) meetings with each affected owner as listed on the ROW data sheet in the project report.

Task 5.2.3. Prepare Utility Agreements and Notices to Owner

CONSULTANT will work with the City and Caltrans to finalize all utility agreements and certifications. This will include preparing Utility “B” and “C” letters along with Notice to Owners, Reports of Investigations, and Utility Agreements to satisfy Caltrans requirements. Once completed, Utility Certification packages will be sent to the City and Caltrans for approval and included in the Right of Way Certification package.

When the relocation plans are received, CONSULTANT will check the relocation design against the latest project plans for conflicts. CONSULTANT will then send a copy of the Final Plans (“C” Plans) along with a Notice to Owner (NTO) directing the utility company to initiate relocation construction. It is assumed that these designs will be provided by the private utility company.

TASK 5 DELIVERABLES

- Deliverable 5A: Right of Way Engineering Maps and Supporting Documentation, inclusive of:
 - Right of Entry Letters (PDF)
 - Boundary Resolution (Land Net) (ACAD Civil 3D)
 - Draft and Final Appraisal Maps (PDF)
 - Legal Descriptions (PDF)
- Deliverable 5B: Utility Agreements, inclusive of:
 - Utility “A” Letters (PDF)
 - Conflict Maps / Utility “B” Letter (PDF)
 - Report of Investigation Maps / Liability Split Estimates (PDF)
 - Reports of Investigation (PDF)
 - Utility Agreements (PDF and MS Word)
 - Notice to Owners (PDF)

TASK 6. PREPARE 95% PS&E FOR REVIEW

Task 6.1. 95% Roadway PS&E

Under this task, CONSULTANT will review comments on the 65% Roadway PS&E from the City and Caltrans and incorporate the comments into the 95% PS&E submittal. Consultant will also prepare any Non-Standard Special Provisions (nSSP) during this stage as well, for review by Caltrans and the City. Quality Control reviews will be performed.

Task 6.2. 95% Signal and Lighting PS&E

CONSULTANT will respond to the comments on 65% submittal and incorporate the resolved comments into 95% PS&E.

Task 6.3. 95% Planting and Irrigation PS&E

Based on comments received from the 65% PS&E documents, the planting and irrigation subconsultant will refine the 65% PS&E documents and further develop the plans and details in preparing 95% PS&E landscape and irrigation drawings, specifications and estimate of probable costs. The planting and irrigation subconsultant will review and respond to landscape and irrigation comments received in the provided comment response matrix. Assumes no significant change and/or redirection in the design concept.

The planting and irrigation subconsultant will review pedestrian and artistic lighting plans and specifications by others and provide comment. Budget assumes no significant change and/or redirection in the design.

Task 6.4. 95% Structures PS&E

CONSULTANT and the pump station design subconsultant will incorporate Caltrans' comments from the 65% submittal and provide comment responses for the 95% submittal. After the independent design check has been

completed, the structure plans will be updated. Structure specifications and structure cost estimates will be prepared according to the latest Caltrans standard special provisions and BEES estimate format. 95% plans, specifications, estimates, calculations, and responses to comments will be submitted to Caltrans for review and approval.

Task 6.5. Constructability Review

CONSULTANT will perform an internal constructability review satisfying Caltrans requirements. The review will be performed by construction management staff who are independent of the project design team. Constructability Review comments provided by Caltrans will also be addressed. Comments will be documented and resolved as part of the 100% submittal.

Task 6.6. Traffic Safety Review

CONSULTANT will coordinate with Caltrans Traffic Safety to conduct a traffic safety review. Based on comments from Caltrans, CONSULTANT will address and resolve the comments as part of the 100% submittal.

Task 6.7. Structure Independent Check

The structure independent check subconsultant will perform an independent design check of each structure in conformance with Caltrans bridge design procedures. The independent check will be completed by a registered engineer who was not involved in the original design of the structure. Calculations and computer analyses will be performed to check the bridge layout, structural integrity, and design details. Upon completion of the design check, discrepancies between the designer and checker will be reconciled and plans updated for preparation of final quantities, estimate and specifications.

Task 6.8. Final Drainage Report

Based on comments received on the draft drainage report, CONSULTANT will update and finalize the report. Comments will be addressed and documented in a matrix.

Task 6.9. Final SWDR

Based on comments received on the draft SWDR, CONSULTANT will update and finalize the report. Comments will be addressed and documented in a matrix.

