

**BOARD OF DIRECTORS MEETING
OCTOBER 2023**



**Regular Meeting of the Capital SouthEast Connector JPA
Board of Directors**

Date: Friday, October 20, 2023, 8:30 a.m. to 10:30 a.m.

Meeting Location: City of Rancho Cordova City Hall
Council Chambers
2729 Prospect Park Drive,
Rancho Cordova, CA 95670

The Connector JPA welcomes, appreciates, and encourages public participation in the Board Meeting. If you wish to address the Board of Directors during the meeting, please complete a Speaker Card located at the back table and give it to the Secretary before considering the agenda item. The Board Chair will call your name at the appropriate time. Please speak into the microphone when addressing the Board.

The Board requests that you limit your presentation to three (3) minutes per person so that all present will have time to participate. The Board of Directors reserves the right to reasonably limit the total time for public comment on any particular noticed agenda item as necessary.

AGENDA

The Board may take action on any matter listed on this agenda to the extent permitted by applicable law. Staff Reports are subject to change without prior notice.

- 1.** Call to Order & Roll Call: Directors Gatewood, Hidahl, Hume, Kozlowski, Spease
- 2.** Pledge of Allegiance
- 3.** Public Comment on Items Not on the Agenda

Individuals may comment on any item of interest to the public within the subject matter jurisdiction of the Board. Each person will be allowed three minutes. After ten minutes of testimony, the Chair may move testimony following the Discussion and Action Items. Please note the California Government Code prohibits the Board from discussing or taking action on any item that is not on the agenda. The Board cannot take action on non-agendized items raised under "Public Comment" until the matter has been specifically included on the agenda. Individuals who wish to address a specific item on the agenda should comment during consideration of that item.

4. Executive Director's Report

Consent Calendar Items

- 5.** Approve Action Minutes of the May 26, 2023, Regular Board Meeting
- 6.** Notable Connector Project Media Articles (Receive and File)
- 7.** Approve Seventh Amendment to JPA Office Lease with Schwager Development, LLC
 - Resolution 2023-18
- 8.** Accept the Notices of Completion for All Work Involved in the Construction of Connector Segment A2, Kammerer Road Reconstruction, and Segment B2, Grant Line Road Widening Projects from the City of Elk Grove
 - Resolution 2023-19
- 9.** Authorize the Executive Director to Execute a Baseline Agreement with the State of California Department of Transportation and the California Transportation Commission for Funding related to Grant Line Road between Douglas Road and White Rock Road
 - Resolution 2023-20
- 10.** Authorize the Executive Director to Execute a Program Supplement Agreement with the State of California Department of Transportation for the White Rock Road Class I Trail
 - Resolution 2023-21
- 11.** Authorize the Executive Director to Execute Allocation and Expenditure Contracts with the Sacramento Transportation Authority for Connector Project Capital Funding
 - Resolution 2023-22
- 12.** Authorize the Executive Director to Execute an Allocation and Expenditure Contract with the Sacramento Transportation Authority for Connector Project Environmental Mitigation Funding
 - Resolution 2023-23
- 13.** Approve Budget Amendment to Reflect an Additional \$3M in State Funding through the Trade Corridor Enhancement Program
 - Resolution 2023-24

Discussion and Action Items

- 14.** Authorize the Executive Director to Execute an Agreement with Dokken Engineering, Inc. for Civil and Structural Design Services, Land Surveying, Environmental Support, Right of Way Support, Stakeholder Outreach, and Engineering Construction Support Services for the White Rock Road Class I Trail for an Amount Not-To-Exceed \$1,595,635.39
 - Resolution 2023-25

- 15.** Authorize the Executive Director to Execute an Agreement with Dokken Engineering, Inc. for Civil and Structural Design Services, Land Surveying, Right of Way Support, Environmental Support, Stakeholder Outreach, and Engineering Construction Support Services for the Connector Expressway on Grant Line Road from Chrysanthy Blvd to White Rock Rd for an Amount Not-To-Exceed \$4,204,500.28
- Resolution 2023-26
- 16.** Consideration of Adoption of Addendum to the Capital SouthEast Connector D2 Expressway Project Final Tiered Initial Study with Mitigated Negative Declaration (SCH#: 2017032087)
- Resolution 2023-27

Closed Session

17. Closed Session

Once the closed session has ended, the board meeting will be reconvened in open session. The Chair will then make any announcements required by the Brown Act relative to reportable actions taken during the closed session.

A. Conference with Real Property Negotiators Pursuant to Government Code § 54956.8

Property: White Rock Road and Scott Road, Sacramento County, CA
APN: 072-0060-096 & 072-0110-077

Agency negotiator: Derek Minnema, Executive Director

Negotiating parties: Aerojet Rocketdyne, Inc.

Under negotiation: Price and terms of real property transaction

B. Conference with Real Property Negotiators Pursuant to Government Code § 54956.8

Property: 3450 Grant Line Road
APN: 073-0010-010 and 073-0010-011

Agency negotiator: Derek Minnema, Executive Director

Negotiating parties: TDW Enterprises, dba Grantline Road LLC

Under negotiation: Price and terms of real property transaction

C. Conference with Legal Counsel- Anticipated Litigation (Government Code, § 54956.9(b))

Significant exposure to litigation (1 case)

D. Public Employee Performance Evaluation (Government Code, § 54957(b)(1))

Employee: Executive Director

E. Conference with Labor Negotiators (Government Code, § 54957.6)

Agency Designated Representative: Board Chair

Unrepresented Employee: Executive Director

Reconvene to Open Session

Report out of Closed Session

- 18.** Discussion and possible action, if any, regarding Executive Director Compensation
 - Resolution 2023-28
- 19.** Discussion on Organizational Structure and Authorize the Executive Director to Initiate an Amended and Restated Agreement for the Contract for Services with the County of Sacramento
 - Resolution 2023-29
- 20.** Announcements or Final Comments from Board Members

ADJOURN

The next meeting of the Capital SouthEast Connector JPA Board will be held on
December 8, 2023

City of Rancho Cordova City Hall, Council Chambers
2729 Prospect Park Drive, Rancho Cordova, CA 95670

NOTICE REGARDING CHALLENGES TO DECISIONS

Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the Board at, or prior to, the public hearing.

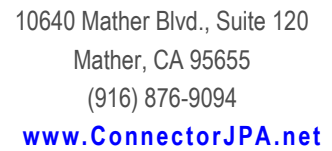
GOVERNMENT CODE 54957.5 et seq.

Public records, including writings relating to an agenda item for open session of a regular meeting and distributed less than 72 hours prior to the meeting, are available for public inspection at 10640 Mather Blvd., Suite 120, Mather, CA 95655. The on-line version of the agenda and associated materials are posted for your convenience at <http://www.ConnectorJPA.net>. Some documents may not be posted on-line because of their size and/or format (maps, site plans, and renderings). As they become available, hard copies of all documents are available at 10640 Mather Blvd., Suite 120, Mather, CA 95655.

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Connector JPA at (916) 876-9094. Notification 48 hours prior to the meeting will enable the Connector JPA to make reasonable arrangements to ensure accessibility to this meeting.

If requested, this agenda can be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Connector JPA for further information. A person with a disability, who requires a modification or accommodation, including auxiliary aids or services, to participate in a public meeting, should telephone or otherwise contact the Connector JPA 48 hours prior to the meeting. The Connector JPA may be reached at 10640 Mather Blvd., Suite 120, Mather, CA 95655 or by telephone at (916) 876-9094.

[illegible]

PATRICK HUME
Sacramento County



ITEM 4

MEETING DATE: October 20, 2023

TITLE: Executive Director's Report for October 2023

PREPARED BY: Derek Minnema

Each month the Executive Director provides a report to the Board. The Executive Director will update the Board on the agency's activities at the meeting.

ITEM 5

MEETING DATE: October 20, 2023

TITLE: Action Minutes of the May 26, 2023, Regular Board Meeting

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Action Minutes of the May 26, 2023, Regular Board Meeting.

ACTION MINUTES

The Capital SouthEast Connector JPA Board of Directors met in regular session on May 26, 2023 in the City of Rancho Cordova City Hall Council Chambers, located at 2729 Prospect Park Drive, Rancho Cordova, CA.

Call to Order

Chair Hidahl called the meeting to order at 8:30 a.m.

Roll Call

Present: Directors Hidahl, Kozlowski*, Hume, Gatewood, Robles

* Director Kozlowski joined the meeting at 8:39 a.m.

Public Comments on Non-Agenda Items

There were no comments from the public on non-agenda items.

Open Session

Item #4: Executive Director's Report

The Board received Executive Director Minnema's comprehensive oral report for May 2023. A brief discussion amongst the Board and JPA staff ensued.

Public comments were received by Kevin Bewsey and John Merchant on this item.

Consent Calendar Items

A motion was made by Director Hume and seconded by Director Kozlowski and passed by unanimous vote that:



THE BOARD OF DIRECTORS OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY APPROVES THE FOLLOWING ITEMS ON THE CONSENT AGENDA:

Item #5: Approve Action Minutes of the January 27, 2023 Board Meeting

Item #6: Review of New Development Trends Associated with the Transportation Mitigation Fee Program

Item #7: Update on Connector Segment A1/A2, Kammerer Road between Interstate 5 and State Route 99

Item #8: Accept the Notice of Completion for All Work Involved in the Construction of Connector Segment D3A and the Scott Road Realignment Project, and Acknowledge Completion of the Memorandum Of Understanding with the City of Folsom, Resolution 2023-07

Item #9: Notable Connector Project Media Articles

Item #10: Accept the FY 2021-22 Independent Auditor's Report, Resolution 2023-08

Item #11: Authorize staff to release a Request for Proposals for Website Design and Development and Communication Services, Resolution 2023-09

Item #12: Authorize staff to release a Request for Proposals for Civil & Structural Design Services, Land Surveying, Environmental Support, Stakeholder Outreach, and Engineering Construction Support Services for the White Rock Road Class I Trail, Resolution 2023-10

****Item #13: Authorize staff to release a Request for Proposals for Civil & Structural Design Services, Land Surveying, Environmental Support, Stakeholder Outreach, and Engineering Construction Support Services for the Connector Expressway on Grant Line Road from Chrysanthy Blvd to White Rock Rd, Resolution 2023-11**

**** Item was pulled from consent for a brief discussion amongst the Board and public comment was received by Kristina Svensk on this item.**

Discussion and Action Items

Item #14: Adopt Work Plan and Fiscal Year 2023-24 Budget and Member Agency Contribution, Resolutions 2023-12, 2023-13, 2023-14



Executive Director Minnema introduced the item and provided a presentation summarizing the item. A brief discussion amongst the Board and JPA staff ensued.

A motion was made by Director Hidahl and seconded by Director Kozlowski and passed by unanimous vote that:

THE BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY ("CONNECTOR JPA") THAT THE PROPOSED FISCAL YEAR 2023-24 WORK PLAN FOR THE CONNECTOR JPA PRESENTED TO THE BOARD AT THIS MEETING IS HEREBY ADOPTED IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO WITH RESOLUTION 2023-12.

