

The other terms of the agreement provide for alternative action, accounting and audit standards, publication of study results, and performance criteria.

|           |   |
|-----------|---|
| \$15,800  | City of Sacramento - Staff and materials assistance   |
| 11,700    | County of Sacramento - Staff and materials assistance |
| 7,000     | WILBUR SMITH ASSOCIATES - for alternatives assistance |
| 93,770    | Consultant work                                       |
| 24,040    | SRAPC administration                                  |
| 240       | SRAPC meeting costs                                   |
| 1,680     | SRAPC printing and publication                        |
| 2,770     | Regional transit staff costs                          |
| \$150,000 | Total   |

The 1-80 Interstate Study became necessary when the City withdrew the I-80 when it was determined that the highway system would not be used.

BACKGROUND

The attached contract between the City of Sacramento and the Sacramento Regional Planning Commission sets forth the terms and conditions of its participation in the Sacramento Riverfront Project.

SUMMARY

**Subject:** Contract with Sacramento Regional Area Planning Commission for Interstate 80 Bypass Corridor Study

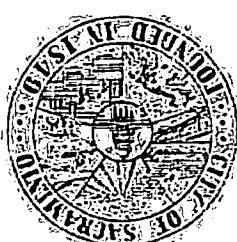
#### Honorab[e] Members in Session

Sacramento California

(916) 449-5704  
9151 STREET 95814  
CITY HALL

September 29, 1980

CITY MANAGER  
OFFICE OF THE



## CALIFORNIA SACRAMENTO

FINANCIAL DATA:

No fiscal impact. The City acts as a conduit for Federal and State funds.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute the attached agreement.

Respectfully submitted,

  
Mac Mailis  
Assistant City Manager  
for Community Development

Recommendation Approved:



 Walter J. Slipe, City Manager

October 7, 1980

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
SACRAMENTO REGIONAL AREA PLANNING COMMISSION  
AND THE  
CITY OF SACRAMENTO

I. This Agreement, entered into on July 24, 1980, by and between the City of Sacramento, hereinafter referred to as the "City" and the Sacramento Regional Area Planning Commission, hereinafter referred to as the "Commission," is for the purpose of providing non-federal funds from the State of California, for which the City is recipient, to the Commission to assist in the conduct of an analysis of alternatives to the construction of a freeway in the I-80 Bypass Corridor as required by U. S. Department of Transportation regulations.

WHEREAS, the City has requested, in cooperation with the Governor of the State, the withdrawal of the I-80 Bypass freeway as an interstate highway segment, and

WHEREAS, the City and the Commission have jointly agreed upon the terms, organization, and schedule for studies required which will make use of funds available to the City as a result of withdrawal of the Interstate segment, and

WHEREAS, the Commission has been requested and has agreed to perform as the lead agency in conducting the necessary studies, and

WHEREAS, the Commission has made application for and received a grant from the U. S. Department of Transportation, Urban Mass Transportation Administration (UMTA), to conduct the necessary studies, which grant requires non-federal matching funds; and

WHEREAS, the City desires to contribute as its share of the project cost State Highway Account (Article XIX) funds if, as and when such funds are provided by the State of California and received by the City;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

II. THE CITY AGREES to provide to the Commission \$134,200 of the total of \$150,000 to be provided by the State of California for this study.

THE CITY FURTHER AGREES to retain \$15,800 to defray a part of the cost to the City of personnel and other efforts in direct support of the study.

THE CITY FURTHER AGREES to report on work performed in the detail required by the State in its contract with the City, including all in-kind expenditure of effort, so that a complete and auditable record of the project can be maintained by the Commission.

III. THE COMMISSION AGREES to use the funds provided by this agreement to support the I-80 Alternatives Analysis project as outlined in Exhibit 1, attached hereto and by this reference incorporated herein.

THE COMMISSION FURTHER AGREES to provide overall direction to the study through a project manager, to provide direction to staff provided by the City, to employ and direct the work of consultants as required to meet the schedule and objectives previously agreed to by the City and the Commission and as generally outlined in Exhibit 1, and to act in all other respects as the lead agency in conducting an I-80 Alternatives Analysis.

THE COMMISSION FURTHER AGREES to provide the City with such documentation appropriate to its accounting functions in justification for payment as the City might require, and as a minimum, the documentation called for in the Memorandum of Understanding between the California Department of Transportation and the City attached hereto as Exhibit 2 and by this reference is incorporated herein. In this regard, the Commission will maintain project records and prepare progress payment vouchers as required by the City's agreement with the State.

- IV. EFFECTIVE DATE** - This agreement becomes effective on the effective date of the City's contract with CALTRANS (March 28, 1980). This agreement shall terminate on June 30, 1981, unless terminated earlier as provided by Section V. All work performed by the Commission pursuant to this agreement prior to July 1, 1981 shall be paid for by the City up to the total sum of \$134,200, as and when funds to pay said sum are paid to the City pursuant to Exhibit 2.
- V. TERMINATION** - This agreement may be terminated by mutual consent or upon thirty (30) days written notice by either party. Upon termination, two copies of all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Commission for the Study shall, at the request of the City, be submitted to the City and the Commission shall be entitled to receive just and equitable compensation for any work performed by the Commission on such documents and other material, as and when funds to pay for such work are paid to the City pursuant to Exhibit 2.
- VI. SCHEDULE OF PERFORMANCE** - The services called for under this agreement shall be performed commensurate with available staff resources of the Commission and its consultants according to the schedule set forth in Exhibit 1 and included in the Commission's approved work program.
- VII. NO PAYMENT PRIOR TO EFFECTIVE DATE OF CONTRACT BETWEEN THE CITY AND CALTRANS** - The Commission will not be reimbursed for study costs incurred prior to the effective date of the agreement between the City and CALTRANS contained in Exhibit 2 attached hereto.
- VIII. ACCOUNTING PROCEDURES** - The Commission shall account for all services and funds as provided in Exhibit 2. Such accounting shall be supported by adequate records to enable the correlation of time expended on the individual task identified in Exhibit 1.

IX. REPORTS - The Commission shall submit progress reports to the City in a form satisfactory to the City Manager.

X. SUBCONTRACTING - The Commission has retained a consortium of consultants under Wilbur Smith and Associates as prime subcontractor on this project. The City reserves the right, through its City Manager, to approve subcontractors which are to be employed after the date this agreement is entered into with the funds provided to the Commission by this agreement. A copy of the agreement with Wilbur Smith & Associates is attached hereto and incorporated herein by this reference as Exhibit 3. No change shall be made in the said agreement without the prior consent of the City.

XI. EQUAL OPPORTUNITY EMPLOYMENT - The Commission shall comply with Title VI of the Civil Rights Act of 1964, as amended and all requirements with respect thereto, as set forth in Exhibit 2 attached hereto and incorporated herein by reference. The Commission has sought and will continue to seek to involve minority business enterprises to the maximum extent practical in its subcontracting arrangements.

XII. LIABILITY - Neither the City nor any of its officers or employees shall be liable for any damages occurring by reason of anything done or omitted to be done by the Commission under or in connection with any work, authority or jurisdiction delegated to the Commission under this agreement.

XIII. IDEMNIFICATION - It is further agreed and understood that, pursuant to Government Code Section 895.4, the Commission shall fully indemnify and hold the City harmless from any liability for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the Commission under or in connection with any work,

authority or jurisdiction delegated to the Commission under this Agreement.

Neither the Commission nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction not delegated to the Commission under this Agreement.

It is further agreed and understood that, pursuant to Government Code Section 895.4, the City shall fully indemnify and hold the Commission harmless from any liability for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority, or jurisdiction not delegated to the Commission under this Agreement.

XIV. LICENSE TO USE - The Commission agrees to and does grant the City an irrevocable license to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports or other work products arising out of the services performed pursuant to this Agreement.

XV. STATE OF CALIFORNIA NOT OBLIGATED TO THE COMMISSION - It is understood by the parties hereto that the State of California will not be obligated or liable directly to the Commission as a condition of this Agreement even though part of the funding derives from a grant from the State of California.

XVI. INDEPENDENT CONTRACTOR - It is understood and agreed that the Commission is an independent contractor as to the City and that no relationship of employer-employee exists between the parties hereto. If, in the performance of this agreement, any third persons are employed employees of the Commission, or presently existing employees of the

Commission are utilized, such persons shall be employed and shall be entirely and exclusively under the direction, supervision and control of the Commission. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharge or any other terms of employment by requirements of law, shall be made by the Commission, and the City shall have no right or authority over said persons or the terms of such employment.

The Commission, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Act, the Unemployment Compensation Act, or any other federal or state laws or acts which in any way shall impose liability for any Social Security, Unemployment Compensation, or other taxes or penalties arising or levied by reason of the employment of persons employed by it. The City shall not be liable for any Worker's Compensation or other benefits accruing under any federal or state law or acts to any person employed by the Commission under this Agreement, but such liability, if any, shall be exclusively that of the Commission.

**XV. ASSIGNABILITY** - The Commission shall not assign any interest in this Agreement and shall not transfer any interest in the same, without prior written consent of the City hereto.

J. F. D.  
R. H. D.  
J. F. D.  
J. F. D.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement  
as of the date first hereinabove written.

APPROVED AS TO FORM:

*William G. Holliman*  
WILLIAM G. HOLLIMAN, JR.  
General Counsel

SACRAMENTO REGIONAL AREA PLANNING COMMISSION  
Recommended by:

*James A. Barnes*  
JAMES A. BARNES, EXECUTIVE DIRECTOR

APPROVED BY:

*Joseph E. Sheedy*  
JOSEPH E. SHEEDY, Chairman

CITY OF SACRAMENTO

BY

*Walter J. Slipe*  
WALTER J. SLIPE  
City Manager

APPROVED AS TO FORM:

*James P. Jackson*  
JAMES P. JACKSON  
City Attorney

BY

*William P. Carnazzo*  
WILLIAM P. CARNAZZO  
Deputy City Attorney

**EXHIBIT 1**

**WORK PROGRAM FOR I-80 ALTERNATIVES ANALYSIS**

**SRAPC  
JFA 79/80  
2/11/80**

**ELEMENT V**

**SUBELEMENT RTP-8a: I-80 BYPASS STUDY CONCLUSION TO 1978/79 STUDY**

**Subelement Goal:** To provide direction through public involvement and work program monitoring and, through technical study, to provide a comprehensive basis for decisions concerning the development of a high capital cost project in one corridor of the Sacramento Urbanized Area.

**Subelement Objective:** To provide information and analysis concerning alternatives recommended for in-depth study in the I-80 Bypass Study (FY 78/79).

**Work Activities:**

1. Jointly (with CALTRANS) revise and distribute final report. (12%)
2. Participate in public involvement process and hearings leading to I-80 Bypass Corridor recommendations. (15%)
3. Conduct supplemental analysis as required to respond to public reactions concerning preliminary recommendations. (23%)
4. Begin data development for input to SATS/UTPS models for 1979 base year and 2000 horizon year population, housing, and income, as well as network edits. (50%)

**End Products:**

1. Acceptable final study report. (September 1980)
2. Recommendations by the study steering committee, City of Sacramento, County of Sacramento, and the Sacramento Regional Area Planning Commission to the Governor concerning the I-80 Bypass facility. (November 1980)
3. Complete set of edited socio-economic inputs for 1979 base year SATS/UTPS simulation run.
4. 1979 Transit and required adjustments to 1979 highway network to simulate 1979 existing conditions scenario.

| <b>INCOME:</b>   |          | <b>EXPENDITURES:</b> |          |
|------------------|----------|----------------------|----------|
| S-B 325          | \$ 8,742 | SRAPC                | \$45,269 |
| State Subvention | 6,027    | CALTRANS (03)        | 15,000   |
| FHWA             | 8,500    |                      |          |
| UMTA             | 27,000   |                      |          |
|                  | \$50,269 |                      | \$50,269 |

**Person Months:** 6.75

ELEMENT VSUB-ELEMENT RTP-8b: I-80 BYPASS PHASE II ALTERNATIVES ANALYSIS/DEIS

Sub-Element Goal: To complete an analysis of transportation alternatives in the I-80 Bypass, select an alternative, and to prepare a Draft and Final Environmental Impact Statement on a selected alternative.