Task 6.10. Storm Water Information Handout

CONSULTANT will prepare a Storm Water Information Handout to meet the following objectives: to summarize the water quality information of the project; to summarize the updated requirements per the current Construction General Permit (CGP); to provide general guidelines for contractors to bid on the project; to aid in developing the Storm Water Pollution Prevention Plan; and to highlight information necessary to register with the State Water Resources Control Board via the Stormwater Multi Application Reporting and Tracking System (SMARTS) and file the Notice of Intent at the start of construction.

Task 6.11. Final Foundation Reports

Based on comments received on the draft FRs, the geotechnical subconsultant will update and finalize the reports. Comments will be addressed and documented in a matrix. The geotechnical subconsultant will prepare approximately ten draft FRs. The draft FRs will include detailed design recommendations for the selected foundation types. Ten final FRs will be prepared, addressing agency comment to the Draft FRs.

Task 6.12. Freeway Agreement Support

The interchange will require amendments to the existing freeway agreements. CONSULTANT will support the effort to amend the agreements by providing supporting exhibits showing the new ramp, revised ramp locations, and post-mile limits for the amendment.

Task 6.13. Maintenance Agreement Support

The project will require amendments to the existing freeway maintenance agreements. CONSULTANT will support the effort to amend the agreements by providing supporting exhibits showing the maintenance responsibilities of the local agencies.

TASK 6 DELIVERABLES

- Deliverable 6A: 95% PS&E and Final Technical Reports and Other Supporting Documentation, inclusive of:
 - 95% Plans (PDF and 11x17 hard copies as requested by Caltrans)
 - 95% Engineer's Estimate in BEES Format (PDF and MS Excel)
 - 95% Standard Special Provisions (MS Word)
 - NSSPs for review and approval by Caltrans
 - Structure Independent Check Calculations (PDF)
 - Constructability Review and Response to Comment Matrix (PDF)
 - Traffic Safety Review and Response to Comment Matrix (PDF)
 - Office Engineer Review Response to Comment Matrix and Red-Lines (PDF)
 -
 - Quality Control Certification of First Submittal to DOE
 - 95% PS&E Submittal to DOE Checklist (After District Circulation)
 - Construction Contract Submittal Memorandum (Draft)
 - Draft Freeway Agreement Amendment Exhibit
 - Draft Freeway Maintenance Agreement Amendment Exhibit
 - Storm Water Information Handout
 - Final Storm Water Data Report

TASK 7. PREPARE 100% PS&E

Task 7.1. 100% Roadway PS&E

Under this task, CONSULTANT will review comments on the 95% Roadway PS&E from the City and Caltrans and incorporate the comments into the 100% PS&E submittal. Quality Control reviews will be performed.

Task 7.2. 100% Signal and Lighting PS&E

The electrical subconsultant will respond to the comments on 95% submittal and incorporate the resolved comments into 100% PS&E.

Task 7.3. 100% Planting and Irrigation PS&E

Based on comments received from the 95% PS&E documents, the planting and irrigation subconsultant will refine the 95% PS&E documents and further develop the plans and details in preparing 100% PS&E landscape and irrigation drawings, specifications, and estimate of probable costs. The planting and irrigation subconsultant will review and respond to landscape and irrigation comments received in the provided comment response matrix. Assumes no significant change and/or redirection in the design.

The planting and irrigation subconsultant will review pedestrian and artistic lighting plans and specifications by others and provide comment.

Task 7.4. 100% Structures PS&E

Comments from the 95% PS&E package will be addressed and incorporated into the 100% PS&E package. Responses to comments will be prepared and all plan revisions will be made. Updates to the specifications and estimate will be completed. Revised documents will be submitted to Caltrans for review.

Task 7.5. Caltrans OE Review

Following the approval of the 100% plans by Caltrans, the PS&E package will undergo two Office Engineer reviews. This task includes documenting comments and responses, updating plans, and preparing clean red-line drawings showing changes in-between submittals.

TASK 7 DELIVERABLES

- Deliverable 6A: 100% PS&E and Final Technical Reports and Other Supporting Documentation, inclusive of:
 - 100% Plans (PDF and 11x17 hard copies as requested by Caltrans)
 - 100% Engineer's Estimate in BEES Format (PDF and MS Excel)
 - 100% Standard Special Provisions (MS Word)
 - Quality Control Certification of First Submittal to DOE
 - 100% PS&E Submittal to DOE Checklist (After District Circulation)
 - NSSPs for review and approval by Caltrans

TASK 8. FINAL PS&E

Task 8.1. Final PS&E

Task 8.1.1. Final Roadway PS&E

Under this task, CONSULTANT will review comments on the 100% Roadway PS&E from the City and Caltrans and incorporate the comments into the Final PS&E submittal. Quality Control reviews will be performed.