AND

THE BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY ("CONNECTOR JPA") THAT THE PROPOSED FISCAL YEAR 2023-24 BUDGET FOR THE CONNECTOR JPA PRESENTED TO THE BOARD AT THIS MEETING IS HEREBY ADOPTED IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO WITH RESOLUTION 2023-13

AND

THE BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY ("CONNECTOR JPA") THAT EACH MEMBER JURISDICTION SHALL CONTRIBUTE LOCAL FUNDS IN THE AMOUNT OF \$50,000 FOR FY 2023-24 WITH RESOLUTION 2023-14.

Public comment was received from Ron Vicari on this item.

Item #15: Receive an Update on Connector Mitigation and Permanent Open Space Preservation Strategy

Executive Director Minnema introduced the item and provided a presentation summarizing the item. A brief discussion amongst the Board and JPA staff ensued.

No action was taken on this item.

There were no comments from the public on this item.



Item #16: Authorize Activities Related to JPA Mitigation Properties, Resolutions 2023-15 and 2023-16

Executive Director Minnema introduced the item and provided a presentation summarizing the item. A brief discussion amongst the Board and JPA staff ensued.

A motion was made by Director Hume and seconded by Director Gatewood and passed by unanimous vote that:

THE BOARD OF DIRECTORS OF THE CAPITAL SOUTHEAST CONNECTOR JPA HEREBY AUTHORIZES THE EXECUTIVE DIRECTOR TO ENTER INTO A SECOND AMENDMENT TO ITS AGREEMENT WITH MADRONE ECOLOGICAL CONSULTING LLC FOR AN ADDITIONAL \$18,000 FOR ADDITIONAL SERVICES THEREBY INCREASING THE TOTAL NOT-TO-EXCEED AMOUNT OF THE CONTRACT TO \$139, 840 WITH RESOLUTION 2023-15

AND

THE BOARD OF DIRECTORS OF THE CAPITAL SOUTHEAST CONNECTOR JPA HEREBY AUTHORIZES THE EXECUTIVE DIRECTOR TO ISSUES REQUESTS FOR PROPOSALS FOR FENCING OF JPA PROPERTY AND ROUTINE MAINTENANCE ACTIVITIES OF JPA PROPERTIES, AND;

THE EXECUTIVE DIRECTOR SHALL BE DELEGATED AUTHORITY TO ENTER INTO AGREEMENT(S) FOR FENCING NOT TO EXCEED \$150,000 AND AGREEMENT(S) FOR ROUTINE MAINTENANCE ACTIVITIES NOT TO EXCEED \$100,000 WITH RESOLUTION 2023-16

There were no comments from the public on this item.

Item #17: Approving Request for Measure A Permanent Open Space Funding From the Sacramento Transportation Authority for Fiscal Years 2024-2026, Resolution 2023-17

Executive Director Minnema introduced the item and provided a presentation summarizing the item. A brief discussion amongst the Board and JPA staff ensued.

A motion was made by Director Kozlowski and seconded by Director Robles and passed by unanimous vote that:

THE BOARD OF DIRECTORS OF THE CAPITAL SOUTHEAST CONNECTOR JPA RESPECTFULLY REQUESTS THAT THE SACRAMENTO TRANSPORTATION AUTHORITY ADVANCE ALLOCATION OF \$5 MILLION FROM THE TRANSPORTATION ENVIRONMENTAL MITIGATION PROGRAM TO FY 2023/24 WITH RESOLUTION 2023-17.



There were no comments from the public on this item.

Item #18: Closed Session

Conference with Real Property Negotiators Pursuant to Government Code § 54956.8

Property: White Rock Road and Scott Road, Sacramento County, CA
APN #: 072-0060-096 & 072-0110-077

Agency negotiator: Derek Minnema, Executive Director

Negotiating parties: Aerojet Rocketdyne, Inc.

Under Negotiation: Price and terms of payment

Open Session

The Executive Director was given direction by the Board and there was no reportable action from closed session.

Item #19: Announcement and Final Comments from Board Members

No action was taken on this item.

No public comment was received on this item.

Adjournment

The meeting adjourned at approximately 10:38 a.m.

APPROVAL OF ACTION MINUTES FOR May 26, 2023

Approved By:

Attest:

John Hidahl
Chair of the Board

Derek Minnema
Board Secretary

ITEM 6

MEETING DATE: October 20, 2023

TITLE: Notable Connector Project Media Articles (Receive and File)

PREPARED BY: Derek Minnema

RECOMMENDATION

Receive and File this summary.

MEDIA SUMMARY

Various news articles are attached. Below are excerpts from some of the articles:

- [Sacramento Capital SouthEast Connector Update: Kammerer Road and Grant Line Road](#) – *"This new connection to Interstate 5 is a major milestone that cements the SouthEast Connector's long-term benefit to the Sacramento region."* – **ABC 10**
- [Connector Project Secures New Funding for Grant Line Road Improvements](#) – *"This money will go toward the ultimate transformation of Grant Line Road between White Rock Road and Chrysanthy Boulevard from a narrow, two-lane rural road into a divided four-lane expressway with a separated multi-use path. The project encompasses the section of Grant Line Road, north of Douglas Road, that always floods during heavy rains and had cut off access to Rancho Murieta during the New Year's Eve Storm."* – **River Valley Times**
- [County Transportation Funding Experiences Boost](#) – *"The Grant Line Road Safety and Freight Mobility Project (Project) is a rural freight improvement project in eastern Sacramento County. The funds will go toward the ultimate transformation of 2.6-miles of Grant Line Road from a narrow, two-lane rural road into to a divided four-lane roadway with a separated multi-use path from Douglas Road to White Rock Road."* – **Sac County News**

ATTACHMENTS

- a. Various Media Articles

ITEM 6 a

ELK GROVE

Sacramento Capital Southeast Connector update: Kammerer Road and Grant Line Road

This new connection to Interstate 5 is a major milestone that cements the SouthEast Connector's long-term benefit to the Sacramento region.



Author: Mariah Pearson

Published: 4:39 PM PDT June 21, 2023

Updated: 4:39 PM PDT June 21, 2023



ELK GROVE, Calif. — The [Sacramento Capital Southeast Connector Joint Powers Authority](#) board (JPA) of the highly anticipated [34-mile expressway project](#) just announced some updates for summer 2023.

Once completed, the route will follow Grant Line Road all the way to the southern part of Folsom, then crosses into El Dorado County where it will meet up at Highway 50 at the new Silva Valley interchange.

Look For Any High School Yearbook, It's Free

Classmates

Here are the latest updates for this summer:

Kammerer Road

The announcement said Caltrans approved a Draft Project Report and Draft Environmental Assessment for the SouthEast Connector's link to Interstate 5, known as [Kammerer Road](#).

According to the city of Elk Grove, Kammerer Road currently exists only between Bruceville Road and Lent Ranch Parkway.

The Kammerer Road Two-Lane Extension I-5 to Bruceville Road Project proposes to extend two lanes of Kammerer Road west of Bruceville Road to a connection with the I-5/Hood Franklin Interchange.

This new connection to Interstate 5 is a major milestone that cements the SouthEast Connector's long-term benefit to the Sacramento region.

This part of the project now enters the Final Engineering Design and Right-Of-Way acquisition phase. The announcement said timing of construction is dependent on funding availability.

Grant Line Road

The announcement also said local officials, business leaders and public stakeholders [met in May to review the latest funding strategy](#) for the SouthEast Connector along Grant Line Road.

Sacramento County, Rancho Cordova and the Sacramento Transportation Authority are considering contributions in their budgets for Grant Line Road, which the board of directors made its top funding priority, specifically the location between Douglas Road and White Rock Road.

These contributions ensure the county's and city of Rancho Cordova's commitment to advancing the project.

The JPA is in the process of developing a multi-year, multi-agency funding strategy.

They are also seeking proposals to perform engineering design that would identify Expressway improvements.

Once the entire project is completed, a total of four highways will be connected by the SouthEast Connector: Interstate 5, Highway 99, Jackson Highway and Highway 50.

Connector project secures new funding for Grant Line Road improvements

By Gail Bullen

River Valley Times Reporter

Although spurned by the Sacramento Area Council of Governments (SACOG) when it sought \$10 million to initiate expressway construction work for the Rancho Cordova section of Grant Line Road earlier this year, the Sacramento Capital Southeast Connector Joint Power Authority (Connector) landed \$10.6 million elsewhere.

Executive Director Derek Minnema said that the Connector secured \$3 million in funding from the California Transportation Commission, \$6 million from the Sacramento County Transportation Authority, and \$1.6 million from the city of Rancho Cordova. All of the funds were awarded last month.

This money will go toward the ultimate transformation of Grant Line Road between White Rock Road and Chrysanthy Boulevard from a narrow, two-lane rural road into a divided four-lane expressway with a separated multi-use path. The project encompasses the section of Grant Line Road, north of Douglas Road, that always floods during heavy rains and had cut off access to Rancho Murieta during the New Year's Eve Storm.

"It's one of the worst stretches of Grant Line Road that is in need of big safety improvements and flood-

ing resiliency," Minnema said.

The Connector project will use \$10.9 million for the engineering design work on the project and the acquisition of the right of way along Grant Line Road, both of which will likely take two years. The ultimate cost of the project will likely be \$30 million or more.

At about three miles, the project comprises less than half of the D2 section of the proposed Connector between White and Jackson roads. The \$10 million the Connector had requested from SACOG was for the entire D2 section, which is 7.4 miles long.

The D2 section of the proposed Connector became familiar to many Rancho Murieta residents last February when resident John Merchant launched a petition drive to urge SACOG to provide \$10 million in funding. He previously played a major role in securing \$3.5 million in SACOG funding so the Connector could realign Scott Road.

Merchant's petition that drew 850 signatures urged SACOG to fund the D2 connection since Rancho Murieta and eastern Sacramento County residents desperately need all-weather access to emergency services as shown by the New Year's Eve Storm. Because of flooding on three connecting roads, Rancho Murieta residents were locked in unless they wanted to drive east



The Sacramento Capital Southeast Connector now has \$10.6 million to begin the engineering and the right-of-way acquisition for the construction of a section of the D2 expressway between White Rock Road and Chrysanthy Boulevard, which is just south of Glory Lane. The work will eventually fix the flooding north of Douglas Road that cut off access for Rancho Murieta residents in the New Year Eve storm.

on Jackson Highway to Amador County.

The petition also contended that the D2 upgrade would eliminate flooding, end the "deplorable" road conditions along that section of Grant Line Road, would be crucial in an evacuation in a fire, and would ease commuter congestion. "We are counting on you to throw Rancho Murieta a lifeline," the petition concluded.

However, when SACOC made its final funding decision for 2023, the connector's D2 request wasn't on the list of awards.

As for the new funding, Minnema said the \$3 million award from the California Transportation Commission was especially noteworthy since it has the highest level of transportation oversight in the state.