Sub-Element Objective: To develop and document the analysis, comparison, selection, and impact projection resulting in the selection of a transportation alternative in the I-80 Bypass Corridor.

Work Activities:

1. Provide overall direction to the alternatives study, engage and manage professional consultant(s) in the performance of work (SRAPC). (8%)
2. Coordinate the work of local agency staff, the consultant(s), and CALTRANS staff in developing the analysis of alternatives (SRAPC). (2%)
3. Maintain and provide staff services to the I-80 Bypass Steering Committee (SRAPC/Consultant). (4%)
4. Assemble and coordinate a technical advisory committee (TAC) to review and oversee technical work in the analysis of alternatives (SRAPC). (2%)
5. Conduct citizen involvement program including a "scoping meeting", regular citizen briefings, workshops on evaluation and selection of alternatives, and community informational presentations (SRAPC/Consultant). (6%)
6. Develop various input data for travel simulation models, e.g., population, housing, employment, and income data, network codings, and system operating parameters (SRAPC/City of Sacramento). (2%)
7. Operate transportation models and provide simulation output and input documentation to consultant(s) for analysis (CALTRANS). (8%)
8. Review the work of the consultant(s), assess documentation, and maintain work schedules (SRAPC/City of Sacramento/County of Sacramento/Regional Transit). (4%)
9. Perform Alternatives Analysis and develop Environmental Impact Statement per consultant scope of work (Consultant). (64%)  
*(Scope of work for consultant services is contained in an appendix to this Joint Funding Program.)*

**EXHIBIT 1 CONTINUED**

**End Products:**

1. Summary reports and technical documentation as set forth in the scope of work for consultant services.
2. Alternatives Analysis/DEIS for selected alternative. (September 1980)
3. Final Environmental Impact Statement for selected alternative. (November 1980)
4. Action plan for implementation. (January 1981)

**INCOME:**

|                                 |            |
|---------------------------------|------------|
| UMTA Section 8                  | \$ 375,000 |
| SB 325                          | 40,000     |
| Proposition 5 Funds             | 150,000    |
| City of Sacramento <sup>1</sup> | 20,000     |
|                                 | <hr/>      |
|                                 | \$ 585,000 |

<sup>1</sup>/In-Kind Match

**EXPENDITURES:**

|                      |            |
|----------------------|------------|
| SRAPC                | \$ 83,000  |
| CALTRANS             | 53,000     |
| City of Sacramento   | 35,800     |
| County of Sacramento | 11,700     |
| SRTD                 | 1,500      |
| Consultant           | 390,000    |
|                      | <hr/>      |
|                      | \$ 585,000 |

PROJECT DESCRIPTION

The I-80 Bypass Phase II Alternatives Analysis is the second phase of a study to determine the most appropriate means of meeting demand in the corridor to the northeast of downtown Sacramento. In the first phase of the study, a decision to request withdrawal of a proposed Interstate freeway project, subject to certain conditions, was reached. The withdrawal of the Interstate segment has resulted in the capability to finance an alternative project or alternative projects (provided such project or projects can be selected in a timely fashion). Timely completion of the Phase II Alternatives Analysis is the critical factor in making the Interstate Withdrawal funds available to the Sacramento Urbanized area.

To this end, the Sacramento Regional Area Planning Commission has been designated as the lead agency to engage consulting services and to develop the required study. The Commission is preparing an application for, and expects to receive, UMTA assistance in the amount of \$400,000. This amount will be matched with a combination of state and local staff efforts California Article XIX funds, and Commission funds to a total of \$350,000.

The study will be conducted so as to follow UMTA/NEPA guidelines and California Environmental Quality Act guidelines in the preparation of a Draft EIS/EIR and the most recent UMTA/U.S. DOT procedural guidelines in preparing an associated Alternatives Analysis report.

The I-80 Bypass Corridor is generally defined as the transportation corridor to the northeast of the Sacramento CBD principally served by I-80, I-880 and arterials from El Camino Avenue to Greenback Lane. The relationship of the I-80 Corridor to the U.S. 50 (or "Folsom") Corridor has been an initial consideration of the Alternatives Analysis. During the scoping process, the Steering Committee recommended and the Commission decided to combine alternatives in the I-80 and the Folsom Corridor. The Commission therefore established the northeast corridor of the urbanized area as the priority corridor.

The alternatives proposed for study are:

- No Build
- TSM - Transportation System Management
- HOV - High Occupancy Vehicle Roadways
- LRT - Light Rail Transit

The basic elements of each alternative are listed in the table on the following page. Several variations of these alternatives will be evaluated for combinations of options in the I-80 and Folsom Corridors. These are:

| <u>ALTERNATIVE</u> | <u>I-80 CORRIDOR</u> | <u>FOLSOM CORRIDOR</u> |
|--------------------|----------------------|------------------------|
| 1                  | No Build             | No Build               |
| 2                  | TSM                  | TSM                    |
| 3A                 | HOV                  | TS M                   |
| 3B                 | HOV                  | TS M                   |
| 3C                 | HOV                  | HOV                    |
| 4A                 | LRT                  | LRT                    |
| 4B                 | LRT                  | TS M                   |

**EXHIBIT 1 CONTINUED.**

**I-80 BYPASS ALTERNATIVES ANALYSIS/ENVIRONMENTAL IMPACT STATEMENT**

**DESCRIPTION OF ALTERNATIVES**

| Transportation System Elements                      | ALTERNATIVE |     |     |     |
|---|-------------|-----|-----|-----|
|   | NO BUILD    | TSM | HOV | LRT |
| Existing Street & Highway Network                   | Yes         | Yes | Yes | Yes |
| Transportation System Management (TSM) Improvements | Minimal     | Yes | Yes | Yes |
| Existing Bus Transit System                         | Yes         | No  | No  | No  |
| High Occupancy Vehicle Roadway                      | No          | No  | Yes | No  |
| Light Rail Transit Guideway                         | No          | No  | No  | Yes |
| Park and Ride Lots                                  | No          | Yes | Yes | Yes |
| Expanded or Revised Bus System                      | No          | Yes | Yes | Yes |

PROJECT ORGANIZATION

The I-80 Bypass Phase II Alternative Analysis will be conducted under the prime direction of a Policy Steering Committee made up of elected officials from the Sacramento City Council and the Sacramento County Board of Supervisors and appointed officials from the Sacramento Regional Transit District and the California Department of Transportation. The Steering Committee has a two part role. First, the Committee is charged with the responsibility of providing policy direction. Second, the Committee is a forum where the concerns of each jurisdiction and the public at large may be discussed and consensus on the issues can be achieved.

The study process will involve local agency technical staffs and a consultant or consultants to complete all analytical work in the study. The work will be coordinated by a project manager under the Commission's direction. Technical work will be reviewed by a Technical Advisory Committee made up of professionals in the fields of transportation engineering, planning, and the environmental sciences. The Committee will meet periodically to review work and provide expert advice. Technical recommendations for the Steering Committee will also be prepared by the Technical Advisory Committee after review of consultant reports and analyses.

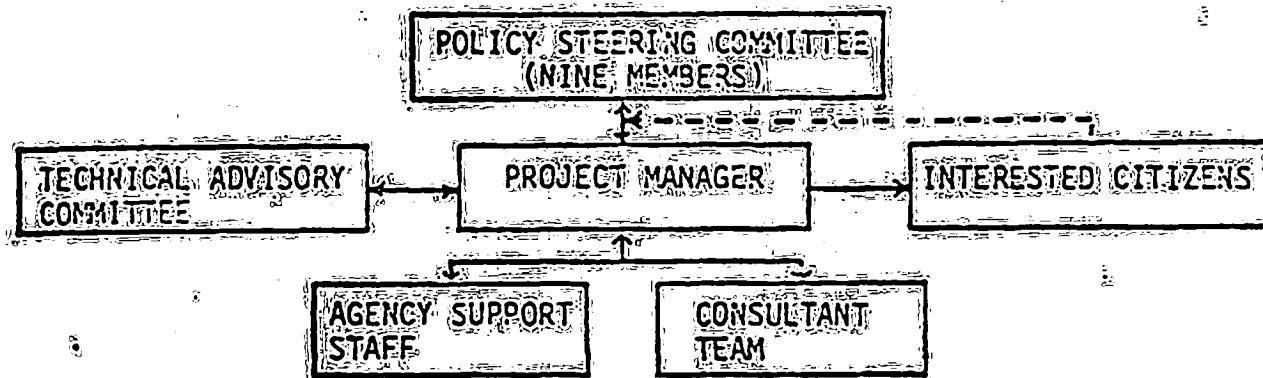
Citizen involvement in the I-80 Bypass Study has several parts. At the inception of the Study, a scoping workshop will be carried out. In the course of the study, citizens who are on the Study Manager's mailing list will be invited to a meeting prior to each meeting of the Steering Committee to receive advance information concerning presentations by the consultant and the TAC. The comments received from meetings with groups and from individuals will be summarized and presented to the Steering Committee.

When all alternatives have been analyzed and considered by the Steering Committee (which might wish to hold public hearings at various points in the process) with the benefits of full citizen and technical input, the Committee will formulate a recommendation concerning the alternative to be selected, and will direct that a DEIS be prepared.

The Steering Committee recommendation will be forwarded to the Sacramento City Council and to CALTRANS for concurrence and thence to the Sacramento County Board of Supervisors and Sacramento Regional Transit District for their review. Thereafter, the Sacramento Regional Area Planning Commission will consider its concurrence in the recommendation. Following local action, the recommendation will be forwarded to the California Department of Transportation and to the Governor of California for his consideration and action.

**EXHIBIT 1 CONTINUED**

**PROJECT ORGANIZATION CHART**



The Policy Steering Committee will meet monthly or more frequently, if necessary, to provide overall policy direction to the project manager and the consulting team, recommend the consultant(s) to be engaged, approve reports for circulation, conduct public hearings and other meetings conducted for public comment, and formulate final recommendations.

The Technical Advisory Committee will meet as necessary to maintain staff liaison, review analysis methods and findings for technical validity, and review draft technical reports and working papers prior to submittal to the Steering Committee.

The project manager will coordinate the efforts of the consultant team, the Policy Steering Committee, and the local agency staff. The project manager will report progress at least monthly to the Technical Advisory Committee and to the Policy Steering Committee. It will be the project manager's responsibility to assure that work by the consultant team and local staff meets the schedule and deadlines set forth in the work program for the study. The project manager will also have the principal responsibility for public involvement and will monitor the project budget.

APPENDIX TO THE JFA

**SCOPE OF WORK FOR CONSULTANT SERVICES**  
**RTP-8: I-80 BYPASS ALTERNATIVES ANALYSIS PHASE II/DEIR**

1. Review of prior work related to the corridor.
2. Develop and describe the scope of the Alternatives Analysis.
  - A. Goals of the alternatives study.
  - B. Initial description of alternatives.
  - C. Description of corridor.
  - D. Evaluation criteria and methods.
  - E. Citizen involvement program.
  - F. Public workshop on scoping.
  - G. Response to workshop.
3. Develop analysis of each alternative.
  - A. Baseline Alternative Assessment.
    1. Describe alternative in sufficient detail for analysis.
    2. Establish and document analytical assumptions.
    3. Identify, locate and describe TSM measures required under baseline alternative.
    4. Review existing analysis of baseline alternative and augment as necessary.
    5. Identify and describe mobility, congestion, and cost impacts of baseline conditions.
    6. Describe sensitivity of baseline findings to changes in assumptions and forecasts.
    7. Assess the reasonability of the findings in comparison with known present day conditions in other areas and in relation to the assumptions.