Task 8.1.2. Final Signal and Lighting PS&E

CONSULTANT will respond to the comments on 100% submittal and incorporate the resolved comments into final PS&E.

Task 8.1.3. Final Planting and Irrigation PS&E

Based on comments received from the 100% PS&E documents, CONSULTANT will prepare final landscape drawings, specifications, and estimate of probable costs and will prepare final irrigation drawings, specifications, and estimate of probable costs. The planting and irrigation subconsultant will review and respond to one set of consolidated and non-conflicting actionable landscape and irrigation comments received in the provided comment response matrix. Assumes no significant change and/or redirection in the design concepts.

CONSULTANT will review pedestrian and artistic lighting plans and specifications by others and provide comment.

Task 8.1.4. Final Structures PS&E

Any outstanding comments will be addressed. Plans, specifications, and cost estimates will be finalized. Any outstanding items will be submitted to Caltrans for PS&E approval. The final PS&E documents will be submitted to Caltrans for incorporation into the Office Engineer process for project advertisement.

Task 8.2. Right of Way Certification

Task 8.2.1. Hazardous Materials Disclosure Document

Based on the site investigations prepared in Task 5, CONSULTANT will prepare the Hazardous Materials Disclosure Document (HMDD) for attachment to the right of way certification.

Task 8.2.2. Right of Way Certification Support

CONSULTANT will support the right of way consultant on the right of way certification, including the following activities:

- Coordinate with Project team members for preparation of the Right of Way Certification.
- Provide Draft Right of Way Certification for approval by the City, in accordance with the Caltrans Right of Way Manual.
- Coordinate processing of the Right of Way Certification with Caltrans.

Task 8.3. Final PS&E Supporting Documentation

Task 8.3.1. Cost Estimate Certification

CONSULTANT will prepare the Cost Estimate Certification as required by the Caltrans RTL Guide. This scope assumes two (2) rounds of Caltrans review.

Task 8.3.2. Supplemental Work / State Furnished Materials Justification

CONSULTANT will prepare memoranda justifying the Supplemental Work and State Furnished Materials costs for the project. This scope assumes two (2) rounds of Caltrans review.

Task 8.3.3. Ready to List Package

CONSULTANT will prepare the Ready to List Certification Form and compile the required documents.

Task 8.3.4. Risk Register

The risk register will be updated and included in the RTL package.

Task 8.3.5. PIF's / Proprietary Projects

CONSULTANT will prepare a Public Interest Finding, if needed. The PIF will be included in the RTL package.

Task 8.3.6. Cal OSHA Tunnel Classification (Gassy / Non-Gassy)

CONSULTANT will submit plans to Cal OSHA to obtain the tunneling classification for the project. The determination will be included with the RTL package.

Task 8.3.7. RE Pending File

CONSULTANT will prepare and compile the required information for the RE pending file. The RE file will include project correspondence and memorandums that are important for the Resident Engineer to know approximately decisions, etc. that CONSULTANT were made during project development.

Task 8.3.8. Survey File

The Surveyor's file will include pertinent information needed to establish project control. Caltrans Project Development Manual, latest edition will be used as a guideline. Construction Staking Notes are not included within this task.

Task 8.3.9. Slope Stake Notes

The Surveyor's file will include slope stake notes for the proposed interchange improvements and will comply with the Caltrans Construction Manual.

TASK 8 DELIVERABLES

- Deliverable 8A: Final PS&E and Supporting Documentation, inclusive of:
 - Final Plans (PDF and 11x17 hard copies as requested by Caltrans)
 - Final Engineer's Estimate (PDF and MS Excel)

- Final Technical Specifications (MS Word)
- Deliverable 8B: Right of Way Certification
 - Hazardous Materials Disclosure Document
 - Project status report spreadsheets.
 - Draft Right of Way Certification.
- Deliverable 8C: RTL Certification, inclusive of:
 - RTL Certification Form
 - Cost Estimate Certification (CEC) Form
 - Supplemental Work – Justification to Exceed 5% Non-excluded
 - Supplemental Work – Need & Justification Memorandum
 - State Furnished Materials Memorandum
 - Proprietary Product (Brand or Trade Name) – Approval to Use
 - Proprietary & Sole Source Item – PIF for Each
 - Cal Osha Tunneling Classification
 - RE Pending File
 - Survey File and Slope Stake Notes
 - Quality Control Certification of First Submittal to DOE
 - NSSP Approvals
 - 100% PS&E Submittal to DOE Checklist (After District Circulation)
 - Construction Contract Submittal Memorandum
 - Project Delivery Asset Form
 - Time Related Overhead (TRO) Bid Item – Approval to Exclude from a Qualify Project
 - Maintaining Existing TMS Elements During Construction
 - Crumb Rubber Usage Reporting Form
 - Damage Clause Recommendation for Late Lane Closure Pick-Up
 - Contingencies – Justification to Differ from 5%
 - Survey File Delivery Form – Final Verification
 - Funding Package
 - Cross Sections
 - Site Investigation Report