"This is the second time that the state has given us a grant from Senate Bill 1, from the Road Repair and Accountability Act," he said. "It really affirms the project's benefits."

The state money will be used

to modify the existing signals at the Grant Line Road intersections with White Rock and Douglas roads, and adds a new signalized intersection at Rayner Way.

The \$6 million awarded by the Sacramento County Transportation Authority was less specific about how it is used. The authority administers the Measure A program, the half-percent sales tax for transportation improvements in Sacramento County. Voters approved Measure A in 1988 and then approved a 30-year extension beginning in 2009. It raises about \$185 million a year.

Minnema said the city of Rancho Cordova is helping its residents by contributing \$1.6 million in funding to the Connector because of the increasing traffic on Grant Line Road, mostly from new development.

"If you look at it, Grant Line is in bad shape. It floods in the winter and has major collisions," he said.

Asked about the engineering work on the project, Minnema said his board has authorized him



Executive Director Derek Minnema is already seeking bids from engineering firms to design the Grant Line Road project.

to issue requests for proposals. After the Connector hires a firm, the engineers will produce a set of plans, specifications, and bidding estimates that can be advertised.

As for the right of way, Minnema said the property the Connector will acquire is either vacant grazing land or setbacks for development.

"We are still moving forward," he said.

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County Transportation Funding Experiences Boost

7/13/2023

[Transportation & Airports](#)



Article Date: Thursday, July 13, 2023

So far 2023 has been an excellent year for Sacramento County transportation efforts as many area projects have found needed funding to keep moving forward. This year, nearly \$100 million is earmarked to improve roads, provide neighborhoods access for those who walk and bike, and build electric vehicle charging stations at Sacramento International Airport.

The 2023 funding from the California Transportation Commission (CTC) and the Sacramento Area Council of Governments (SACOG) will help pay for parts of ten different projects within the County. The awards were given to a mixture of individual projects and joint efforts between agencies.

California Transportation Commission Awards - \$70,038,000

1. Local Partnership Program – US 50 Gold Line Corridor Enhancement Project - \$25M – **SacDOT joint grant with SacRT.** Project Summary - SacDOT will receive \$15 million to go toward making improvements at the Hazel Avenue and Aerojet Road interchanges with Highway 50. Sacramento Regional Transit (SacRT) will receive \$10 million for improvements along the Light Rail's Gold Line.
2. Trade Corridor Enhancement Program – Sacramento County WattEV Innovative Freight Terminal Project - \$33.6M – **Airport.** Project Summary – The largest award in the area will allow the Sacramento County WattEV Innovative Freight Terminal (SWIFT) to build a publicly accessible electric vehicle (EV) charging facility on a 118-acre parcel of land in south of Interstate 5 and immediately south of Sacramento International Airport.
3. Trade Corridor Enhancement Program – Grant Line Road Safety and Freight Mobility Project - \$3M - **Capital SouthEast Connector JPA.** Project Summary - The Grant Line Road Safety and Freight Mobility Project (Project) is a rural freight improvement project in eastern Sacramento County. The funds will go toward the ultimate transformation of 2.6-miles of Grant Line Road from a narrow, two-lane rural road into to a divided four-lane roadway with a separated multi-use path from Douglas Road to White Rock Road. The Project modifies the

existing signals at the Grant Line Road intersections with White Rock Road and Douglas Road and adds a new signalized intersection at Raymer Way.

4. Active Transportation Program – Stockton Boulevard Bicycle and Pedestrian Project - \$363,000 – **SacDOT**. Project Summary - The County requested funding for Project Approval and Environmental Document to evaluate the feasibility of a Class IV separated bikeway, sidewalk infill, and signalization of one intersection along Stockton Boulevard between Florin Road and Mack Road/Elsie Avenue in South Sacramento County.
5. Active Transportation Program – Elkhorn Boulevard Complete Streets – \$8.075M – **SacDOT**. Project Summary - Construct a Class IV separated bikeway on Elkhorn Boulevard from Watt Avenue to Don Julio Boulevard, sidewalk infill, ADA improvements, and implement Safe Routes to Schools and community education and encouragement programs in the North Highlands neighborhood.

SACOG Awards - \$24,876,000

1. Revolving Match – US 50 Gold Line Corridor Enhancement Project - \$4M contingent on receiving CTC award above – **SacDOT joint grant with SacRT**.
2. Community Design – Arden Way Phase 1 and 2 - \$1M plus a \$458,000 SGIP match – **SacDOT**. Project Summary - In Sacramento County, on Alta Arden Expressway from Howe Avenue to Fulton Avenue. The project will include sidewalk gap closures, buffered bike lanes, and pavement resurfacing.
3. Maintenance and Modernization – Alta Arden Expressway Phase 1 - \$4M – **SacDOT**. Project Summary - In Sacramento County, on Alta Arden Expressway from Howe Avenue to Fulton Avenue. The project will include sidewalk gap closures, buffered bike lanes, and pavement resurfacing.
4. Transformative – Jackson and Bradshaw Safe and Rural Connections - \$3M – **SacDOT** – Project Summary - The Project is intended to provide operational and safety improvements at the intersection of Jackson Road and Bradshaw Road in Sacramento County. The project would add a travel lane and turn lanes at the intersection.
5. Transformative – Stockton Boulevard Multimodal Partnership and BRT Corridor - \$5.2M – **Joint grant with City of Sacramento, SacDOT, and SacRT**. Project Summary - In Sacramento (City and County), on Stockton Boulevard, from Florin Road to Alhambra Boulevard: Multi-modal and safety improvements, including bus lanes and/or other transit enhancements, bicycle lanes, and pedestrian upgrades. The project will also include an alternatives analysis phase for the bus rapid transit (BRT) and BRT-lite treatments along the longer Sacramento Regional Transit District's Route 51 alignment between South Sacramento and the Sacramento Valley Station, which includes Stockton Boulevard (between Florin Road and Broadway), Broadway (between Stockton Boulevard and 8th Street), and segments of 7th, 8th and 9th Streets.
6. Regional Active Transportation Program – Bell Street Safe Routes to School - \$8.676M – **SacDOT**. Project Summary - Construction of approximately 12,500 linear feet of sidewalk infill along various segments of Bell Street between Edison Avenue and Hurley Way in the West Arden community, including a segment on 2419 Wyda Way. Construction and reconstruction of new curb ramps and extensions, traffic signal modifications, a new pedestrian signal, a new Rectangular Rapid Flashing Beacon, striping and re-striping bicycle lanes, and new bicycle detectors will also be implemented at four intersections along Bell Street where they do not currently exist. The non-infrastructure element includes education and outreach to students and parents of the nearby schools on pedestrian, bicyclist, and motorist safety.

The funding windfall will not only boost local transportation projects but help pave the way for future housing and building projects, which rely on roads being built before that construction can begin. The Building Industry Association and construction community are expected to benefit from these projects with more job opportunities in the future.

Construction of these projects will start to come to life over the next few years. Each grant will not pay for the entire project, as many funding sources are sought to offset the construction, but these dollars are expected to push the projects forward to allow a much-needed boost to improving the County's transportation infrastructure.

Contact Info:

[Matt Robinson](#), Public Information Manager, 916-874-4517

Latest Headlines

- [County Executive Announces Retirement](#)

ITEM 7

MEETING DATE: October 20, 2023

TITLE: Authorize the Executive Director to Execute a Seventh Amendment to Office Building Lease with Schwager Development, LLC

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Resolution 2023-18 authorizing the Executive Director to enter into a Seventh Amendment to Office Building Lease with Schwager Development, LLC for JPA offices at 10640 Mather Blvd., Suite 120, Mather, CA 95655.

BACKGROUND

The JPA entered into an Office Building Lease in January of 2009 for 2,388 sqft for JPA offices located at 10640 Mather Blvd., Suite 120, Mather, CA 95655 (the "Lease").

Since then, the JPA has amended the Lease numerous times to extend the term, and the JPA Board approved the most recent Sixth Amendment to the Lease on July 1, 2020. The current lease term will expire on December 31, 2023.

LEASE EXTENSION

The Seventh Amendment to the Lease proposes extending the term an additional 3 years through December 31, 2026, with no rent increase from the 2023 rental rate of \$1.85/sqft for 2024.

The rent will increase for 2025 to \$1.91/sqft and \$1.97/sqft for 2026. These rates are comparable to similar office space in the Mather area.

Given costs associated with potential relocation and the rental rate remaining the same for calendar year 2024, staff recommends the Board approve the Seventh Amendment to the Lease.

ATTACHMENTS

- a. Resolution 2023-18



ITEM 7 a

RESOLUTION 2023-18

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SEVENTH
AMENDMENT TO OFFICE BUILDING LEASE WITH
SCHWAGER DEVELOPMENT, LLC**

BE IT RESOLVED, that the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby authorizes the Executive Director to Execute a Seventh Amendment to Office Building Lease with Schwager Development, LLC.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 20th day of October, 2023, on a motion by
Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

SEVENTH AMENDMENT TO OFFICE BUILDING LEASE

This Seventh Amendment to Office Building Lease (this “Amendment”) is made and entered into as of the ____ day of _____ 2023, by and between **SCHWAGER DEVELOPMENT, LLC**, a California limited liability company (“**Landlord**”), and **CAPITAL SOUTHEAST CONNECTOR JPA** (“**Tenant**”).

RECITALS:

A. Landlord presently leases to Tenant those certain premises containing approximately two thousand three hundred eighty-eight (2,388) rentable square feet commonly known as Suite 120 (the “**Premises**”) within the building (the “**Building**”) located at 10640 Mather Blvd, Mather, California, pursuant to that certain Office Building Lease dated January 2, 2009, as amended by that certain First Amendment to Office Building Lease, as amended further by that certain Second Amendment to Office Building Lease dated September 1, 2011, as amended further by that certain Third Amendment to Office Building Lease dated July 8, 2014, as amended further by that certain Fourth Amendment to Office Building Lease dated November 29, 2017, as amended further by that certain Fifth Amendment to Office Building Lease dated January 1, 2019, and as amended further by that certain Sixth Amendment to Office Building Lease dated July 1, 2020 (collectively, the “**Lease**”), by and between Landlord’s predecessor-in-interest, Landlord and Tenant.

B. It is now the intention of the parties to amend the Lease to extend the term of the Lease, subject to all of the terms and conditions set forth in this Seventh Amendment.

WHEREAS, Pursuant to the Fourth Amendment to Office Building Lease, Tenant exercised its Renewal Option by giving notice to Landlord notice of Tenant’s desire to exercise a three (3) year Option Term beginning immediately upon expiration of the Extended Term Expiration Date, December 31, 2023; and

WHEREAS, Landlord and Tenant have agreed upon a fair market rental rate for the Option Term.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

AGREEMENT

1. Definitions. The foregoing recitals are hereby incorporated herein by this reference and unless otherwise specified herein, all capitalized terms used in this Amendment have the meaning ascribed to such terms in the Lease.
2. Effective Date. This Seventh Amendment shall become effective on the date it is executed by both Landlord and Tenant, which date is hereinafter referred to as the “**Effective Date**”.