EXHIBIT 1 CONTINUED

**B. TSM Alternative Assessment.**

1. Describe TSM measures and facilities effected.
2. Establish and document analytical assumptions.
3. Develop design profiles of facility modifications required.
4. Identify locations for ramp meters, lane treatments, transit preferential treatment, and etc.
5. In cooperation with CALTRANS and local traffic engineering staff, establish engineering and design compatibility of facility modifications.
6. Forecast travel conditions under TSM strategies; assess incremental effects of compatible sets of TSM actions.
7. Assess mobility effects of TSM program.
8. Assess sensitivity of findings (e.g., auto occupancy, total travel, mass transportation patronage) to changes in assumptions and forecasts.
9. Assess the reasonability of the findings in comparison with known present day conditions in other areas and in relation to the assumptions.
10. Identify TSM actions which would be required regardless of capacity improvements in the I-80 Bypass Corridor.
11. Assess the effect of TSM program on alternative corridors.

**C. Rail System Assessments**

1. Describe light rail alternatives in detail sufficient for analysis.
2. Establish and document analytical assumptions.
3. Develop Central City access options, giving consideration to connections with potential lines in other corridors.
4. Develop northeast Sacramento line extension options.
5. Develop design profiles: Typical line and station drawings, typical operating characteristics, modal interface facilities, yards and shops, vehicles, utilities, rights of way, electrification, signaling, and etc.

6. Identify key station locations.
7. Assess station access characteristics, paying particular attention to bus network realignments required to provide feeder service.
8. Obtain policy consensus on best Central City approach and best northeast extension.
9. Develop patronage and operating cost forecasts.
10. Estimate capital costs.
11. Establish, in cooperation with CALTRANS, the City, and the County, the engineering compatibility of the rail alternative with existing systems.
12. Identify an initial useable segment to be financeable with Interstate withdrawal funds and reasonably available State and local funds.
13. Describe sensitivity of findings, e.g., operating cost, patronage, capital cost, to various assumptions and forecasts in the analysis.
14. Assess the reasonability of the findings in comparison with known present day conditions in other areas and in relation to the assumption.
15. Provide guidelines for considering extensions of the system in segments beyond the initial segment.
16. Assess the joint development potential of vacant land on the initial useable segment.

D. HOV Facility Assessments

1. Describe alternatives in sufficient detail for analysis purposes.
2. Establish and document analytical assumptions.
3. Develop design profiles of facility modifications required, typical new facilities, operating characteristics, station drawings, yard and shop requirements, vehicles, rights-of-way, and etc.
4. Develop Central City access options.
5. Develop northeast Sacramento line extension options.
6. Identify key station/modal interface locations and assess station-line access characteristics. Particular attention should be paid to bus network realignments required to provide feeder service.

EXHIBIT 1 CONTINUED

7. Study and assess various operating modes of HOV facilities, e.g., integrated collector, line haul, and distribution, vs. timed transfer line haul system.
8. Forecast patronage and operating costs.
9. Estimate capital costs.
10. In cooperation with CALTRANS and local traffic engineering staff, establish the engineering and design compatibility of the HOV alternate with existing systems.
11. Identify components of HOV alternatives and levels of service implementable with interstate withdrawal funding and reasonably available local and State funds.
12. Describe sensitivity of findings, e.g., operating costs, mass transit patronage, capital costs, to various assumptions and forecasts in the analysis.
13. Assess the reasonability of the findings in comparison with known present day conditions in other areas and in relation to the assumption.
14. Assess the joint development potential of vacant lands in the I-80 Bypass Corridor.
4. Direct computer travel forecasting efforts and conduct all non-computer based analysis.
5. Interpret analytical results and develop technical and policy reports describing conclusions, reasoning, reasonability, and sensitivity of findings to changes in basic assumptions.
6. Present information and findings in workshops, hearings, and Policy Steering Committee meetings; respond to public commentary.
7. In cooperation with SRAPC study manager, maintain public information and involvement process; designate one member of consulting team whose main responsibility will be maintaining contact with the public.
8. Perform comparison of alternatives and recommend alternative for implementation.
9. Perform environmental analysis according to UMTA/NEPA and CEQA guidelines which are incorporated into this scope of work by reference.
  - A. Perform assessment of each alternative for key environmental impacts per evaluation criteria and applicable environmental guidelines.

- B. Assemble environmental analysis results into a Draft Environmental Impact statement (DEIS) for selected alternative.
  - C. Perform overall environmental background description applicable to all alternatives (e.g., historical and cultural features and uses, endangered species, etc.)
  - D. Transmit DEIS to UMTA and to the public; assure timely publication of required notices.
  - E. Receive and respond to comments on the DEIS.
  - F. Conduct public hearings with Policy Steering Committee.
  - G. Prepare final EIS document.
  - H. Conduct hearings on final EIS document.
  - I. Prepare EIS transmittals.
10. Prepare analysis required for 4F clearance according to federal guidelines.

#### PRODUCTS OF THE CONSULTANT'S EFFORTS

- 1. Monthly summary reports summarizing citizen comments and questions along with responses.
- 2. Summary report for the Policy Steering Committee describing the items under task #2 of the scope of work.
- 3. Summary report documenting the direction of the Policy Steering Committee with respect to evaluation methods and criteria.
- 4. Summary reports documenting the transportation traffic, and environmental assessment of each alternative, related analytical assumptions, reasoning and findings.
- 5. Draft and final report on comparison of alternatives and recommendations; technical appendix to describe analysis in detail and to assess the reasonability of findings.
- 6. Summary reports on travel modeling effort including documentation of inputs and sensitivity analysis of results.
- 7. Report on opportunities for joint development of vacant lands in the I-80 Corridor.

EXHIBIT 1, CONTINUED

8. Engineering drawings of typical facilities for each alternative showing alignment, rights of way, station layouts, yards and shops, vehicles, utilities, etc.
9. Summary report on downtown access and alignment options.
10. Summary report on capital cost estimates and their unit basis for each alternative.
11. Summary report on operating cost estimates including their unit basis for each alternative.
12. Report on financial analysis and financing plan.
13. Draft Environmental Impact Statement/Alternatives Analysis report outline, DEIS/AA document, and final EIS.
14. Action plan for implementation of the selected alternative.

FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
SACRAMENTO REGIONAL AREA PLANNING COMMISSION  
AND  
WILBUR SMITH AND ASSOCIATES, INC.

The Agreement between SACRAMENTO REGIONAL AREA PLANNING COMMISSION and WILBUR SMITH AND ASSOCIATES, INC., executed March 21, 1980, is hereby amended as follows:

Section 1. Subsection 3.E of Article II is added to read as follows:

"3. E. Analyze the need for one or more (up to three) transit terminals in downtown Sacramento, as described in the letter from Wilbur Smith and Associates, Inc., dated May 21, 1980, and incorporated herein and attached hereto as Exhibit E.

1. Review Existing and Projected Conditions
2. Develop Alternative Concepts
3. Site Location Alternatives
4. Evaluate Alternatives
5. Funding Alternatives
6. Recommendations
7. Report: To be prepared and submitted to the SRAPC (twenty (20) copies) along with reproducible originals by July 15, 1980."

Section 2. The total cost for the increased services described in subsection 3.E of Article II shall be \$12,000. The Contract Pricing Proposal is hereby amended to reflect the changes in Exhibit C, attached hereto and incorporated herein.

EXHIBIT 1 CONTINUED

Section 3. This Amendment shall be effective on and after May 26, 1980.

APPROVED AS TO FORM:

By William G. Holliman Jr.  
William G. Holliman, Jr.  
Counsel

RECOMMENDED BY:

James A. Barnes  
James A. Barnes  
Executive Director

SACRAMENTO REGIONAL AREA  
PLANNING COMMISSION

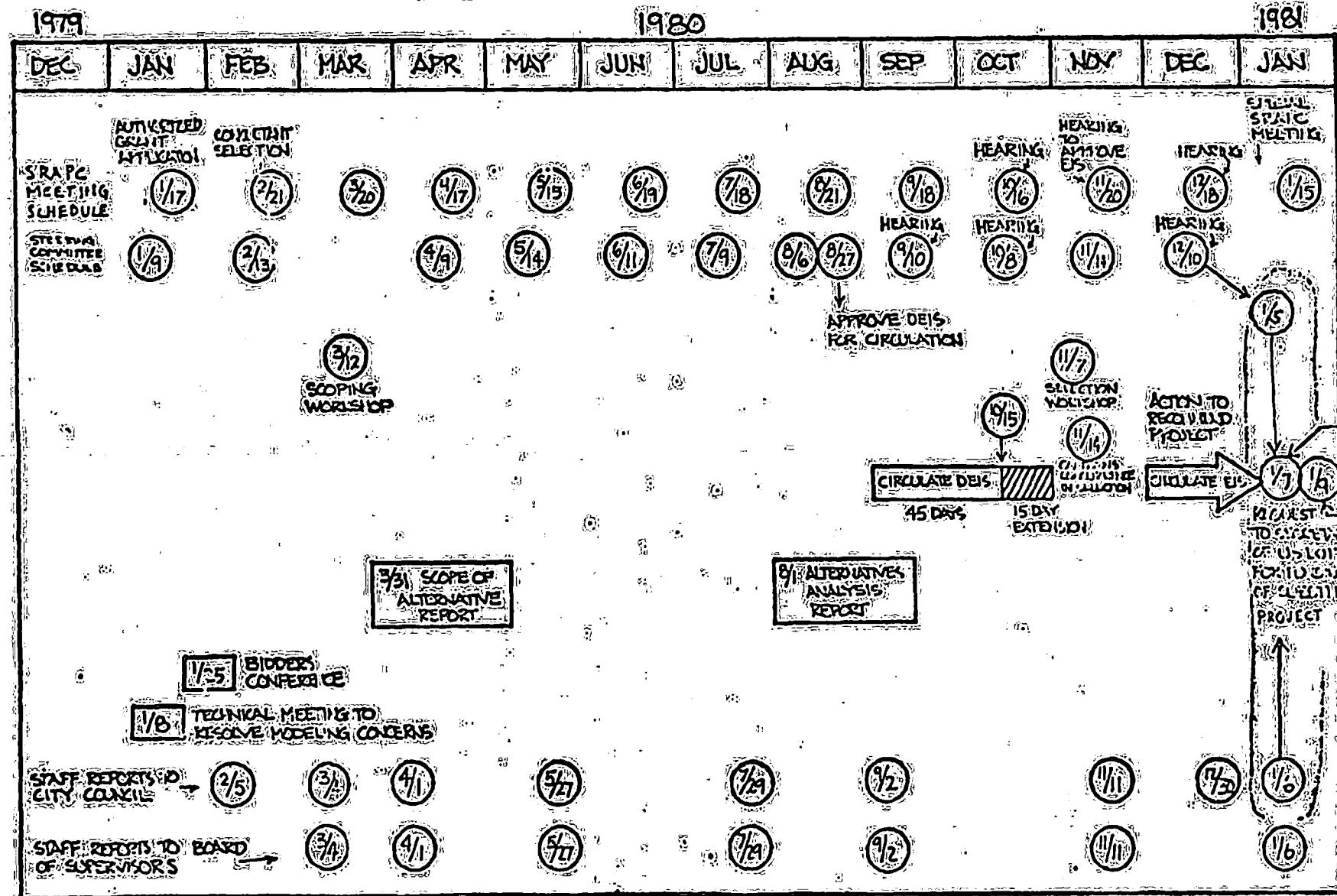
By Joseph E. Sheedy  
Joseph E. Sheedy  
Chairman

WILBUR SMITH AND ASSOCIATES

Gerard L. Drake  
Gerard L. Drake  
Vice President  
Western Region

EXHIBIT 1 CONTINUED

SCHEDULE FOR I-80 BYPASS ALTERNATIVES ANALYSIS



**EXHIBIT 1 CONTINUED**

**PRELIMINARY PROJECT BUDGET  
PHASE II, I-80 BYPASS CORRIDOR**

| REVENUE SOURCES                    | REVENUE          |             |
|------------------------------------|------------------|-------------|
|                                    | FY 1979-80       | FY 1980-81  |
| UITA-Section 8                     | \$400,000        |             |
| S6-325 (SRAPC)                     | 40,000           |             |
| Proposition 5 (Article XIX)        | 150,000          |             |
| City of Sacramento (In-Kind match) | 20,000           |             |
| <b>TOTAL</b>                       | <b>\$610,000</b> | <b>\$ 0</b> |

| EXPENDITURES                    | EXPENDITURES     |                  |
|---------------------------------|------------------|------------------|
|                                 | FY 1979-80       | FY 1980-81       |
| SPAPC Personnel                 | \$ 67,000        | \$ 33,000        |
| Meeting Expenses                | 670              | 330              |
| Printing/Aerial Photos          | 4,700            | 2,300            |
| Consultant                      | 260,000          | 130,000          |
| Pass-Through (City, County, RT) | 39,000           | 20,000           |
| Caltrans                        | 35,000           | 18,000           |
| <b>TOTAL</b>                    | <b>\$406,370</b> | <b>\$203,630</b> |

*Filing Copy*

# CONTRACT TRANSMITTAL

TO: DIRECTOR OF GENERAL SERVICES

DIRECTOR OF GENERAL SERVICES: THE ATTACHED  
CONTRACT IS SUBMITTED FOR YOUR APPROVAL. IN  
SUPPORT OF THIS REQUEST, THE FOLLOWING INFORMATION IS PROVIDED.