TASK 9. STAKEHOLDER COORDINATION

Task 9.1. Stakeholder Coordination / Public Workshops

The outreach subconsultant will lead the outreach effort for the PS&E phase. During PS&E, the outreach efforts are envisioned to be more focused and occur primarily at the “back-end” of the project to inform key stakeholders and communities of any changes in the project design, receive input approximately the project, and prepare for the construction phase. Activities envisioned include the following:

Stakeholder Database and On-Going Communications

AIM will develop and maintain a stakeholder database throughout the project’s duration. This database will include

stakeholder names, contact information as well as the preferred method of contact, and potential key concerns and/or areas of project interest. AIM will work with the City to further identify key stakeholders.

AIM will document and respond to all electronic inquiries received through email, social media channels, and text.

Project Webpage Content

AIM will design and develop a project webpage, to be hosted on the City of Rancho Cordova's official website. AIM will prepare accurate and timely updates to inform users of important project information and events throughout the project. The webpage content will include project information, schedules, upcoming meetings, renderings, and/or design images.

Direct Mailer Notification (2)

AIM will prepare and mail project information flyers to properties and tenants in the vicinity of the project at least two times during the project development, to update the constituents of the project. The mailer will include but is not limited to project description, mitigation measures, aesthetics, access issues, schedule, the anticipated date for public meetings, and schedule. AIM will mail the postcard to residents and property owners in the vicinity identified by the City.

Public Information Meetings: key stakeholder meeting and community-wide workshops (Up to 8)

AIM will coordinate and facilitate eight in-person or hybrid public outreach meetings (6 of those meetings will be for key stakeholders including nearby residents and businesses and 2 community-wide workshops). Key stakeholders will be contacted early in the project development to share project information and to understand and collaborate on possible concerns and opportunities to improve design to fit within the context of the community. Once the project team has worked with the key stakeholders, then the project team will host a community-wide workshop to introduce the project and explore existing conditions (travel patterns, areas of concerns and opportunities for improving conditions for all modes of travel.). Further key stakeholder meetings will be held during the project development to assure communication throughout the design development. A second community-wide workshop will be held after design concepts have been developed.

Key areas to address during the public meetings:

- Provide a project design update and any associated impacts
- Provide an update on the construction phase
- Consideration of alternative bridge railings
- Consideration of aesthetic features

Notifications Community Workshops (2): AIM will coordinate with the City of Rancho Cordova and the project team to ensure that each workshop is well advertised. In addition, AIM will work with the City's existing communication channels to disseminate project information and ensure that the community is informed throughout the project's duration. AIM will provide content to the City for posting to the project webpage, calendar, and social media channels.

City Council Presentations (2): Consultant will prepare and attend two (2) City Council meetings to present the project status and collect feedback from the Council.

TASK 9 DELIVERABLES

- Deliverable 9A: Stakeholder Outreach Summary
- Deliverable 9B: Project Webpage

- Deliverable 9C: Direct Mailers
- Deliverable 9D: Public Meeting Content (agendas, visuals, notifications, and minutes)

TASK 10. FUNDING SUPPORT

Task 10.1. Funding Strategy Support

CONSULTANT will support the City in preparing a comprehensive funding strategy for the project, including coordination with regional, state, and federal funding partners. CONSULTANT will also prepare four (4) separate funding applications for the project, including preparing exhibits, writing grant application, developing benefit/cost models, etc.

TASK 10 DELIVERABLES

- Deliverable 10A: Funding Support (Preparation of 4 funding applications and supporting documents)

TASK 11. SUPPORT DURING BIDDING AND AWARD

Task 11.1. Bidding Assistance

The CONSULTANT team will assist the City during the bidding process; this scope assumes that the City will advertise, award, and administer the construction contract. The work may include, but not limited to, answering bid inquiries from prospective bidders, attending pre-bid meetings, and preparing addenda to the PS&E documents during the advertisement period.

TASK 11 DELIVERABLES

- Deliverable 10A: Bid and Award Support

**. EXHIBIT B
COMPENSATION SCHEDULE**