3. Option Term. In accordance with the Exhibit A to the Fourth Amendment to Office Lease Building, Tenant has provided the Option Notice to Landlord and the parties have agreed to extend the lease for a period of three (3) years (“**Extended Term**”) commencing January 1, 2024 (“**Extended Term Commencement Date**”) through December 31, 2026.
4. Condition of Premises. Tenant acknowledges that it currently occupies the Premises and that the same are in good condition and repair and, except as expressly set forth in this Section 3, Tenant agrees to accept the Premises in its "as-is, with all faults" basis, with no obligation of Landlord to alter, remodel, repair or improve the Premises or the Building and no representation, express or implied, respecting any matter or thing related to the Premises or the Lease (including, without limitation, the condition of the Building) has been made to Tenant by Landlord, its agents or employees. Landlord shall replace damaged blinds.
5. Base Year. During the Extended Term of this Amendment, Tenant’s Base Year as set forth in Section 2.b of the Office Building Lease dated January 2, 2009, as amended by that certain Fourth Amendment to Office Building Lease dated November 29, 2017 shall be amended to be the calendar year 2024.
6. Monthly Rent. As of the Extended Term Commencement Date, the Monthly Rent payable by Tenant during the Extended Term shall be as follows:

Term	Annual Base Rent	Monthly Installment of Base Rent	Monthly Base Rent Rate Per Rentable Square Foot (2,388 sq./ft)
01/01/2024 - 12/31/2024	\$53,013.60	\$4,417.80	\$1.85
01/01/2025 - 12/31/2025	\$54,732.96	\$4,561.08	\$1.91
01/01/2026 - 12/31/2026	\$56,452.32	\$4,704.36	\$1.97

All such Monthly Rent shall be payable by Tenant in accordance with the terms of the Lease and shall be in addition to the Direct Expenses payable by Tenant pursuant to the Lease.

7. Brokers. Each party represents and warrants that it has not dealt with any real estate broker or agent in connection with this Seventh Amendment. Each party shall indemnify the other and hold it harmless from any cost, expense, or liability (including costs of suit and reasonable attorneys fees) for any compensation, commission or fees claimed by any other real estate broker or agent, other than Landlord's Broker, in connection with this Seventh Amendment or its negotiation by reason of any conduct of the indemnifying party.
8. Miscellaneous.
 - a. This Seventh Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any Rent abatement, improvement allowance, leasehold improvements, or other

work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Seventh Amendment.

- b. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect.
- c. In case of any inconsistency between the provisions of the Lease and this Seventh Amendment, the provisions of this Seventh Amendment shall govern and control.
- d. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. For the purposes of this amendment facsimile or electronic signature shall be deemed original signatures.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Seventh Amendment as of the day and year set forth below.

LANDLORD:

TENANT:

SCHWAGER DEVELOPMENT, LLC

**CAPITAL SOUTHEAST CONNECTOR
JPA**

Mike Schwager, President

Derek Minnema, Executive Director

Date: _____

Date: _____



ITEM 8

MEETING DATE: October 20, 2023

TITLE: Accept the Notices of Completion for All Work Involved in the Construction of Connector Segment A2, Kammerer Road Reconstruction, and Segment B2, Grant Line Road Widening Projects from the City of Elk Grove

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2023-19 accepting the Notices of Completion for All Work Involved in the Construction of Connector Segment A2 (Kammerer Road, between Bruceville Road and Lotz Parkway) and Segment B2 (Grant Line Road, between Waterman Road and Bradshaw Road).

BACKGROUND

On July 12, 2017, the Connector JPA and the City of Elk Grove entered into an MOU fund construction activities related to Connector Segment A2.

On August 23, 2018, the Connector JPA and the City of Elk Grove entered into an MOU to fund construction activities related to Connector Segment B2.

DISCUSSION

The City implemented and administered the construction of the projects, and consistent with the terms of the MOU, the JPA funded the various construction activities.

On June 6 and June 13, 2023, the City issued Notices of Completion accepting and acknowledging the completion of all work involved.

The JPA would like to thank the City of Elk Grove and its Public Works staff for all their efforts to construct the projects.

ATTACHMENTS

- a. Resolution 2023-19
- b. Notices of Completion



ITEM 8 a

RESOLUTION 2023-19

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
ACCEPTING THE NOTICES OF COMPLETION FOR THE CONSTRUCTION OF
CONNECTOR SEGMENTS A2 AND B2**

WHEREAS, On June 6, 2023, the City of Elk Grove issued a Notice of Completion accepting and acknowledging the completion of all work involved with the construction of Connector Segment B2 (Grant Line Road); and

WHEREAS, On June 13, 2023, the City of Elk Grove issued a Notice of Completion accepting and acknowledging the completion of all work involved with the construction of Connector Segment A2 (Kammerer Road).

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby acknowledges and accepts the Notices of Completion.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 20th day of October, 2023, on a motion by
Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

ITEM 8 b

DocuSign Envelope ID: A93DA71C-6074-4F22-8C77-101F721289E3



Interoffice Memorandum

June 13, 2023

Jeffrey R. Werner, Public Works Director

Date

To

Notice of Completion
Kammerer Road Reconstruction Project
WVTR017/WVTR018

Shoaib Ahrary, ESD Manager

Subject

From

On March 25, 2021, the City Council awarded the contract for the Kammerer Road Reconstruction Project (WVTR017/WVTR018) to DeSilva Gates Construction, LP in the amount of \$13,183,183.00. The Project reconstructed existing Kammerer Road from Bruceville Road to 1,000 feet west of Lotz Ranch Parkway, with a median and one travel lane and shoulder in each direction. Four stop-sign controlled intersections were improved with the Project (Lotz Parkway, McMillan Road (future Big Horn Boulevard), Rau Road, and Bruceville Road). Drainage improvements included ditches, storm pipes, two new detention basins, and modifications to an existing detention basin. A landscaped median was included at two locations at the east end of the project near Lotz Parkway where potable water was available. The Project constructed irrigation cross overs for all future landscaped medians. The final construction cost totaled \$13,772,943.23. This included change orders and quantity adjustments in the amount of \$589,760.23.

Staff has determined that the work is complete and is recommending the City File a Notice of Completion pursuant to Resolution 2021-273.

Please sign the attached Notice of Completion to be filed with the Sacramento County Recorder. The City will release retention and any remaining amount due to the Contractor per Public Contract Code Chapter 7 Section 7107. If no liens or claims are filed within 35 days of the filing of the Notice of Completion with the Sacramento County Recorder, the City will release the one year warranty period covering the work.

RECOMMENDED BY:

Shoaib Ahrary

Shoaib Ahrary, ESD Manager

Date: 6/13/2023 | 1:46 PM PDT

NO FEE DOCUMENT

Government Code §6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF ELK GROVE

8401 Laguna Palms Way

Elk Grove, CA 95758

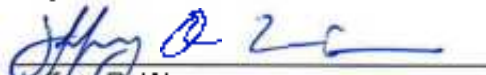
Attn: City Clerk

The Above Space For Recorder's Use Only

NOTICE OF COMPLETION
Civil Code §204

1. Prime Contractor: DeSilva Gates Construction, LP
2. Prime Contractor's Address: 11555 Dublin Blvd., Dublin, CA 94568
3. Project Name: Kammerer Road Reconstruction Project (WTR017_WTR018)
4. Date of Completion (Acceptance): June 13, 2023
5. Description of Work or Materials Furnished: Project reconstructed existing Kammerer Road from Bruceville Road to 1,000 feet west of Lent Ranch Parkway, with a median and one travel lane and shoulder in each direction. Four stop-sign controlled intersections were improved with the Project (Lotz Parkway, McMillan Road (future Big Horn Boulevard), Rau Road, and Bruceville Road). Drainage improvements included ditches, storm pipes, two new detention basins, and modifications to an existing detention basin.
6. Site Location: City of Elk Grove
7. Owner's Property Interest in Site is: fee
8. Owner: City of Elk Grove
9. Owner's Agent: City of Elk Grove, 8401 Laguna Palms Way, Elk Grove, CA 95758

City of Elk Grove:



Jeffrey R. Werner

Public Works Director/City Engineer

Dated: June 13, 2023

Verification

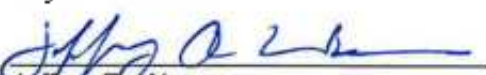
I, the undersigned, say:

I am the person who signed the foregoing notice. I have read said notice and know the contents thereof, and the facts stated therein are true of my knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Elk Grove, California, this 13th day of June 2023.

City of Elk Grove:



Jeffrey R. Werner

Public Works Director/City Engineer

Interoffice Memorandum



June 6, 2023

Jeffrey R. Werner, Public Works Director

.....
Date

.....
To

Notice of Completion
Grant Line Road Widening Phase 2
(Waterman to Bradshaw) Project (WVTR002)

Shoaib Ahrary, ESD Manager

.....
Subject

.....
From

On November 18, 2020, the City Council awarded the contract for the Grant Line Road Widening Phase 2 (Waterman to Bradshaw) Project (WVTR002) to George Reed, Inc. in the amount of \$13,760,391.00. The Project resulted in the widening of Grant Line Road between Waterman and Bradshaw Road. Construction included the widening of the road from two (2) to four (4) lanes, a Class I multi-use trail, installation of traffic signals at Mosher and Bradshaw Roads, and installation of storm water treatment basins. The final construction cost totaled \$15,359,974.89. This includes change orders and quantity adjustments in the amount of \$1,599,583.89.

Staff has determined that the work is complete and is recommending the City File a Notice of Completion pursuant to Resolution 2021-273.

Please sign the attached Notice of Completion to be filed with the Sacramento County Recorder. If no liens or claims are filed within 35 days of the filing of the Notice of Completion with the Sacramento County Recorder, the City will release retention and any remaining amount due to the Contractor, and the one year warranty period covering the work will begin.

RECOMMENDED BY:

Shoaib Ahrary
Shoaib Ahrary, ESD Manager

Date: 6/6/2023 | 4:34 PM PDT

NO FEE DOCUMENT

Government Code §6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF ELK GROVE

8401 Laguna Palms Way
Elk Grove, CA 95758
Attn: City Clerk

The Above Space For Recorder's Use Only

NOTICE OF COMPLETION
Civil Code §204

1. Prime Contractor: George Reed, Inc.
2. Prime Contractor's Address: 140 Empire Avenue, Modesto, CA 95354
3. Project Name: Grant Line Road Widening Phase 2 (Waterman to Bradshaw) Project (WTR002)
4. Date of Completion (Acceptance): June 7, 2023
5. Description of Work or Materials Furnished: The Project resulted in the widening of Grant Line Road between Waterman and Bradshaw Road. Construction included the widening of the road from two (2) to four (4) lanes, a Class 1 multi-use trail, installation of traffic signals at Mosher and Bradshaw Roads, and installation of storm water treatment basins.
6. Site Location: City of Elk Grove
7. Owner's Property Interest in Site is: fee
8. Owner: City of Elk Grove
9. Owner's Agent: City of Elk Grove, 8401 Laguna Palms Way, Elk Grove, CA 95758

City of Elk Grove:



Jeffrey R. Werner

Public Works Director/City Engineer

Dated: June 7, 2023

Verification

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read said notice and know the contents thereof, and the facts stated therein are true of my knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Elk Grove, California, this 7th day of June 2023.