See #2 below.

DEPARTMENT TRANSMITTING CONTRACT

Transportation

DIVISION: BUREAU OR OTHER UNIT:

Mass Transportation

DATE:

9/11/80

CONTRACT #:

30873

NAME OF CONTRACTOR:

City of Sacramento

DIGEST OF CONTRACT (WORK TO BE PERFORMED, AMOUNT TO BE PAID, TERM)

\$150,000 to finance in part a Phase II Alternatives Analysis and draft Environmental Impact Statement for the Interstate 80 (I-80) Bypass Corridor.

2. SPECIAL OR UNUSUAL TERMS, CONDITIONS OR SIGNIFICANCE OF CONTRACT (INDICATE IF NOT APPLICABLE)

This contract, specifically mentioned and authorized to be entered into by the Department of Transportation under the Streets and Highways Code, is exempt from the requirement for General Services approval, pursuant to Section 14780 of the Government Code.

3. REASON AND NECESSITY FOR CONTRACT

To transfer Article XIX funds allocated by the California Transportation Commission to the City of Sacramento.

*Bill K. Hayes*

YES  NO

IS THIS A RENEWAL OF A PREVIOUS CONTRACT OR SERVICE?

4. SUMMARY OF BIDS: A. LIST BIDDERS AND AMOUNTS BID

B. EXPLAIN:

1. AWARD OF CONTRACT IF TO OTHER THAN LOW BIDDER OR IF BIDS WERE NOT OBTAINED
2. IF NO BIDS OBTAINED, BASIS FOR CONCLUDING REASONABleness OF CONTRACT RATE OR PRICE

Not applicable.

*King M. Smith*  
DEPARTMENTAL CONTRACT OFFICER

AUTHORIZED DEPARTMENT SIGNATURE

*Bill K. Hayes*

TITLE:

CLASS STATE ASSISTANT BRANCH DIRECTOR

## STANDARD AGREEMENT

APPROVED BY THE  
ATTORNEY GENERALSTAT. OF CALIFORNIA  
REV. 11/75

CITY

- CONTRACTOR  
 STATE AGENCY  
 DEPT OF GEN. SER.  
 CONTROLLER

THIS AGREEMENT made and entered into this 4th day of August, 1980,  
 in the State of California, by and between State of California, through its duly elected or appointed,  
 qualified and acting

TITLE OF OFFICER ACTING FOR STATE

AGENCY

Director of Transportation, Department of Transportation

NUMBER

3-0873

hereafter called the State and  
City of Sacramento

hereinafter called the City.

WITNESSETH: That the Contractor, for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth services to be furnished by Contractor amount in the paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Entire agreement and execution set forth on attached pages.

APPROVED

*Julian K. Harper*

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

## STATE OF CALIFORNIA

## CONTRACTOR

AGENCY

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE, CORPORATION, PARTNERSHIP, ETC.)

BY AUTHORIZED SIGNATURE

BY AUTHORIZED SIGNATURE

TITLE

TITLE

CONTINUATION SHEET(S), EACH BEARING NAME OF CONTRACTOR

Department of General Services  
Use ONLY

AMOUNT ENCUMBERED

\$150,000

APPROPRIATION

FUND

Transportation

P &amp; D

UNENCUMBERED BALANCE

ITEM

CHAPTER

STATUTES

FISCAL YEAR

\$

167

259

1979

1979-80

ADJ. INCREASING ENCUMBRANCE

FUNCTION

\$

03-820

LC 902102

ADJ. DECREASING ENCUMBRANCE

LINE ITEM ALLOTMENT

\$

902102

T.B.A. NO.

B.R. NO.

I hereby certify, upon my own personal knowledge, that budgeted funds are available for the partial and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

DATE

8-29-80

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY

DATE

EXEMPT FROM PERSONNEL BOARD  
REVIEW PER MEMO OF 8-27-73

ITEM 10

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is the essence of this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

**AGREEMENT**

**Covering Allocation of 1979-80**

**Article XIX Funds to**

**City of Sacramento**

This agreement, entered into this 4th day of August, 1980,  
by the State of California, acting through the Department of  
Transportation, referred to herein as STATE, and the City of  
Sacramento, referred to herein as CITY.

**II. RECITALS**

1. CITY, which derives its authority for providing public transportation from Article II, Section 9 of the State Constitution, has received an allocation for the Interstate 80 Bypass Corridor Study, as described in Exhibit A, in accordance with Section 199 of the Streets and Highways Code.
2. The Study will be a multi-agency effort with the Sacramento Regional Area Planning Commission (SRAPC) as the lead agency. The study will be guided by a Policy Steering Committee composed of the four members of the Planning and Community Development Committee (a Sacramento City Council Committee), two members of the Sacramento County Board of Supervisors, two members of the Board of Sacramento Regional Transit District and the Director of Caltrans District 3.

3. Of the state funds, \$134,200 will be made available by the City of Sacramento to SRAPC for payment of consulting services and other study costs.
4. All reviews and approvals required by Section 199 have been obtained and the California Transportation Commission, by Resolution PMT 80-3, attached hereto as Exhibit B, has allocated funds for said project.
5. The \$150,000 allocation is made subject to the condition that the work study program for the Alternatives analysis be modified prior to the analysis of each alternative to include a decision by the Sacramento Regional Area Planning Commission regarding the relative priority of the I-80 and Folsom corridor (Northeast Corridor) in the Sacramento urbanized area for study and implementation of transit alternatives.

#### III. SCOPE OF WORK

1. The scope of the work to be performed under this Agreement is described in Exhibit A.
2. This Agreement does not authorize any work not specified in Exhibit A.
3. No change in the scope of the work as set forth in Exhibit A may be made without prior written approval of STATE.

4. The total obligation of STATE under this Agreement shall not exceed \$150,000. It is recognized that such sum may not be sufficient to cover the total cost of the work described in this Agreement. These funds, however, constitute the total STATE contribution pursuant to this Agreement for the performance of such work.

#### III. PAYMENT

1. Funds allocated by the California Transportation Commission for use on the Project shall be payable to CITY on a reimbursable basis.
2. City will quarterly, on a calendar basis, prepare and submit in triplicate to STATE, Progress Payment Vouchers, in the format shown in Exhibit C, for reimbursement by STATE for expenditures made on the Project. Each such voucher will be accompanied by a brief narrative description of the work accomplished since the previous request for reimbursement. All costs charged to this Agreement by CITY shall be supported by properly executed payrolls, time records, invoices and vouchers, evidencing in proper detail the nature and propriety of the charges, and shall be costs allowable as determined by Federal Management Circulars 74-4 and 74-7. Payment shall be made within sixty ((60)) days after receipt of vouchers by STATE. All vouchers must be submitted prior to January 1, 1982. No payment may be made after June 30, 1982, at which time this Agreement will terminate.

Reimbursement will be made for work done after March 28, 1980, the date of the CTC approval of funding, and prior to June 30, 1981.

3. No reimbursement shall be made for work completed after June 30, 1981.
4. STATE may withhold an amount estimated to equal 10% of the total amount to be paid to CITY under this Agreement. Final payment of the amount withheld shall be made to CITY upon submission by CITY to STATE of a final report on the Project, review and audit by STATE of the Project, and determination by STATE that the Project has been completed satisfactorily.
5. Substantial failure of CITY to insure that work set forth in Exhibit A is conducted, will be sufficient grounds for termination of this Agreement by STATE. In the event of termination, CITY shall be paid all its contract costs incurred up to and including date of termination.

#### IV. REPORTS AND RECORDS

1. CITY and its subcontractors shall make available to STATE all documents, data and work sheets developed in the course of performing the work of this Agreement. CITY and its subcontractors shall establish and maintain accounting and reporting

5

procedures that are satisfactory to STATE. All fiscal and accounting records and other supporting papers shall be maintained by CITY and its subcontractors for a minimum of four years following the close of the fiscal year of expenditure and until an audit has been performed by STATE. STATE may perform fiscal, compliance, and performance audits. STATE's representative may enter upon the property of CITY and its subcontractors to inspect the work of the Project and supporting records.

2. Two copies each of all reports prepared by or on behalf of CITY in conjunction with the Project will be made available to STATE.

#### V. GENERAL PROVISION

1. Neither STATE, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY, its agents and any contractors under or in connection with any works, authority or jurisdiction delegated to CITY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in conjunction with any work,

authority or jurisdiction delegated to CITY under this Agreement.

2. In carrying out the work of this Agreement, CITY will be contracting with SRAPC and other public agencies or private firms.
3. The Fair Employment Practices Addendum, attached hereto as Exhibit D, is made a part of this Agreement. Whenever the word "Contractor" is used therein, it means CITY and any of its subcontractors.
4. Prohibited Interest: No member, officer, or employee of CITY shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof.

The parties hereto agree that to their knowledge no council member, officer or employee of CITY has any interest, whether contractual, noncontractual or financial, in this transaction, or in the business of the contracting party other than CITY, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (commencing with Section 1090) or Chapter 7 (commencing with Section 87100) of Title 9 of the Government Code of the State of California.

- 7
5. **Minority Business Enterprises:** In connection with performance of this Agreement, STATE will cooperate with CITY in meeting its commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to ensure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontractor work under this contract.
6. The contract administrators for the parties shall be: for STATE, the District Director of Transportation (03); and for CITY, the City Manager.
7. This Agreement constitutes the entire Agreement between the parties for the work to be performed pursuant to this Agreement. This Agreement can be modified, altered, or revised with the written consent of both parties hereto.
8. Notices to parties will be given at the following addresses:  
STATE - P.O. Box 911, Marysville, California 95901; CITY OF SACRAMENTO - Attention Mack Mailles, City Hall, 915 I Street, Sacramento, California 95814.

IN WITNESS WHEREOF, the parties have executed this  
Agreement by their duly authorized officers.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By KING W. SMITH  
KING W. SMITH  
Contract Officer

APPROVED AS TO FORM  
AND PROCEDURE:

Thomas A. Carroll  
THOMAS A. CARROLL, Attorney  
Legal Division

APPROVAL RECOMMENDED:

Leo J. Trombatore  
LEO J. TROMBATORE  
District Director of  
Transportation - District 03

CITY OF SACRAMENTO

By Walter J. Slipe  
Walter J. Slipe  
City Manager

APPROVED AS TO FORM  
AND PROCEDURE:

James P. Jackson  
James P. Jackson, City Attorney  
By: Bill Carnazzo  
Deputy City Attorney

| COUPON | CHARGE | EXPIRY | RECEIVED | REFUND | CHARGE | EXPIRY     | RECEIVED | REFUND      |
|--------|--------|--------|----------|--------|--------|------------|----------|-------------|
| 03 800 | 03 800 | 10/79  | 10/79    |        | 649    | 150,000.00 | DR 801   | LC 9,021.02 |
| 167    | 250    | 1979   | 1979     | 60     | 110000 | 100000     | 100000   | 100000      |
|        |        |        |          |        |        |            |          |             |
|        |        |        |          |        |        |            |          |             |

Approved for  
John Frank

Interstate 80 Bypass Corridor Study

EXHIBIT A: SCOPE OF WORK

Use of Requested Funds

The State Article XIX funding will be combined with other funding to carry out an Alternatives Analysis and Environmental Impact Statement Process for several non-freeway transportation alternatives serving the Northeast area. State Article XIX funds will constitute approximately 25% of the \$610,000 total project cost. A Light Rail transit guideway will be one of the non-freeway alternatives analyzed.