City of Elk Grove:



Jeffrey R. Werner

Public Works Director/City Engineer

ITEM 9

MEETING DATE: October 20, 2023

TITLE: Authorize the Executive Director to Execute a Baseline Agreement with the State of California Department of Transportation and the California Transportation Commission for Funding related to Grant Line Road between Douglas Road and White Rock Road

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2023-20 authorizing the Executive Director to execute a Baseline Agreement with the State of California Department of Transportation ("Caltrans") and California Transportation Commission ("CTC") for funds related to Grant Line Road, between Douglas Road and White Rock Road.

BACKGROUND

In November 2022, the JPA submitted a \$16M funding application to the SB 1 Trade Corridor Enhancement Program ("TCEP") for the final engineering design and construction of Grant Line Road, from Douglas Road to White Rock Road ("Project").

In June 2023, the CTC awarded the JPA \$3M for the final engineering design phase.

As a condition of receiving TCEP funds, the JPA must execute a Baseline Agreement with the CTC. A Baseline Agreement must be in place within six months of project adoption by the CTC.

Staff has worked diligently with the CTC and Caltrans to prepare the Baseline Agreement, and staff anticipates the CTC will take action on this item at its December 6-7th meeting.

BASILINE AGREEMENT

Baseline Agreements establish the agreed-upon expected project benefits, scope, schedule, and cost of a project for which the CTC has approved funding.



These agreements provide a foundation for project monitoring and reporting. The baseline agreements also identify the agency responsible for reporting on the progress made toward the implementation of the project.

As part of the Baseline Agreement, the JPA will be responsible for submitting reports to Caltrans on a quarterly basis, discussing the progress made toward the implementation of the project, including scope, cost, schedule, outcomes, and anticipated benefits.

When project completion occurs, the JPA will also be required to submit a timely Completion Report and Final Delivery Report as specified in the Commission's SB 1 Accountability and Transparency Guidelines.

The Baseline Agreement is considered the front-end document that forms the foundation for the CTC's in-progress and follow-up accountability, and is attached for Board consideration.

For reference, Baseline Agreements are currently in place for funds the JPA secured under the SB 1 Local Partnership Program for the recently completed Kammerer Rd, Grant Line Rd, and White Rock Rd projects.

ATTACHMENTS

- a. Resolution 2023-20
- b. Baseline Agreement



ITEM 9 a

RESOLUTION 2023-20

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A BASELINE
AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION AND CALIFORNIA TRANSPORTATION COMMISSION FOR
FUNDING RELATED TO GRANT LINE ROAD**

BE IT RESOLVED, that the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby authorizes the Executive Director to Execute a Baseline Agreement with the State of California Department of Transportation and California Transportation Commission for funding related to Grant Line Road in the Trade Corridor Enhancement Program.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 20th day of October, 2023, on a motion by

Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017
PROJECT BASELINE AGREEMENT

Grant Line Road Safety and Freight Mobility Project

Resolution

(to be completed by CTC)

1. FUNDING PROGRAM

- ☐ Active Transportation Program
- ☐ Local Partnership Program (Competitive)
- ☐ Solutions for Congested Corridors Program
- ☐ State Highway Operation and Protection Program
- ☒ Trade Corridor Enhancement Program

2. PARTIES AND DATE

- 2.1 This Project Baseline Agreement (Agreement) effective on (will be completed by CTC), is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), the Project Applicant, Capital Southeast Connector JPA, and the Implementing Agency, Capital Southeast Connector JPA, sometimes collectively referred to as the "Parties".

3. RECITAL

- 3.1 Whereas at its 6/28/2023 meeting the Commission approved the Trade Corridor Enhancement Program and included in this program of projects the Grant Line Road Safety and Freight Mobility Project, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as **Exhibit A**, the Project Report attached hereto as **Exhibit B**, the Performance Metrics Form, if applicable, attached hereto as **Exhibit C**, as the baseline for project monitoring by the Commission.
- 3.2 The undersigned Project Applicant certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

4. GENERAL PROVISIONS

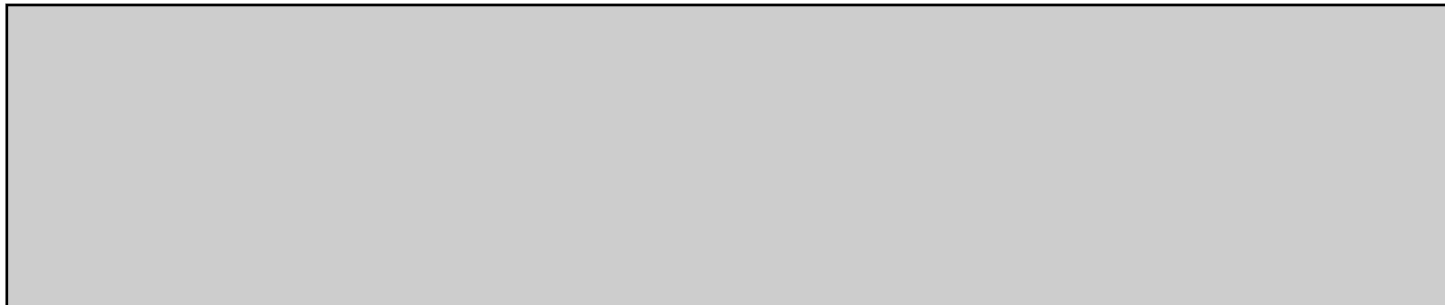
The Project Applicant, Implementing Agency, and Caltrans agree to abide by the following provisions:

- 4.1 To meet the requirements of the Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Chapter 5, Statutes of 2017) which provides the first significant, stable, and on-going increase in state transportation funding in more than two decades.
- 4.2 To adhere, as applicable, to the provisions of the Commission:
- ☐ Resolution , "Adoption of Program of Projects for the Active Transportation Program", dated
- ☐ Resolution , "Adoption of Program of Projects for the Local Partnership Program", dated
- ☐ Resolution , "Adoption of Program of Projects for the Solutions for Congested Corridors Program",
dated
- ☐ Resolution , "Adoption of Program of Projects for the State Highway Operation and Protection Program",
dated
- ☒ Resolution G-23-46 , "Adoption of Program of Projects for the Trade Corridor Enhancement Program",
dated 6/28/2023

- 4.3 All signatories agree to adhere to the Commission's Guidelines. Any conflict between the programs will be resolved at the discretion of the Commission.
- 4.4 All signatories agree to adhere to the Commission's SB 1 Accountability and Transparency Guidelines and policies, and program and project amendment processes.
- 4.5 **Capital Southeast Connector JPA** agrees to secure funds for any additional costs of the project.
- 4.6 **Capital Southeast Connector JPA** agrees to report to Caltrans on a quarterly basis; on the progress made toward the implementation of the project, including scope, cost, schedule, and anticipated benefits/performance metric outcomes.
- 4.7 Caltrans agrees to prepare program progress reports on a semi-annual basis and include information appropriate to assess the current state of the overall program and the current status of each project identified in the program report.
- 4.8 **Capital Southeast Connector JPA** agrees to submit a timely Completion Report and Final Delivery Report as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
- 4.9 **Capital Southeast Connector JPA** agrees to submit a timely Project Performance Analysis as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
- 4.10 All signatories agree to maintain and make available to the Commission and/or its designated representative, all work related documents, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of project benefits and performance metric outcomes during the course of the project, and retain those records for six years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 4.11 The Inspector General of the Independent Office of Audits and Investigations has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time during the course of the project and for six years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

5. SPECIFIC PROVISIONS AND CONDITIONS

- 5.1 Project Schedule and Cost
See Project Programming Request Form, attached as Exhibit A.
- 5.2 Project Scope
See Project Report or equivalent, attached as Exhibit B. At a minimum, the attachment shall include the cover page, evidence of approval, executive summary, and a link to or electronic copy of the full document.
- 5.3 Performance Metrics
See Performance Metrics Form, if applicable, attached as Exhibit C.
- 5.4 Additional Provisions and Conditions *(Please attach an additional page if additional space is needed.)*



Attachments:

- Exhibit A: Project Programming Request Form
Exhibit B: Project Report
Exhibit C: Performance Metrics Form *(if applicable)*

SIGNATURE PAGE
TO
PROJECT BASELINE AGREEMENT

Project Name Grant Line Road Safety and Freight Mobility Project

Resolution

(to be completed by CTC)

Derek Minnema	Date
Executive Director	
Project Applicant	

Derek Minnema	Date
Executive Director	
Implementing Agency	

	Date
District Director	
California Department of Transportation	

Tony Tavares	Date
Director	
California Department of Transportation	

	Date
Executive Director	
California Transportation Commission	

ITEM 10

MEETING DATE: October 20, 2023

TITLE: Authorize the Executive Director to Execute a Program Supplement Agreement with the State of California Department of Transportation for the White Rock Road Class I Trail

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2023-21 authorizing the Executive Director to execute a Program Supplement Agreement with the State of California Department of Transportation ("Caltrans"), allowing the JPA to invoice Caltrans for expenditures related to the White Rock Road Class I Trail from East Bidwell Street to Bailey Circle.

BACKGROUND

In December 2022, the Consolidated Appropriations Act 2023 was signed into law, providing the JPA with \$4M in federal funds for engineering design, right of way, and construction related to the White Rock Road Class I Trail.

Since then, staff has worked diligently with Caltrans and FHWA to obtain approval and Authorization to Proceed (E-76). Caltrans issued the E-76 in August 2023, authorizing the JPA to proceed with Preliminary Engineering.

To receive federal funds, the JPA must enter into a Program Supplement Agreement ("PSA"), which Caltrans issued in September 2023.

PROGRAM SUPPLEMENT AGREEMENT

The PSA is a project-specific agreement that formalizes the financial responsibilities and provisions for a specific federal-aid or state-only funded project. The PSA identifies the funding type and amount used to finance a local agency project. It is the contractual basis for the state to reimburse the local agency for work done.