The Alternatives Analysis and Environmental Impact Statement will help determine the use of committed I-80 Bypass Interstate substitution funds. These reserved I-80 Bypass substitution funds will be available for use in the Sacramento Urbanized Area. The I-80 Alternatives Analysis/Draft Environmental Impact Statement (DEIS) will analyze alternatives for the use of these funds.

The goal of the project is to complete an Alternatives Analysis/DEIS on the non-freeway alternatives, select a preferred alternative, prepare a final Environmental Impact Statement (EIS), and develop an Implementation Plan for the selected alternative. The analysis and impact work will be done to meet U.S. Department of Transportation (U.S. DOT) Alternatives Analysis-Phase II Policies, and National Environmental Protection Act/California Environmental Quality Act guidelines (in preparation of the draft and final Environmental Impact Statement/Report).

The Alternatives Analysis/DEIS will analyze the following alternatives:

1. A No-Build strategy designed to maintain the present transportation system. This strategy would provide a basis for comparison of other alternatives.
2. A Transportation System Management strategy utilizing minor capital improvements and changes to the present transportation system including programs such as transit service improvements, signal pre-emption, and ramp metering.
3. Construction of a High Occupancy Vehicle facility in the I-80 Bypass right of way (e.g., exclusive bus and/or carpool lanes).
4. Construction of a guideway transit line-haul light rail facility in the corridor.

## 2. The Work Plan

### 2.1. GENERAL

Since the project is a multi-agency effort, the extent and type of participation by each agency will be defined in "Memorandum of Understanding" to be executed by the parties concerned.

### 2.2 WORK ACTIVITIES

#### 2.2.1. SELECT CONSULTANTS

#### 2.2.2. DEVELOP AND DESCRIBE THE SCOPE OF THE ALTERNATIVES ANALYSIS

#### 2.2.3. DEVELOP ANALYSIS OF EACH ALTERNATIVE

The No Build Alternative would maintain the present transportation system except for inclusion of already programmed projects.

The Transportation Systems Management (TSM) Alternative seeks to first maximize the productivity of existing transportation facilities and services and to implement additional facilities and services only when justifiable on a marginal benefit-marginal cost basis.

The Rail System Alternative is composed of electrically powered rail cars operating either singly, or in short trains on fixed duo-rail guideways, predominantly on separate rights of way that may be at grade or grade-separated at street intersections and with passengers loading from low or medium height platforms. The analyzed rail system will be accessible to elderly and handicapped persons as required by law.

The High Occupancy Vehicle (HOV) Alternative consists of construction of a roadway in the I-80 Bypass Corridor north of Route 160 and possible widening of Route 160 from four to six lanes. This new capacity would be available for the exclusive use of buses, vanpools and carpools. The feasibility of providing priority treatment for buses, vanpools and carpools between the Route 160 American River Bridge and the Central Business District (CBD) or extending the HOV into the CBD will be investigated.

#### 2.2.4. PREPARE ALTERNATIVES ANALYSIS/DEIS REPORT

At this point the alternatives will be compared in terms of year 2000 travel impacts, environmental impacts, socio-economic impacts, system costs, trip costs, and compatibility with adopted policies. This analysis will be circulated in an Alternatives Analysis/DEIS Report.

2.2.5. CIRCULATE ALTERNATIVES ANALYSIS/DEIS  
AND RECOMMEND ALTERNATIVE

The Steering Committee will (1) study the impacts analyzed in the DEIS; (2) solicit recommendations from the public, staff and consultants by circulating the Alternatives Analysis/DEIS and holding public hearings; and (3) recommend one alternative (or combination of alternatives) for implementation.

2.2.6. PREPARE FINAL EIS/EIR AND 4(f) CLEARANCES

A final Environmental Impact Statement Report (EIS/EIR) will be prepared according to UMTA/NEPA and CEQA Guidelines.

2.2.7. CIRCULATE FINAL EIS/EIR

The final EIS will be circulated and public hearings held in accordance with Federal guidelines. The final EIS and any accompanying material will be transmitted to the U.S. DOT for action on the selected alternative.

3. PROJECT FINANCING

The Alternatives Analysis/DEIS will be funded from the following sources:

1. \$20,000 from the City of Sacramento.
2. \$150,000 from State Article XIX Transit Guideway Funds.
3. \$40,000 from planning funds allocated to SRAPC from the Local Transportation Fund pursuant to the Transportation Development Act.
4. \$400,000 from Federal funds.

**EXHIBIT B**

**CALIFORNIA TRANSPORTATION COMMISSION RESOLUTION**

March 28, 1980  
Resolution No. FMT-80-3

Enclosed by CIC

STATE HIGHWAY ACCOUNT FOR LOCAL ASSISTANCE  
MASS. TRANSPORTATION PROGRAM (1979-80 FISCAL YEAR)

MAR 28 1980

NO. FMT-80-3

HS22 Program  
Article XIX Guideway Funding

WHEREAS Article XIX of the California Constitution permits the use of motor vehicle tax revenues for the planning of public mass transit guideways; and

WHEREAS, the Budget Act of 1979 appropriates funds for Local Assistance, Mass. Transportation program; and

WHEREAS, the City of Sacramento has made application for \$150,000 of Article XIX funds in the State Highway Account for the purpose of conducting a Phase III Alternatives Analysis including development of an Environmental Impact Statement and Environmental Impact Report; and

WHEREAS, the Sacramento Regional Area Planning Commission has approved the City of Sacramento's proposed project by resolution.

NOW, THEREFORE, BE IT RESOLVED, that the California Transportation Commission allocate \$150,000 from Budget Item 167, 1979-80 fiscal year, for the Interstate 80 Bypass Corridor Alternatives Analysis/Environmental Impact Statement as proposed in the application submitted to the California Department of Transportation by the City of Sacramento on February 6, 1980, and as amended by letter of February 27, 1980, and subject to a fund transfer agreement between the California Department of Transportation and the City of Sacramento, pursuant to Section 199 of the Streets and Highways Code; and

BE IT FURTHER RESOLVED, that this allocation is made subject to the condition that the study work program be modified as necessary to include a decision by the Sacramento Regional Area Planning Commission during the development of the scope of the Alternatives Analysis and prior to developing the analysis of each alternative regarding the relative priority within the whole urbanized area, of transit alternatives in the I-80 Bypass Corridor and/or the Folsom Corridor for the funding of further study and implementation.

## GUIDEWAY FUNDING PROGRAM PROJECT PROGRESS PAYMENT VOUCHER (BILL)

Reference: Article XIX of the California Constitution, amended by Chapter 639 (SD 019); Proposition 5, approved by voters June 3, 2002; and Chapter 647 (SD 235).

1. SUBMITTED BY ITY, COUNTY OR TRANSIT DISTRICT

District

(ADDRESS)

EIN Number

2. Project No.

Guideway Project No.

Progress Payment No./Per Schedule  
of Estimated Progress Payments

3. Payment Period (a) FROM: (D) TO: (D)

4. Total Guideway Project Allocation Approved by California Highway Commission.

Column A  
Total Approved  
Allocation

Column B  
Retention 10% of  
Col. A - Allocated

Column C  
Billing For  
Work Performed

Column D  
Balance of Allo-  
cation Available

5. Less 10% Retention of amount payable upon completion of project submission of Final Report and State's review and audit.

6. Total Approved Allocation Less:  
10% Retention (Line 4, Col. A)  
Less Line 5, Col. B (Final Payment Voucher Use Amount Shown on Line 4, Col. A).

7. Previous Billings For Work Performed by Local Entity, Line 1.

8. Balance of Authorization, Guideway Project Allocation Beginning of Billing Period (Line 5a, Line 6, Col. D, Less Line 7, Col. C).

LESS:

9. Billing for Work Performed by Local Entity For This Billing Period (Line 3a & b) per Schedule of Estimated Progress Payments.

10. Balance Available of Guideway Project Allocation End Billing Period (Line 3b) Line 8, Col. D minus Line 9, Col. C.  
Note: Line 10, Col. D may not overrun.

STATE CONTROLLER WILL PAY AMOUNT OF LINE 9, COLUMN C.

PAYABLE FROM STATE TRANSPORTATION FUND STATE HIGHWAY ACCOUNT

## CERTIFICATION

I certify the charges for work billed are proper and that project progress is commensurate with expenditures being claimed on Line 9, Column C, above.

Signed REPRESENTATIVE OF CITY, COUNTY OR TRANSIT DISTRICT Date                   

I certify that the work on the above project is progressing in accordance with the Transit Guideway Project Agreement and that the amount being claimed is comparable to the work accomplished.

Signed DIVISION OF MASS TRANSPORTATION REPRESENTATIVE Date                   

I certify that the California Highway Commission has allocated funds for this project and that there is a sufficient balance in this allocation to cover the entry in Line 9, Column C. Release of the 10% retention and Final Payment Certified have received a satisfactory audit report for the above project from the Office of Management Audit and Review or a letter of waiver.

Signed TRANSIT ACCOUNTING OFFICER Date                   

| SOURCE | CHARGE | EXPENDITURE<br>AUTORIZATION | SPONSOR DESIGNATION | ACTIVITY<br>OBJECT | AMOUNT DEBIT | AMOUNT CREDIT |
|--------|--------|-----------------------------|---------------------|--------------------|--------------|---------------|
|        |        |                             |                     |                    |              |               |

**FAIR EMPLOYMENT PRACTICES ADDENDUM**

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other terms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other personnel data and records, by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

**3. Remedies for willful violation:**

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having a decree from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For a willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any money due or thereafter to become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.



# CITY OF SACRAMENTO

DEPARTMENT OF LAW  
812 TENTH ST.  
SUITE 201

SACRAMENTO, CALIF. 95814  
TELEPHONE (916) 449-5346

JAMES P. JACKSON  
CITY ATTORNEY  
THEODORE H. KOBAY, JR.  
ASSISTANT CITY ATTORNEY  
LELIAND J. SAVAGE  
DAVID BENJAMIN  
SAM JACKSON  
WILLIAM P. CARNAZZO  
SABINA ANN GILBERT  
STEPHEN B. NOCITA  
DEPUTY CITY ATTORNEYS

September 2, 1980

Burton E. Brockett  
District Transportation Planner  
CALTRANS, District 3 Planning  
Post Office Box 911  
Maysville, CA 95901

RE: \$150,000 CONTRACT

Dear Burton:

In our opinion, signature by the City Manager of the subject contract is authorized without Council approval, inasmuch as the contract provides only for receipt, not expenditure, of monies. On the other hand, the City/SRAPC contract will require Council approval because of the expenditures required by that argument. When that document is finalized and submitted to the Council for approval, we will concurrently submit the City/Caltrans contract to the Council for its information.

Very truly yours,

JAMES P. JACKSON  
City Attorney

By   
WILLIAM P. CARNAZZO  
City Attorney

WPC:KMF

**AGREEMENT**

THIS AGREEMENT, made and entered into this 21st day of March, 1980, by and between the SACRAMENTO REGIONAL AREA PLANNING COMMISSION, herein-after referred to as "the COMMISSION" or "SRAPC", and WILBUR SMITH AND ASSOCIATES, INC., a corporation organized and existing under the laws of the State of Delaware and with a place of business at 111 Pine Street, San Francisco, California 94111, hereinafter referred to as "CONSULTANT".

**WITNESSETH**

WHEREAS, a Steering Committee of elected and appointed officials from the City of Sacramento ("CITY"), the County of Sacramento ("COUNTY"), and the Regional Transit District ("RT"), and the CALTRANS District Director of Transportation ("STATE") have recommended the withdrawal of the Interstate segment known as the I-80 Bypass; and

WHEREAS, the Sacramento City Council has concurred with the Steering Committee recommendations and, on August 28, 1979, adopted a motion to approve the Steering Committee recommendations with certain conditions; and

WHEREAS, an Agreement was made by and between the STATE, acting by its Department of Transportation ("CALTRANS"), the CITY and SRAPC to commence actions to withdraw the I-80 Bypass route from the Interstate system according to 23 U.S.C. 103(e)(4) and applicable federal Department of

Transportation regulations, and to participate in a study to evaluate alternatives to the freeway as proposed in an August 1979 report of the I-80 Corridor Study Steering Committee; and

WHEREAS, the Governor of the State of California and the Mayor of Sacramento have submitted a formal joint request to the responsible federal agencies for withdrawal of the I-80 Bypass Interstate Segment; and

WHEREAS, SRAPC, on January 17, 1980, did authorize a change in its current joint Funding Application and Overall Work Program (1979-1980) to accommodate the addition of an I-80 Bypass Phase II Alternatives Analysis project; and

WHEREAS, the COMMISSION has requested, received and reviewed proposals from qualified consulting firms to conduct the I-80 Bypass Phase II Alternatives Analysis project, and wishes to engage the CONSULTANT to provide the required professional services;

NOW, THEREFORE, the COMMISSION and CONSULTANT agree as follows:

#### ARTICLE I DESCRIPTION OF THE PROJECT

The Project contemplated by this AGREEMENT consists of an Urban Mass Transportation Administration (UMTA) Phase II Alternatives Analysis and Environmental Impact Statement (hereinafter referred to as the "AA/EIS Project") for the I-80 Bypass Corridor in Sacramento. The I-80 Bypass Corridor

is broadly defined as that area lying north and east of the Sacramento Central City Area and principally bounded by the Communities of Rio Linda, North Sacramento, North Highlands, Citrus Heights, Orangevale, Carmichael, Fair Oaks, Arden Arcade, and East Sacramento and the Central City. Refer to the map on page 4 of this AGREEMENT for study area boundary.

Four non-freeway alternatives will be analyzed as follows:

1. Construction of a guideway transit line-haul Light Rail Facility in the corridor.
2. Construction of a High Occupancy Vehicle Facility in the corridor (e.g., exclusive bus and/or carpool lanes).
3. A Transportation System Management Strategy utilizing minor capital improvements and changes to the present transportation system including programs such as transit service improvements, signal preemption, and ramp metering.
4. A no-build strategy designed to maintain the present transportation system. This strategy would provide a basis for comparison of other alternatives.

The goal of the project is to complete an Alternatives Analysis/Draft Environmental Impact Statement (EIS) covering each of the above non-freeway alternatives, selection of a preferred alternative, preparation of a Final Project Report/EIS, and development of an Implementation Plan for the selected alternative. The analysis and impact analysis will be done to meet U.S. Department of Transportation (UMTA) Alternatives Analysis-Phase II

**I-80 Alternatives  
Analysis Corridor**

Policies, and provisions of the National Environmental Protection Act, California Environmental Quality Act, and applicable federal and state guidelines.

## ARTICLE II SCOPE OF SERVICES

The scope of services to be provided by the CONSULTANT will consist of the following elements:

1. Review of prior work related to the corridor.
2. Develop and describe the scope of the Alternatives Analysis.
  - A. Goals of the alternatives study.
  - B. Initial description of alternatives.
  - C. Description of corridor.
  - D. Evaluation criteria and methods.
  - E. Citizen involvement program.
  - F. Public workshop on scoping.
  - G. Response to workshop.
  - H. Define relationship between I-80 and U.S. 50 Corridor and establish relative priority of the Folsom Corridor in serving the study corridor.
  - I. Develop a CPM chart depicting schedule of tasks and identifying critical path.
3. Develop analysis of each alternative.
  - A. Baseline Alternative Assessment
    1. Describe alternative in sufficient detail for analysis.

2. Establish and document analytical assumptions.
3. Identify, locate and describe TSM measures required under baseline alternative.
4. Review existing analysis of baseline alternative and augment as necessary.
5. Identify and describe mobility, congestion, and cost impacts of baseline conditions.
6. Describe sensitivity of baseline findings to changes in assumptions and forecasts.
7. Assess the reasonability of the findings in comparison with known present day conditions in other areas, and in relation to the assumptions.

#### D. TSM Alternative Assessment

1. Describe TSM measures and facilities affected.
2. Establish and document analytical assumptions.
3. Develop design profiles of facility modifications required.
4. Identify locations for ramp meters, lane treatments, transit preferential treatment, etc.
5. In cooperation with CALTRANS and local traffic engineering staff, establish engineering and design compatibility of facility modifications.
6. Forecast travel conditions under TSM strategies; assess incremental effects of compatible sets of TSM actions.
7. Assess mobility effects of TSM program.

8. Assess sensitivity of findings (e.g., auto occupancy, total travel, mass transportation patronage) to changes in assumptions and forecasts.
9. Assess the reasonability of the findings in comparison with known present day conditions in other areas and in relation to the assumptions.
10. Identify TSM actions which would be required regardless of capacity improvements in the I-80 Bypass Corridor.
11. Assess the effect of TSM program on alternative corridors.

#### C. Rail System Assessment

1. Describe light rail alternative in detail sufficient for analysis.
2. Establish and document analytical assumptions.
3. Develop Central City access options, giving consideration to connections with potential lines in other corridors.
4. Develop northeast Sacramento line extension options.
5. Develop design profiles: typical line and station drawings, typical operating characteristics, modal interface facilities, yards and shops, vehicles, utilities, rights of way, electrification, signaling, etc.
6. Identify key station locations.
7. Assess station access characteristics, paying particular attention to bus network realignments required to provide feeder service.

- 8.** Obtain policy consensus on best Central City approach and best northeast extension.
- 9.** Develop patronage and operating cost forecasts.
- 10.** Estimate capital costs.
- 11.** Establish, in cooperation with CALTRANS, the CITY, and the COUNTY, the engineering compatibility of the rail alternative with existing systems.
- 12.** Identify an initial useable segment to be financeable with Interstate withdrawal funds and reasonable available State and local funds.
- 13.** Describe sensitivity of findings, e.g., operating cost, patronage, capital cost, to various assumptions and forecasts in the analysis.
- 14.** Assess the reasonability of the findings in comparison with known present day conditions in other areas and in relation to the assumption.
- 15.** Provide guidelines for considering extensions of the system in segments beyond the initial segment.
- 16.** Assess the joint development potential of vacant land on the initial useable segment.

#### **D. HOV Alternative Assessment**

- 1.** Describe alternative in sufficient detail for analysis purposes.
- 2.** Establish and document analytical assumptions.
- 3.** Develop design profiles of facility modifications required, typical new facilities, operating characteristics,

- station drawings, yard and shop requirements, vehicles, rights-of-way, etc.
4. Develop Central City access options.
  5. Develop northeast Sacramento line extension options.
  6. Identify key station/modal interface locations and assess station-line access characteristics. Particular attention should be payed to bus network realignments required to provide feeder service.
  7. Study and assess various operating modes of HOV facilities, e.g., integrated collector, line haul, and distribution, vs. timed transfer-line haul system.
  8. Forecast patronage and operating costs.
  9. Estimate capital costs.
  10. In cooperation with CALTRANS and local traffic engineering staff, establish the engineering and design compatibility of the HOV alternative with existing systems.
  11. Identify components of HOV alternative and levels of service implementable with interstate withdrawal funding and reasonably available local and State funds.
  12. Describe sensitivity of findings, e.g., operating costs, mass transit patronage, capital costs, to various assumptions and forecasts in the analysis.
  13. Assess the reasonability of the findings in comparison with known present day conditions in other areas and in relation to the assumptions.

14. Assess the joint development potential of vacant lands in the I-80 Bypass Corridor.
4. Direct computer travel forecasting efforts and conduct all non-computer based analysis.
5. Interpret analytical results and develop technical and policy reports describing conclusions, reasoning, reasonability, and sensitivity of findings to changes in basic assumptions.
6. Present information and findings in workshops, hearings, and Policy Steering Committee meetings; respond to public commentary.
7. In cooperation with SRAPC study manager, maintain public information and involvement process; designate one member of consulting team whose main responsibility will be maintaining contact with the public.
8. Perform comparison of alternatives and recommend alternative for implementation.
9. Perform environmental analysis according to UMTA/NEPA and CEQA guidelines and procedures which are incorporated into this scope of work by reference.
  - A. Perform assessment of each alternative for key environmental impacts per evaluation criteria and applicable environmental guidelines.
  - B. Assemble environmental analysis results into a Draft Environmental Impact Statement (DEIS) for selected alternative.

- C. Perform overall environmental background description applicable to all alternatives (e.g., historical and cultural features and uses, endangered species, etc.).
  - D. Transmit DEIS to UMTA and to the public; assure timely publication of required notices.
  - E. Receive and respond to comments on the DEIS.
  - F. Conduct public hearings with Policy Steering Committee.
  - G. Prepare final EIS document.
  - H. Conduct hearings on final EIS document.
  - I. Prepare EIS transmittals.
10. Prepare analysis required for 4F clearance according to federal guidelines.

The work outlined above will be performed in general accordance with the CONSULTANT's proposal, dated February 13, 1980, "Proposal for Alternatives Analysis/DEIS, Interstate 80 Bypass Corridor", a copy of which by this reference is made a part of this AGREEMENT (Exhibit A).

All finished or unfinished documents, data, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT pursuant to this Agreement are the property of the COMMISSION.

## ARTICLE III PROJECT ORGANIZATION

The AA/EIS Project will be conducted under the prime direction of a Policy Steering Committee made up of elected officials from the Sacramento City Council and the Sacramento County Board of Supervisors and appointed officials from the Sacramento Regional Transit District and the California Department of Transportation. The Steering Committee has a two-part role. First, the Committee is charged with the responsibility of providing policy direction. Second, the Committee is a forum where the concerns of each jurisdiction and the public at large may be discussed and consensus on the issues can be achieved.

The work will be coordinated by a Project Manager under the COMMISSION's direction. Technical work will be reviewed by a Technical Advisory Committee made up of professionals in the fields of transportation engineering, planning, and the environmental sciences. The Committee will meet periodically to review work and provide expert advice. Technical recommendations for the Steering Committee will also be prepared by the Technical Advisory Committee after review of reports and analyses by the CONSULTANT.

The CONSULTANT will maintain close coordination with the Project Manager and provide such information as he may require to report progress to the Technical Advisory Committee and to the Policy Steering Committee. The CONSULTANT will also assist the Project Manager to fulfill his responsibility for public involvement.

The COMMISSION agrees to make appropriate arrangements with the STATE (CALTRANS) to perform all computer operations required in connection with travel demand modeling tasks of this Project.

It is understood that SRAPC staff, Regional Transit staff, and state (CALTRANS) staff will furnish to the CONSULTANT, as needed, available data, information, base maps and/or other material in their possession and required for the purposes of this project.

#### ARTICLE IV PERSONNEL

The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this AGREEMENT. Such personnel shall not be employees or have any contractual relationship with the COMMISSION.

All of the services required hereunder will be performed by the Contractor or under his supervision, and all personnel engaged in the work shall be qualified or authorized to perform such services under any applicable State or local laws.

None of the work or services covered by this AGREEMENT shall be sub-contracted without the prior written approval of the Executive Director of the COMMISSION.

Key personnel to be assigned to the work by the CONSULTANT, and approximate man-hour commitments to the Project, will be as shown in Exhibit B.

## ARTICLE V ASSIGNABILITY AND SUBCONTRACTING

It is understood and agreed that the following firms will be subcontractors for certain aspects of the work under this contract:

George Beetle Company

Gruen Associates

McDonald & Associates

Jefferson Associates (Minority Business Enterprise)

Samuel J. Cutters and Associates (Minority Business Enterprise)

The CONSULTANT shall not subcontract or assign any other interest in this AGREEMENT and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Executive Director of the COMMISSION.