ATTACHMENTS

- a. Resolution 2023-21
- b. Program Supplement Agreement



ITEM 10 a

RESOLUTION 2023-21

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PROGRAM
SUPPLEMENT AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT
OF TRANSPORTATION RELATED TO THE WHITE ROCK ROAD CLASS I TRAIL**

BE IT RESOLVED, that the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby authorizes the Executive Director to Execute a Program Supplement Agreement with the State of California Department of Transportation related to the White Rock Road Class I Trail.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 20th day of October 2023, on a motion by
Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

ITEM 10 b

PROGRAM SUPPLEMENT NO. F003
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 03-6498F15

Adv. Project ID
0323000245

Date: August 22, 2023
Location: 03-SAC-0-CSEC
Project Number: CPFL-6498(004)
E.A. Number:
Locode: 6498

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 06/30/2016 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: In Folsom/Sacramento County/ El Dorado County, on White Rock Rd from Prairie City Rd to Bailey Circle

TYPE OF WORK: Pedestrian and Bike Path

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Y926	\$2,000,000.00	LOCAL	OTHER
\$4,519,000			\$259,122.00	\$0.00

CAPITAL SOUTHEAST CONNECTOR

STATE OF CALIFORNIA
Department of Transportation

By _____

By _____

Title _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

Date _____

Attest _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer



Date 08/24/2023

null

SPECIAL COVENANTS OR REMARKS

1.
 - A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
 - B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
 - C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
 - D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

SPECIAL COVENANTS OR REMARKS

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

SPECIAL COVENANTS OR REMARKS

2.
 - A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
 - B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
 - C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
 - D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
 - E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
 - F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system

SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as

SPECIAL COVENANTS OR REMARKS

amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ITEM 11

MEETING DATE: October 20, 2023

TITLE: Authorize the Executive Director to Execute Allocation and Expenditure Contracts with the Sacramento Transportation Authority Related to the Connector Project Capital Funding

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2023-22 authorizing the Executive Director to execute Allocation and Expenditure Contracts with the Sacramento Transportation Authority ("STA") for Connector project Capital funding.

BACKGROUND

The JPA's current capital allocation and expenditure contract was executed in 2021 and will expire in 2024. Staff has been working with STA on additional funding agreements to advance the Connector project, specifically Grant Line Rd and White Rock Rd.

In June 2023, STA approved its Annual Budget with \$6.7M in new Capital Improvement Program funding for the JPA through Fiscal Year 2024-25.

NEW CAPITAL CONTRACT

On August 10, 2023, STA approved the execution of a \$700,000 allocation and expenditure contract to provide local matching funds for the White Rock Road Class I Trail and the advancement of other segments along the Connector alignment.

On September 14, 2023, STA approved the execution of a \$2M allocation and expenditure contract to provide funding for engineering design related to Grant Line Road, from Chrysanthy Blvd to White Rock Road, despite the approved budget of \$6M. STA staff recommended deferring the additional funding until progress on engineering design is underway and a right-of-way/construction strategy is developed.

ATTACHMENTS

- a. Resolution 2023-22
- b. Allocation and Expenditure Contracts



ITEM 11 a

RESOLUTION 2023-22

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE CAPITAL
ALLOCATION AND EXPENDITURE CONTRACTS WITH SACRAMENTO
TRANSPORTATION AUTHORITY RELATED TO CONNECTOR PROJECT
FUNDING**

BE IT RESOLVED, that the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby authorizes the Executive Director to execute Allocation and Expenditure Contracts with Sacramento Transportation Authority related to the Connector Project Capital Funding.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 20th day of October, 2023, on a motion by

Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

CONTRACT STA-24-CAE-003

**Capital Allocation and Expenditure Contract
For Capital SouthEast Connector Authority Measure A Transportation Capital
Project for the Grant Line Road Project**

This Contract is made as of October 20, 2023 by and between the Sacramento Transportation Authority, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the Capital SouthEast Connector Authority, hereinafter called "Entity."

RECITALS

WHEREAS, in 2004, the electors of Sacramento County approved, by two-thirds vote, sales tax Measure 'A' and Authority Ordinance No. 04-01 ("Measure A Ordinance"); and

WHEREAS, the Measure A Ordinance includes the "Sacramento County Transportation Expenditure Plan 2009–2039" ("Expenditure Plan"); and

WHEREAS, the Expenditure Plan includes the following capital improvement project: I5/SR99/SR50 Connector as part of the Local Arterial Program; and

WHEREAS, the Entity's Grant Line Road between the Chrysanthy Blvd. Intersection and the White Rock Road Intersection ("Capital Project") is part of the I5/SR99/SR50 Connector from the Expenditure Plan; and

WHEREAS, the STA Governing Board approved the Adoption Of Principles For Remaining Capital Improvement Program (CIP) Allocations And Approval Of A Consensus Allocation Plan on October 14, 2020 which included an allocation to the Entity; and

WHEREAS, it is desired that a portion of Entity's funding from the Consensus Allocation Plan be identified in this separate Contract for accountability and tracking purposes; and

WHEREAS, the AUTHORITY and ENTITY are parties to a prior and separate Capital Allocation and Expenditure Contract for Capital SouthEast Connector Project for \$4 million dollars dated April 27, 2021 ("2021 Capital Contract"); and

WHEREAS, the AUTHORITY and ENTITY are parties to a prior and separate Allocation and Expenditure Contract for Environmental Mitigation related to the construction of the Connector Expressway for \$5 million dollars funded from the Smart Growth Incentive Program dated June 18, 2021 ("2021 Mitigation Contract"); and

WHEREAS, the AUTHORITY authorized a prior and separate Capital Allocation and Expenditure Contract for Capital SouthEast Connector Project for \$700,000 dollars with the

ENTITY at the August STA Governing Board Meeting on August 10, 2023 ("2023 Capital Contract");

NOW, THEREFORE in consideration of the conditions herein contained, Authority and Entity do hereby agree to enter into "parallel" Contracts.

THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Contract is to:
 - a. Provide for the disbursements of sales tax revenue and/or transportation mitigation fee revenue on a reimbursement basis by the Authority to Entity for the Capital Project described in Section 2.
 - b. Set forth the Entity's obligations with respect to the receipt and expenditure thereof.
2. Description of Capital Project. The Capital Project funded by this Contract is:
 - a. Design, engineering, right-of-way acquisition, and construction of a multimodal transportation corridor along Grant Line Road between the Chrysanthy Blvd. Intersection and the White Rock Road Intersection. The development of a funding strategy to advance Grant Line Road between the Chrysanthy Blvd. Intersection and the White Rock Road Intersection as a shovel ready phased project compatible with the ultimate design to address safety, pedestrian and bicycle mobility, pavement condition and intersection operations. Including coordination with SACOG to ensure the phased project is consistent with the MTP/SCS and is competitive for federal and state grant funds.
3. Definitions. Unless the context otherwise requires, as used in this Contract, the following terms shall have the following meanings:
 - a. "Act" means the Local Transportation Authority and Improvement Act set forth in the provisions of the Public Utilities Code commencing with Section 180000.
 - b. "Board" means the Governing Board of the Sacramento Transportation Authority.
 - c. "Capital Improvement Program Reimbursement Request Support Policy" means the Authority policy that covers support requirements for reimbursement requests, issued in June 2023.
 - d. "Definitions of Eligible Expenditures" means the Definitions of Eligible Expenditures as approved by the Authority Governing Board in August 2021.

- e. "Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01 and the Transportation Expenditure Plan which was updated for the Decennial Review by the Authority Governing Board in April 2021.
4. Amount of Allocation and Period of Expenditure. The Board has allocated to Entity the maximum sum of **\$2,000,000** for the reimbursement of expenditures on the Capital Project during Fiscal Years 2024, 2025, and 2026. Expenses incurred prior to June 30, 2026, will be eligible for reimbursement. The final invoice shall be submitted within 60 days of June 30, 2026.
5. Compliance. The use and expenditure of sales tax revenue and transportation mitigation fee revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this Contract, the Definitions of Eligible Expenditures, Capital Improvement Program Reimbursement Request Support Policy, and all other applicable contractual and legal requirements.
6. Tax Compliance. The Authority specifically advises the Entity that portions of the Capital Project may be financed with proceeds of Bonds issued by the Authority. These Bonds are obligations for which the interest paid to investors is excluded from gross income for federal tax purposes. Under federal tax rules, a number of requirements and restrictions must be met in order for interest on the Bonds to be treated as tax-exempt, including restrictions on the use of Bond-financed property and the investment of Bond proceeds. Such requirements and restrictions continue for the life of the Bonds. To ensure such compliance, the Entity hereby agrees to abide by the additional requirements as set forth in Section 7(d) below.
7. Entity Certifications.
- a. Maintenance of Effort. Entity certifies that it is currently in compliance with, and will remain in compliance throughout the term of this Contract and the maintenance of effort requirements set forth in the Ordinance:
 - i. Entity shall not reduce the amount of its non-federal, non-state, non-Measure A transportation expenditure while receiving sales tax revenue.
 - b. State and Federal Funding. Entity certifies that it will continue to seek maximum funding for transportation improvements through State and Federal grant programs and to not supplant these grant funds.
 - c. Routine Accommodations of Bicycles and Pedestrians. Entity certifies that the Capital Project provides for routine accommodation of bicycles and pedestrians.
 - d. Tax Certifications. Entity agrees that the Capital Project is properly described in Section 2 above, and Entity expects to own all components of the Capital Project for

the entire useful lives of such assets. For the same duration, Entity does not expect that any component of the Capital Project will be used by any party other than the public or by state or local government (including use by operation, management, lease, or any preferential right). Entity shall notify authority in the event of any change to such expectations and agrees to consult and coordinate in good faith with Authority to preserve the tax-exempt status of any affected Bonds.

8. Disbursement of Revenues.

- a. Disbursements of revenue pursuant to this Contract shall be made on a reimbursement basis.
- b. Claims for payment shall be submitted no more often than monthly.
- c. All claims shall be approved by Entity's Project Manager prior to submission to Authority.
- d. All claims shall be reviewed and approved by the Authority prior to reimbursement.

9. Reporting.

- a. Entity shall submit Capital Project Status reports in approved STA format quarterly. For a Capital Project with multiple phases or segments, a separate Capital Projects Status report for each phase or segment shall be required if the phase or segment has a separate environmental document, final design PS&E, or construction contract. At the discretion of the STA Executive Director, consolidation of these reports may be allowed. Information in the Capital Project Status report shall include:
 - i. Total anticipated project cost
 - ii. Amount funded to date
 - iii. Expenditures
 - iv. Project status
- b. Capital Project Status reports will be due to the Authority thirty (30) days after the end of each calendar quarter.
- c. Entity shall submit a Capital Project Activities report in approved STA format with each reimbursement request submitted. Information in the Capital Project Activities report shall include the Capital Project work performed during the reimbursement period.
- d. At least annually and at the request of the STA Executive Director, a representative from the entity shall provide a presentation on the status of the Capital Project funded under this contract during a regularly scheduled meeting of the STA Governing Board.

10. Audits.

- a. STA staff will review progress payment claims on a selected basis.
- b. Annual audits of the STA will be performed by an independent auditor and reviewed by the Independent Taxpayer Oversight Committee (ITOC). As part of that audit, Entity expenditures will also be audited.
- c. Claims found to have inadequate supporting documentation may be denied by the STA Executive Director. Funds spent for any expenditures found to be in noncompliance with this Contract may be withheld from future payments until noncompliance by Entity is satisfactorily corrected or the funds have been repaid.

11. Designation of Project Manager. Entity shall designate a Project Manager who shall be the responsible representative of Entity to Authority staff relating to administration of this Contract.