## ARTICLE VI TIME OF PERFORMANCE

The services of the CONSULTANT shall begin on March 21, 1980, and shall be completed by January 31, 1981. The work shall be performed in general accordance with the schedule of tasks shown in the CONSULTANT's proposal, subject to any modifications or refinements as may be mutually agreed.

## ARTICLE VII COMPENSATION

Compensation to the CONSULTANT for all services covered in this AGREEMENT will be based on a cost-plus-fixed-fee contract. A maximum budget of three hundred and ninety thousand dollars (\$390,000.00) will be provided for fees and costs for the work outlined in this AGREEMENT and as amplified in the CONSULTANT's proposal. The COMMISSION shall not be obligated to pay CONSULTANT more than this maximum budgeted amount nor shall CONSULTANT be

obligated to incur costs for services exceeding said amount except as otherwise provided for in this AGREEMENT.

The CONSULTANT shall be reimbursed by the COMMISSION for its direct and indirect costs that are properly attributable and allowable to the project as are actually incurred and are supported by accompanying records, receipts, expense accounts and other invoices in accordance with Federal Procurement Regulations in effect as of the date of this AGREEMENT. Monthly progress payments shall include an amount for indirect costs calculated using a provisional overhead rate based upon applicable federal requirements. Upon completion of the AGREEMENT, a final determination of the CONSULTANT's indirect costs as actually experienced will be made in accordance with Federal Procurement Regulations.

The CONSULTANT's fixed fee for the services covered by this AGREEMENT shall be as shown on the CONSULTANT's Cost-Price Proposal (Exhibit C).

The CONSULTANT shall receive payment from the COMMISSION for total costs and expenses incurred on a monthly basis. The fixed fee will be prorated and paid monthly in proportion to the percentage of the work completed by the CONSULTANT in accordance with an agreed Project Management Reporting System.

The COMMISSION shall withhold 10 percent (10%) of the value of each payment due under the AGREEMENT as a retainage. Final payment of any

balance due the CONSULTANT, including the amounts withheld as retainage, other amounts withheld, and any remaining fixed fee, will be made promptly after satisfactory completion of the work under this AGREEMENT, after receipt and written acceptance by COMMISSION of the reports and services required to be furnished under this AGREEMENT and after such verification and audit of costs by COMMISSION as it deems necessary. The post audit will be completed within three (3) months after receipt by COMMISSION of the final payment invoice. Final payment by COMMISSION shall not be unreasonably withheld.

Payment will be made promptly after receipt of appropriate invoice, but in no event later than thirty (30) days.

#### ARTICLE VIII PROGRESS REPORTS

The CONSULTANT will submit monthly reports on work progress and project costs incurred. Eligible project costs incurred by the Contractor, including time of Contractor's employees and Sub-contractor costs, shall be reported on Form 1 (Exhibit D). Such reports shall be filed on or before the 10th of the following month.

#### ARTICLE IX INDEMNITY AND INSURANCE

CONSULTANT shall indemnify COMMISSION and its officers, agents and employees and hold them harmless from and against all losses, damage, expenses and liability resulting from injury to or death of any person or

loss or damage to property, or claims of such injury, death, loss or damage due to any act or omission of CONSULTANT, his employees or agents in connection with the work covered by this AGREEMENT.

The CONSULTANT, as an independent contractor, shall be liable as, and hereby expressly assumes and accepts exclusive liability as, an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. The COMMISSION shall not be liable for any Workmen's Compensation or other benefits accruing under any Federal or State law or acts to any person employed by the said CONSULTANT under this AGREEMENT, but such liability, if any, shall be exclusively that of the CONSULTANT.

#### ARTICLE X LEGAL RELATIONSHIP

a. It is herein understood and agreed: that CONSULTANT is an independent contractor and that no relationship of employer-employee exists between the parties hereto; that Contractor shall not be entitled to any benefits available to employees of the COMMISSION; that COMMISSION is not required to make any deductions from the compensation payable to Contractor

under the provisions of this AGREEMENT; that an independent contractor, Contractor hereby holds COMMISSION harmless from any and all claims that may be made against the COMMISSION based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

b. It is further understood and agreed by the parties hereto that Contractor in the performance of its obligations hereunder is subject to the control or direction of the COMMISSION only as set forth herein and that the COMMISSION shall not exercise direction and control over operating procedures and methodology.

c. If, in the performance of this AGREEMENT, any third persons are employed as employees of Contractor, such persons shall be employed and shall be entirely and exclusively under direction, supervision and control of said Contractor. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said Contractor, and the COMMISSION shall have no right or authority over said persons or the terms of such employment.

#### ARTICLE XI MAINTENANCE, INSPECTION AND AUDIT OF RECORDS

A. The CONSULTANT shall maintain accurate and complete accounting records of actual time devoted and costs incurred in connection with this project. Such records shall be supported by properly executed payrolls,

invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts or other accounting documents pertaining in whole or in part to the work shall be clearly identified and readily accessible.

B. The CONSULTANT shall provide the COMMISSION free access at all times to such books and records, and the right to examine and audit the same and to make transcriptions therefrom and to allow inspection of all work data, documents, proceedings and activities related to this AGREEMENT.

C. The CONSULTANT shall permit the authorized representatives of the COMMISSION, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the CONSULTANT relating to his performance under this AGREEMENT.

D. All records must be kept by the CONSULTANT for a minimum of three years after COMMISSION makes final payment.

#### ARTICLE XI: CHANGES

The parties from time to time may change the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the COMMISSION and the CONSULTANT, shall be incorporated in written amendments to this AGREEMENT.

#### ARTICLE XIII TERMINATION OF AGREEMENT

If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligations under this AGREEMENT, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this AGREEMENT, the COMMISSION shall thereupon have the right to terminate this AGREEMENT by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof. Upon termination all material prepared by the CONSULTANT pursuant to this AGREEMENT shall be furnished to the COMMISSION and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the COMMISSION for damage sustained by the COMMISSION by virtue of any breach of the AGREEMENT by CONSULTANT, and the COMMISSION may withhold payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the COMMISSION from the CONTRACTOR is determined.

The COMMISSION also reserves the right to terminate this AGREEMENT at any time without cause by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof. Upon termination all material prepared by the CONSULTANT pursuant to this AGREEMENT shall be furnished to the COMMISSION. If the AGREEMENT is terminated by the COMMISSION without cause, the CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONSULTANT covered by this AGREEMENT, less payments of compensation previously made.

## ARTICLE XIV EQUAL EMPLOYMENT OPPORTUNITY

In the accomplishment of the program, CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color, or national origin. Such action shall include, but not be limited to, employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the lead agency setting forth the provisions of this non-discrimination clause. CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin. CONSULTANT shall incorporate the foregoing requirements of this paragraph in all of its sub-contractors exceeding \$10,000.00 for work performed pursuant to this Contract and shall require such from all of its sub-contractors.

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as the COMMISSION may require to carry out the intent of this section.

### Minority Business Enterprise

In connection with the performance of this contract, the CONSULTANT will cooperate with the COMMISSION in meeting his commitments and goals with regard to the maximum utilization of minority business enterprises and use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this contract.

### ARTICLE XV RIGHTS

CONSULTANT agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this AGREEMENT. CONSULTANT will not include copyrighted matter in the material furnished under this AGREEMENT without written permission from the copyright owner.

### ARTICLE XVI INTEREST OF PUBLIC OFFICIALS

No member, officer or employee of the COMMISSION during his tenure or for one year thereafter shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

### ARTICLE XVII INTEREST OF MEMBERS OF CONGRESS

No member of, or delegate to, the Congress of the United States of America shall be admitted to any share or part hereof or any benefit to arise

## ARTICLE XVIII. INTEREST OF THE CONSULTANT

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this AGREEMENT. The CONSULTANT further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed.

## ARTICLE XIX. IDENTIFICATION OF DOCUMENTS

The format and manner of identification of the CONSULTANT on all reports, maps and other documents completed as a part of this AGREEMENT other than documents prepared exclusively for internal use by the COMMISSION shall be approved by the COMMISSION and shall carry the following notation on the same page (or, in the case of maps, in the same block) containing the name of the COMMISSION: "Preparation of this document has been financed in part through a grant from the U.S. Department of Transportation under the provisions of Sec. 8 of the Urban Mass Transportation Act of 1964, as amended."

## ARTICLE XX. OWNERSHIP OF DOCUMENTS

All documents, reports and materials prepared by the CONSULTANT specifically in the performance of this AGREEMENT shall become the property of the COMMISSION upon its payment for the services rendered hereunder, and all such documents, reports and materials shall be delivered to the COMMISSION as specified in this AGREEMENT or upon any termination thereof.

## ARTICLE XXI LIMITS OF THE CONTRACT

This AGREEMENT shall constitute the sole understanding of the parties hereto and supersedes all prior negotiations, statements, instructions, representations or agreements, whether written or oral. This AGREEMENT shall be amended only by written instrument signed by both the COMMISSION and the CONSULTANT.

## ARTICLE XXII APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of California.

## ARTICLE XXIII NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered to:

### CONSULTANT

Mr. Gerard L. Drake  
Vice President  
Wilbur Smith and Associates  
111 Pine Street  
San Francisco, CA 94111

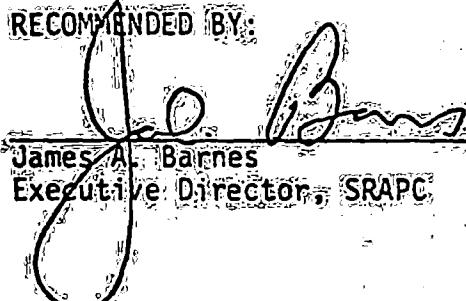
### COMMISSION

Mr. James A. Barnes  
Executive Director  
Sacramento Regional Area Planning Commission  
Suite 300, 800 H Street  
Sacramento, CA 95814

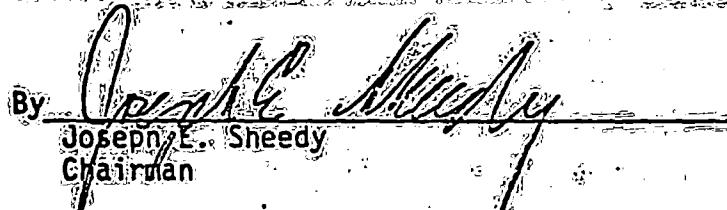
APPROVED AS TO FORM

By   
William G. Holliman, Jr.  
(Counsel)

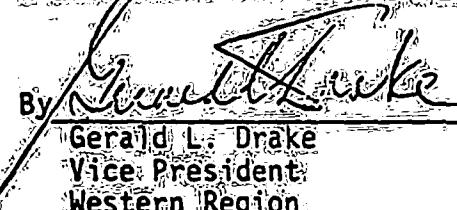
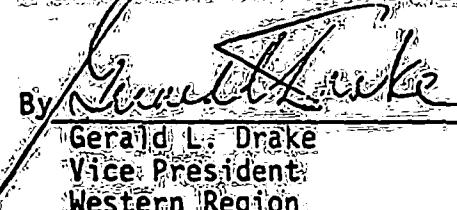
RECOMMENDED BY:

  
James A. Barnes  
Executive Director, SRAPC

SACRAMENTO REGIONAL AREA PLANNING COMMISSION

By   
Joseph E. Sheedy  
Chairman

WILBUR SMITH AND ASSOCIATES

  
By   
Gerald L. Drake  
Vice President  
Western Region

**EXHIBIT A**

Exhibit A consists of the two volume proposal by Wilbur Smith and Associates titled "Alternatives Analysis/DEIS, Interstate 80 Bypass Corridor, Sacramento, California"; dated February 13, 1980.

The attached is a revision to page 112 of Exhibit A.