12. Signs. Entity shall clearly identify that the project is funded with Measure A funds including on the entity's website or other material provided to the public. When a Capital Project is completed and open for public use, Entity shall post reflective signage stating, "MEASURE A, YOUR TRANSPORTATION DOLLARS AT WORK". Public Information Signage shall be in substantial compliance with this signage depicted in Attachment A as determined by the Authority.

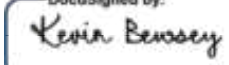
13. Indemnity and Hold Harmless. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this Contract by Entity whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by Authority.

The parties promise and agree to abide by the terms of this Contract as set forth above.

**CAPITAL SOUTHEAST CONNECTOR
AUTHORITY**

**SACRAMENTO TRANSPORTATION
AUTHORITY**

Authorized Signature

DocuSigned by:


Kevin Bewsey, Executive Director

Printed Name and Title

Date

10/17/2023

Date

PUBLIC INFORMATIONAL SIGNAGE

CAPITAL PROJECT SIGNAGE

The minimum project sign size shall be as follows:

- Caltrans Freeways & Expressways: 132" x 78" (11 ft x 6.5 ft)
- Caltrans Conventional Highways: 96" x 60" (8 ft x 5 ft)
- All other locations: 48" x 30" (4 ft x 2.5 ft)

Public Information Signage shall be in substantial compliance with figure 1:

TRANSIT FLEET VEHICLE

The minimum transit fleet vehicle decal size shall be 48" (4 ft) long.

Public Information Signage shall be in substantial compliance with figure 1:

OPERATING PROGRAM

The minimum project sign size shall be 48" x 30" (4 ft x 2.5 ft).

Public Information Signage shall be in substantial compliance with figure 1:

FIGURE 1



Figure 1 Notes

Font is Arial Black

Figure 1 Color Palette

Black Font Color

Color Hex Code: #181717

Color RGB: R24 G23 B23

White Font Color

Color Hex Code: #FFFFFFE

Color RGB: R255 G255 B254

Gold Background

Color Hex Code: # F9B928

Color RGB: R249 G185 B40

Green Background

Color Hex Code: # 7BB13B

Color RGB: R123 G177 B59

CONTRACT STA-24-CAE-01

Capital Allocation and Expenditure Contract For Capital SouthEast Connector Authority Measure A Transportation Capital Project

This Contract is made as of October 20, 2023 by and between the Sacramento Transportation Authority, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the Capital SouthEast Connector Authority, hereinafter called "Entity."

RECITALS

WHEREAS, in 2004, the electors of Sacramento County approved, by two-thirds vote, sales tax Measure 'A' and Authority Ordinance No. 04-01 ("Measure A Ordinance"); and

WHEREAS, the Measure A Ordinance includes the "Sacramento County Transportation Expenditure Plan 2009–2039" ("Expenditure Plan"); and

WHEREAS, the Expenditure Plan includes the following capital improvement project: I5/SR99/SR50 Connector ("Capital Project") as part of the Local Arterial Program; and

WHEREAS, the STA Governing Board approved the Adoption Of Principles For Remaining Capital Improvement Program (CIP) Allocations And Approval Of A Consensus Allocation Plan on October 14, 2020 which included an allocation to the Entity; and

WHEREAS, it is desired that a portion of Entity's funding from the Consensus Allocation Plan be identified in this separate Contract for accountability and tracking purposes.

NOW, THEREFORE in consideration of the conditions herein contained, Authority and Entity do hereby agree to enter into "parallel" Contracts.

THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Contract is to:
 - a. Provide for the disbursements of sales tax revenue and/or transportation mitigation fee revenue on a reimbursement basis by the Authority to Entity for the Capital Project described in Section 2.
 - b. Set forth the Entity's obligations with respect to the receipt and expenditure thereof.
2. Description of Capital Project. The Capital Project funded by this Contract is:

- a. Design, engineering, environmental clearance, environmental mitigation, Right-of-Way acquisition, and construction of a multimodal transportation corridor connecting the Cities of Elk Grove, Rancho Cordova, and Folsom in the southern and eastern portions of Sacramento County, including allowable general agency administration functions.
3. Definitions. Unless the context otherwise requires, as used in this Contract, the following terms shall have the following meanings:
 - a. “Act” means the Local Transportation Authority and Improvement Act set forth in the provisions of the Public Utilities Code commencing with Section 180000.
 - b. “Board” means the Governing Board of the Sacramento Transportation Authority.
 - c. “Capital Improvement Program Reimbursement Request Support Policy” means the Authority policy that covers support requirements for reimbursement requests, issued in June 2023.
 - d. “Definitions of Eligible Expenditures” means the Definitions of Eligible Expenditures as approved by the Authority Governing Board in August 2021.
 - e. “Measure A” or “Ordinance” means Sacramento Transportation Authority Ordinance No. STA 04-01 and the Transportation Expenditure Plan which was updated for the Decennial Review by the Authority Governing Board in April 2021.
4. Amount of Allocation and Period of Expenditure. The Board has allocated to Entity the maximum sum of **\$700,000** for the reimbursement of expenditures on the Capital Project during Fiscal Years 2024, 2025, and 2026. The total amount of annual revenue for the Entity’s Capital Project shall be approved by the Board with adoption of the annual budget. The Entity shall not request reimbursement in an amount that exceeds the amount available in the annual budget for the Capital Project. Expenses incurred prior to June 30, 2026, will be eligible for reimbursement. The final invoice shall be submitted within 60 days of June 30, 2026. No additional funds will be provided under this contract.
5. Compliance. The use and expenditure of sales tax revenue and transportation mitigation fee revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this Contract, the Definitions of Eligible Expenditures, Capital Improvement Program Reimbursement Request Support Policy, and all other applicable contractual and legal requirements.
6. Tax Compliance. The Authority specifically advises the Entity that portions of the Capital Project may be financed with proceeds of Bonds issued by the Authority. These Bonds are obligations for which the interest paid to investors is excluded from gross income for federal

tax purposes. Under federal tax rules, a number of requirements and restrictions must be met in order for interest on the Bonds to be treated as tax-exempt, including restrictions on the use of Bond-financed property and the investment of Bond proceeds. Such requirements and restrictions continue for the life of the Bonds. To ensure such compliance, the Entity hereby agrees to abide by the additional requirements as set forth in Section 7(d) below.

7. Entity Certifications.

- a. Maintenance of Effort. Entity certifies that it is currently in compliance with, and will remain in compliance throughout the term of this Contract and the maintenance of effort requirements set forth in the Ordinance:
 - i. Entity shall not reduce the amount of its non-federal, non-state, non-Measure A transportation expenditure while receiving sales tax revenue.
- b. State and Federal Funding. Entity certifies that it will continue to seek maximum funding for transportation improvements through State and Federal grant programs and to not supplant these grant funds.
- c. Routine Accommodations of Bicycles and Pedestrians. Entity certifies that the Capital Project provides for routine accommodation of bicycles and pedestrians.
- d. Tax Certifications. Entity agrees that the Capital Project is properly described in Section 2 above, and Entity expects to own all components of the Capital Project for the entire useful lives of such assets. For the same duration, Entity does not expect that any component of the Capital Project will be used by any party other than the public or by state or local government (including use by operation, management, lease, or any preferential right). Entity shall notify authority in the event of any change to such expectations and agrees to consult and coordinate in good faith with Authority to preserve the tax-exempt status of any affected Bonds.

8. Disbursement of Revenues.

- a. Disbursements of revenue pursuant to this Contract shall be made on a reimbursement basis.
- b. Claims for payment shall be submitted no more often than monthly.
- c. All claims shall be approved by Entity's Project Manager prior to submission to Authority.
- d. All claims shall be reviewed and approved by the Authority prior to reimbursement.

9. Reporting.

- a. Entity shall submit Capital Project Status reports in approved STA format quarterly. For a Capital Project with multiple phases or segments, a separate Capital Projects Status report for each phase or segment shall be required if the phase or segment has a separate environmental document, final design PS&E, or construction contract. At the discretion of the STA Executive Director, consolidation of these reports may be allowed. Information in the Capital Project Status report shall include:
 - i. Total anticipated project cost
 - ii. Amount funded to date
 - iii. Expenditures
 - iv. Project status
- b. Capital Project Status reports will be due to the Authority thirty (30) days after the end of each calendar quarter.
- c. Entity shall submit a Capital Project Activities report in approved STA format with each reimbursement request submitted. Information in the Capital Project Activities report shall include the Capital Project work performed during the reimbursement period.
- d. At least annually and at the request of the STA Executive Director, a representative from the entity shall provide a presentation on the status of the Capital Project funded under this contract during a regularly scheduled meeting of the STA Governing Board.

10. Audits.

- a. STA staff will review progress payment claims on a selected basis.
- b. Annual audits of the STA will be performed by an independent auditor and reviewed by the Independent Taxpayer Oversight Committee (ITOC). As part of that audit, Entity expenditures will also be audited.
- c. Claims found to have inadequate supporting documentation may be denied by the STA Executive Director. Funds spent for any expenditures found to be in noncompliance with this Contract may be withheld from future payments until noncompliance by Entity is satisfactorily corrected or the funds have been repaid.

11. Designation of Project Manager. Entity shall designate a Project Manager who shall be the responsible representative of Entity to Authority staff relating to administration of this Contract.

12. Signs. Entity shall clearly identify that the project is funded with Measure A funds including on the entity's website or other material provided to the public. When a Capital Project is completed and open for public use, Entity shall post reflective signage stating, "MEASURE A, YOUR TRANSPORTATION DOLLARS AT WORK". Public Information Signage shall be

in substantial compliance with this signage depicted in Attachment A as determined by the Authority.

13. Indemnity and Hold Harmless. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this Contract by Entity whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by Authority.

The parties promise and agree to abide by the terms of this Contract as set forth above.

**CAPITAL SOUTHEAST CONNECTOR
AUTHORITY**

**SACRAMENTO TRANSPORTATION
AUTHORITY**

Authorized Signature



Kevin Bewsey, Executive Director

Printed Name and Title

Date

Oct 16, 2023

Date

PUBLIC INFORMATIONAL SIGNAGE

CAPITAL PROJECT SIGNAGE

The minimum project sign size shall be as follows:

- Caltrans Freeways & Expressways: 132" x 78" (11 ft x 6.5 ft)
- Caltrans Conventional Highways: 96" x 60" (8 ft x 5 ft)
- All other locations: 48" x 30" (4 ft x 2.5 ft)

Public Information Signage shall be in substantial compliance with figure 1:

TRANSIT FLEET VEHICLE

The minimum transit fleet vehicle decal size shall be 48" (4 ft) long.

Public Information Signage shall be in substantial compliance with figure 1:

OPERATING PROGRAM

The minimum project sign size shall be 48" x 30" (4 ft x 2.5 ft).