**EXHIBIT A**

**PROPOSED PROJECT BUDGET BY TASKS**

**I-80 BYPASS CORRIDOR AA/EIS**

| <b>TASK</b>  | <b>WSA</b>       | <b>GB</b>       | <b>GA</b>       | <b>MBE</b>      | <b>AM</b>       | <b>TOTAL</b>     |
|--------------|------------------|-----------------|-----------------|-----------------|-----------------|------------------|
| 1.           | \$1,000          | \$1,000         | \$1,000         |                 |                 | \$3,000          |
| 2.           | 6,000            | 2,000           | 2,000           |                 |                 | 10,000           |
| 3.           | 5,000            |                 |                 |                 |                 | 5,000            |
| 4.           | 20,000           |                 |                 |                 |                 | 20,000           |
| 5.           | 24,000           |                 |                 |                 |                 | 24,000           |
| 6.           | 9,000            |                 |                 | 6,000           |                 | 15,000           |
| 7.           | 3,000            | 62,000          |                 |                 |                 | 65,000           |
| 8.           | 25,000           |                 |                 |                 |                 | 25,000           |
| 9.           | 15,000           |                 |                 |                 |                 | 15,000           |
| 10.          |                  |                 | 22,000          | 14,000          |                 | 36,000           |
| 11.          |                  |                 | 20,000          |                 |                 | 20,000           |
| 12.          |                  |                 |                 | 4,000           | 11,000          | 15,000           |
| 13.          | 7,000            |                 |                 |                 | 5,000           | 12,000           |
| 14.          |                  |                 |                 | 5,000           |                 | 5,000            |
| 15.          | 12,000           | 3,000           | 3,000           |                 | 2,000           | 20,000           |
| 16.          | 20,000           |                 | 20,000          |                 |                 | 40,000           |
| 17.          | 3,000            | 1,000           | 1,000           |                 |                 | 5,000            |
| 18.          | 5,000            | 2,000           | 2,000           |                 | 1,000           | 10,000           |
| 19.          | 12,000           |                 | 8,000           |                 |                 | 20,000           |
| 20.          | 13,000           | 1,000           | 1,000           | 10,000          |                 | 25,000           |
| <b>TOTAL</b> | <b>\$180,000</b> | <b>\$72,000</b> | <b>\$80,000</b> | <b>\$39,000</b> | <b>\$19,000</b> | <b>\$390,000</b> |

**Revised  
3-20-80**

**EXHIBIT B**

**CONSULTANT KEY PERSONNEL COMMITMENTS**

| <b>STAFF MEMBER</b>                         | <b>APPROXIMATE<br/>NUMBER OF HOURS</b> |
|---|--|
| G. L. Drake, Project Director               | 320                                    |
| R. A. Parker, Resident Project Manager      | 1,100                                  |
| P. C. Martin, Team Leader                   | 640                                    |
| Other Professional Personnel                | 1,120                                  |
| Support Staff - Wilbur Smith and Associates | <u>800</u>                             |
| Subtotal - WSA                              | 3,980                                  |
| G. R. Beetle, Team Leader                   | 480                                    |
| Other Professional Personnel                | 1,168                                  |
| Support Staff - George Beetle Co.           | <u>490</u>                             |
| Subtotal - George Beetle Co.                | 2,138                                  |
| J. M. Stutsman, Team Leader                 | 360                                    |
| Other Professional Personnel                | 1,040                                  |
| Support Staff - Gruen Associates            | <u>200</u>                             |
| Subtotal - Gruen Associates                 | 1,600                                  |
| A. N. McDonald                              | 60                                     |
| Youmans                                     | 340                                    |
| Support Staff                               | <u>220</u>                             |
| Subtotal - McDonald Associates              | 620                                    |
| S. Ziebron                                  | 740                                    |
| Subtotal - Jefferson Associates             | 740                                    |
| <b>APPROXIMATE TOTAL MAN-HOURS</b>          | <b>9,078</b>                           |

## EXHIBIT C

| CONTRACT PRICING PROPOSAL<br>(RESEARCH AND DEVELOPMENT)  |  |                      |                | Office of Management and Budget<br>Approval No. 29-RG114 |
|--|--|----------------------|----------------|--|
| This form is for use when the submission of cost of pricing data (see CFR 13.807-3) is required and<br>(a) substitution for the Optional Form 19 is authorized by the contracting officer. |  |                      |                | PAGE NO. 1 OF 2  |
| NAME OF CONTRACTOR   | SUPPLIES AND/OR SERVICES TO BE PROVIDED                                      |                      |                |  |
| Wilbur Smith and Associates  | Professional Consulting Service  |                      |                |  |
| HOME OFFICE ADDRESS  | I-80 Bypass Corridor Alternatives<br>Analysis-Environmental Impact Statement |                      |                |  |
| DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED<br>94111*<br>111 Pine St., San Francisco, CA   | TOTAL AMOUNT OF PROPOSAL<br>\$ 390,000.00                                    | CONTRACTUAL BASIS    |                |  |
| DETAIL DESCRIPTION OF COST ELEMENTS  |  |                      |                |  |
| 1. DIRECT MATERIAL (Itemized on Exhibit A)   | EST. COST (\$)   | TOTAL EST. COST (\$) | REFERENCE      |  |
| A. PURCHASED PARTS   |  |                      |                |  |
| B. SUBCONTRACTED ITEMS   |  |                      |                |  |
| C. OTHER - (1) RAW MATERIAL<br>(2) YOUR STANDARD COMMERCIAL ITEMS<br>(3) INTERDIVISIONAL TRANSFERS (If applicable)   |  |                      |                |  |
|  | TOTAL DIRECT MATERIAL  | NA                   |                |  |
| 2. MATERIAL OVERHEAD (Rate)  |  |                      |                |  |
| 3. DIRECT LABOR (Specify)  | ESTIMATED HOURS  | RATE/HOUR            | EST. COST (\$) |  |
| Project Director   | 320  | 21                   | 6720           |  |
| Resident Project Manager   | 1100   | 19                   | 20,900         |  |
| WSA Team Leader  | 640  | 13                   | 8,320          |  |
| WSA Senior Analysts  | 160  | 15                   | 2,400          |  |
| WSA Senior Engineers   | 320  | 18                   | 5,760          |  |
| WSA Engineers/Analysts   | 640  | 9                    | 5,760          |  |
| Support Personnel/DIRECT LABOR   |  |                      | 5,200          |  |
| 4. LABOR OVERHEAD (Type of Department or Cost Center)  | ON-HOUR RATE   | BASE HRS.            | EST. COST (\$) |  |
| (Labor Fringes @ 25.26%)   | 130.53   | 55,060               |                |  |
| (Overhead @105.27%)  |  |                      |                |  |
|  | TOTAL LABOR OVERHEAD   | 71,870               |                |  |
| 5. SPECIAL TESTING (Including field work at Government installations)  | EST. COST (\$)   |                      |                |  |
|  | TOTAL SPECIAL TESTING  | NA                   |                |  |
| 6. SPECIAL EQUIPMENT (If direct charge) (Itemized on Exhibit A)  |  |                      |                |  |
| 7. TRAVEL (If direct charge) (Give details on established schedule)  | EST. COST (\$)   |                      |                |  |
| 8. TRANSPORTATION  | 4,800  |                      |                |  |
| 9. PER DIEM OR SUBSISTENCE   | 3,200  |                      |                |  |
|  | TOTAL TRAVEL   | 8,000                |                |  |
| 10. CONSULTANTS (Identify purpose-rate)  | EST. COST (\$)   |                      |                |  |
| George Beetle Company  | 72,000   |                      |                |  |
| Gruen Associates   | 80,000   |                      |                |  |
| McDonald Associates  | 19,000   |                      |                |  |
| MBE (Minority Business Enterprise)   | 39,000   |                      |                |  |
|  | TOTAL CONSULTANTS  | 210,000              |                |  |
| 11. OTHER DIRECT COSTS (Itemized on Exhibit A)   |  |                      | 25,090         |  |
|  | TOTAL DIRECT COST  | EST. DIRECT ADJ.     | 370,020        |  |
| 12. GENERAL AND ADMINISTRATIVE EXPENSES (Rate)   |  |                      | 7,290          |  |
| 13. PROFIT/TAXES   |  |                      | 377,310        |  |
|  | TOTAL CONTRACT PRICE   |                      | 1,26,690       |  |

**EXHIBIT C (Continued)**

This document is submitted for use in connection with and in reference to Docket #K-10-10/80  
 Sacramento Regional Area Planning Commission No. 10/10/80  
 UMTA Phase II Detailed Alternatives Analysis/DEIS, Interstate 80 Bypass Corridor

Gerard L. Drake  
 Vice President

SIGNATURE

Wilbur Smith and Associates

DATE OF SUBMISSION  
 February 13, 1980

**EXHIBIT A - SUPPORTING SCHEDULE (Specify. If more space is needed, use reverse)**

| COST ITEM NO. | ITEM DESCRIPTION (Yes/No/Nope)           | LSI COST (\$) |
|---------------|--|---------------|
| 7             | Relocation Travel (Pro. Nor. and Family) | 1300          |
|               | On-Site Travel                           | 1800          |
|               | Other Travel (30 trips SF-SAC @ \$50)    | 1500          |
|               | Subtotal                                 | 4800          |
|               | Subsistence (80 days @ \$40)             | 3200          |
|               | Total                                    | \$ 8,000      |

|   |  |          |           |
|---|--|----------|-----------|
| 9 | Other (Non-Travel) Relocation Expenses | 2900     |           |
|   | Project Office                         | 8000     |           |
|   | Printing / Reproductions               | 4000     |           |
|   | Communications and Misc.               | 1090     |           |
|   | Total                                  | \$ 25090 | \$ 25,090 |

DO YOU HAVE AN EXECUTIVE AGENT OF THE UNITED STATES GOVERNMENT PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY UNITED STATES GOVERNMENT PRIME CONTRACT OR SUBCONTRACT WITHIN THE PAST TWELVE MONTHS?

YES  NO (*If "no", identify below:*)

NAME AND ADDRESS OF REVIEWING OFFICE AND INDIVIDUAL  
 Defense Contract Audit Agency, Atlanta, Georgia

TELEPHONE NUMBER/EXTENSION

DO YOU HOLD OR HAVE A GRANT GOVERNMENT PROPERTY IN THE MEMORANDUM OF THIS PROPOSED CONTACT?

YES  NO (*If "no", identify or describe property:*)

DO YOU RECEIVE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTACT?

YES  NO (*If "no", identify:*)  ADVANCE PAYMENTS  PROCESS PAYMENTS  CASH  GUARANTEED LOANS

DO YOU HOLD ANY CONTRACTS FOR GOVERNMENT, INDEPENDENTLY FUNDED (IRGDS), PROVIDED FOR THE SAME OR SIMILAR WORK CONDUCTED BY OTHER FIRMS?

YES  NO (*If "no", identify:*)

DO YOU COST SUPPORT CONTRACTS WITH THE COST PRINCIPLES SET FORTH IN AGENCY REGULATIONS?

YES  NO (*If "no", explain no system or separate page:*)

*Note: Reserve for Insurance and Liability.*

**OPTIONAL FORM NUMBER 10**

\*Project Office to be established in Sacramento.

## PROGRESS REPORT FOR (Month)

TASK  
DescriptionBUDGET  
AMOUNTCOSTS  
INCURRED  
THIS MONTHCUMULATIVE  
COST  
TO DATE% BUDGET  
EXPENDED% WORK  
COMPLETEUNEXPENDED  
BALANCE**TOTAL****\$390,000**

MONTHLY PROGRESS REPORT

EXHIBIT D

19A

# RESOLUTION NO. 80-637

Adopted by The Sacramento City Council on date of

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT BETWEEN  
CITY OF SACRAMENTO AND SACRAMENTO REGIONAL AREA  
PLANNING COMMISSION FOR STUDY OF NORTH-EAST CORRIDOR**

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

That the contract between the City of Sacramento and Sacramento Regional Area Planning Commission for the study of the North-East Corridor alternatives to the construction of the I-80 Bypass Freeway is hereby approved and the City Manager is authorized to sign said contract on behalf of the City of Sacramento.

**MAYOR**

**ATTEST:**

**CITY CLERK**

**APPROVED**  
BY THE CITY COUNCIL

**SEP 8 1980**

**OFFICE OF THE  
CITY CLERK**