Public Information Signage shall be in substantial compliance with figure 1:

FIGURE 1



Figure 1 Notes

Font is Arial Black

Figure 1 Color Palette

Black Font Color

Color Hex Code: #181717

Color RGB: R24 G23 B23

White Font Color

Color Hex Code: #FFFFFFE

Color RGB: R255 G255 B254

Gold Background

Color Hex Code: # F9B928

Color RGB: R249 G185 B40

Green Background

Color Hex Code: # 7BB13B

Color RGB: R123 G177 B59

ITEM 12

MEETING DATE: October 20, 2023

TITLE: Authorize the Executive Director to Execute an Allocation and Expenditure Contract with the Sacramento Transportation Authority for Connector Project Environmental Mitigation Funding

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2023-23 authorizing the Executive Director to execute an Allocation and Expenditure Contract with the Sacramento Transportation Authority ("STA") for environmental mitigation funding for \$5M.

BACKGROUND

In June 2023, STA approved its Annual Budget with \$5 million in Transportation Project Environmental Mitigation Program ("TPEMP") funding programmed in Fiscal Year 2024-25. On September 14, 2023, STA amended its budget to advance the TPEMP funding to Fiscal Year 2023-24 and approved a new mitigation contract with the JPA.

NEW MITIGATION CONTRACT

Since 2017, the JPA has invested nearly \$10M in permanent, durably protected, and managed open space, including species habitat, agricultural lands, and mitigation credits for impacts to landcover types.

STA approved an additional \$5M for the planning, development and acquisition of mitigation property, expenditures related to establishment and re-establishment activities, mitigation credits, mitigation fee agreements, and maintenance or improvement activities required to create habitat preserves.

Revenue disbursements shall occur no later than June 30, 2026.

ATTACHMENTS

- a. Resolution 2023-23
- b. Allocation and Expenditure Contract



ITEM 12 a

RESOLUTION 2023-23

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN ALLOCATION AND
EXPENDITURE CONTRACT WITH SACRAMENTO TRANSPORTATION
AUTHORITY RELATED TO ENVIRONMENTAL MITIGATION FUNDING**

BE IT RESOLVED, that the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby authorizes the Executive Director to execute an Allocation and Expenditure Contract with Sacramento Transportation Authority related to environmental mitigation funding.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 20th day of October, 2023, on a motion by
Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

CONTRACT STA-24-CAE-02

**CAPITAL ALLOCATION AND EXPENDITURE CONTRACT
FOR ENVIRONMENTAL MITIGATION RELATED
TO THE CONSTRUCTION OF THE
CAPITAL SOUTHEAST CONNECTOR EXPRESSWAY
UNDER THE TRANSPORTATION PROJECT ENVIRONMENTAL MITIGATION
PROGRAM**

This Contract is made as of **October 20, 2023** by and between the Sacramento Transportation Authority, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter referred to as “Authority”, and the Capital SouthEast Connector Authority, a joint powers authority (hereinafter referred to as “Entity”).

RECITALS

WHEREAS, in 2004, the electors of Sacramento County approved, by two-thirds vote, sales tax Measure ‘A’ and Authority Ordinance No. 04-01 (“Measure A Ordinance”); and

WHEREAS, the Measure A Ordinance includes the “Sacramento County Transportation Expenditure Plan 2009–2039” (“Expenditure Plan”); and

WHEREAS, the Expenditure Plan includes the following capital improvement project: I5/SR99/SR50 Connector (hereinafter referred to as “Connector Expressway”) as part of the Local Arterial Program; and

WHEREAS, the Expenditure Plan includes \$15 million for planning, development and acquisition of the Cosumnes River Permanent Open Space Preserve for the Connector Expressway and/or any other environmental mitigation needed to offset project impacts from such project consistent with the adjacent local jurisdictions’ land use planning documents and processes. The \$15 million is comprised of \$5 million each from the Local Arterial Program, Smart Growth Incentive Program; and the Transportation Project Environmental Mitigation Program.

WHEREAS, the AUTHORITY and ENTITY are parties to a prior and separate Allocation and Expenditure Contract for Environmental Mitigation related to the construction of the Connector Expressway for \$5 million dollars funded from the Local Arterials Program dated August 26, 2019 (“2019 Contract”); and

WHEREAS, the AUTHORITY and ENTITY are parties to a prior and separate Allocation and Expenditure Contract for Environmental Mitigation related to the construction of the Connector Expressway for \$5 million dollars funded from the Smart Growth Incentive Program dated June 18, 2021 (“2021 Contract”); and

WHEREAS, only \$5 million dollars of the \$15 million remains available for Environmental Mitigation related to the construction of the Connector Expressway; and

WHEREAS, it is desired that this remaining \$5 million be identified in this separate Contract for accountability and tracking purposes.

NOW, THEREFORE in consideration of the conditions herein contained, Authority and Entity do hereby agree to enter into “parallel” Contracts.

THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Contract is to:
 - a. Provide for the disbursements of transportation mitigation fee revenue on a reimbursement basis by the Authority to Entity for environmental mitigation to offset potential impacts related to the construction of the Connector Expressway in the next five years which may including planning, development and acquisition of the Cosumnes River Permanent Open Space Preserve as provided for by the Measure A Transportation Expenditure Plan under the Transportation Project Environment Mitigation Program (TPEMP).
 - b. Set forth Entity’s obligations with respect to the receipt and expenditure thereof.
2. Description of the Projects. The two projects related to this Contract are:
 - a. CAPITAL SOUTHEAST CONNECTOR EXPRESSWAY. The Connector Expressway is a modern, four-lane expressway that will connect Interstate 5 to U.S. Highway 50 and the Cities of Elk Grove, Rancho Cordova and Folsom. The project’s first phase includes construction of four continuous lanes from Interstate 5 and Highway 99 in Elk Grove to the new Silva Valley interchange at Highway 50 in El Dorado Hills, expanded at-grade intersections at all major access points, and a continuous path for pedestrians and bicyclists. It is currently being implemented by the Entity. Only the portion of the project located in Sacramento County is eligible for Measure A funds.
 - b. COSUMNES RIVER PERMANENT OPEN SPACE PRESERVE. The Cosumnes River Permanent Open Space Preserve (hereinafter referred to as “Preserve”) is a natural preserve centered along the Cosumnes River, its floodplains and riparian habitat in southern unincorporated Sacramento County. The Preserve contains over 50,000 acres of wildlife habitat and agricultural lands and is home to more than 250 bird species, more than 40 fish species, and over 400 plant species.

The Preserve is located within the South Sacramento Habitat Conservation Plan (SSHCP) area. The SSHCP is a regional effort to create a preserve system that will protect habitat, open space, and agricultural lands in south Sacramento

County, including the Cosumnes River watershed, while providing development and infrastructure projects with a streamlined and predictable federal and state permitting process. Using mitigation fees collected under the SSHCP, 36,282 acres would become part of an interconnected preserve system, including approximately 1,000 acres of vernal pool habitat. The SSHCP will help protect 28 plant and wildlife species.

The SSHCP is administered and implemented by the South Sacramento Conservation Agency (SSCA), a joint powers authority that includes Sacramento County and the Cities of Rancho Cordova and Galt.

3. Definitions. Unless the context otherwise requires, as used in this Contract, the following terms shall have the following meanings:
 - a. “Act” means the Local Transportation Authority and Improvement Act set forth in the provisions of the Public Utilities Code commencing with Section 180000.
 - b. “Board” means the Governing Board of the Sacramento Transportation Authority.
 - c. “Capital Improvement Program Reimbursement Request Support Policy” means the Authority policy that covers support requirements for reimbursement requests, issued in June 2023.
 - d. “Definitions of Eligible Expenditures” means the Definitions of Eligible Expenditures as approved by the Authority Governing Board in August 2021.
 - e. “Measure A” or “Ordinance” means Sacramento Transportation Authority Ordinance No. STA 04-01 and the Transportation Expenditure Plan which was updated for the Decennial Review by the Authority Governing Board in April 2021.
 - f. “Expenditure Plan” means the Transportation Expenditure Plan, 2009–2039 incorporated into Ordinance.
4. Amount of Allocation and Period of Expenditure. The Board hereby allocates to Entity the sum of **\$5,000,000** for the reimbursement of expenditures associated with the Entity’s analysis, evaluation and assessment of, and purchase of mitigation credits and mitigation fee agreements benefitting the Connector Expressway during Fiscal Years during 2024, 2025, and 2026. Expenses incurred prior to June 30, 2026, will be eligible for reimbursement. The final invoice shall be submitted within 60 days of June 30, 2026. No additional funds will be provided under this contract.
5. Compliance. The use and expenditure of transportation mitigation fee revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance,

applicable resolutions of the Board, this Contract, the Definitions of Eligible Expenditures, Capital Improvement Program Reimbursement Request Support Policy, and all other applicable contractual and legal requirements.

6. Entity Certifications.

- a. Maintenance of Effort. Entity certifies that it is currently in compliance with, and will remain in compliance throughout the term of this Contract and the maintenance of effort requirements set forth in the Ordinance:
 - i. Entity shall not reduce the amount of its non-federal, non-state, non-Measure A transportation expenditure while receiving sales tax revenue.
- b. State and Federal Funding. Entity certifies that it will continue to seek maximum funding for transportation improvements through State and Federal grant programs and to not supplant these grant funds.

7. Disbursement of Revenues.

- c. Disbursements of revenue pursuant to this Contract shall be made on a reimbursement basis.
- d. Claims for payment shall be submitted no more often than monthly.
- e. All claims shall be approved by the Entity's Project Manager prior to submission to Authority.
- f. All claims shall be approved by Entity's Project Manager prior to submission to Authority.

8. Reporting.

- a. Entity shall submit a status report to Authority with each request for disbursement. Information in the status report shall include:
 - i. The amount of fees paid in connection with the Entity's analysis, evaluation and assessment of, and purchase of mitigation credits and fee agreements benefitting and related to the SSCA to fund the Cosumnes River Preserve (through the SSHCP process).

- ii. The anticipated quantity and type of mitigation credits needed for the Connector Expressway within Sacramento County through construction of projects segments in the next five years and through construction of the entire project.
 - iii. The quantity and type of mitigation credits received under the SSHCP or through separate environmental mitigation banks.
 - iv. The quantity and type of mitigation credits anticipated to be received from other agreements such as land purchases for future dedication or similar efforts.
 - v. The status of the sections of the Connector Expressway permitted via the mitigation credits.
- b. At least annually and at the request of the STA Executive Director, a representative from the entity shall provide a presentation on the status of the Capital Project funded under this contract during a regularly scheduled meeting of the STA Governing Board.

9. Audits.

- a. Annual audits of the STA will be performed by an independent auditor and reviewed by the Independent Taxpayer Oversight Committee (ITOC). As part of that audit, Entity expenditures will also be audited.
- b. Claims found to have inadequate supporting documentation may be denied by the STA Executive Director. Funds spent for any expenditures found to be in noncompliance with this Contract may be withheld from future payments. The Board may reallocate any funds so withheld for other Measure A projects or programs.

10. Designation of Project Manager. Entity shall designate a Project Manager who shall be the responsible representative of Entity to Authority staff relating to administration of this Contract.

11. Indemnity and Hold Harmless. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this Contract by Entity whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by Authority.

THE PARTIES PROMISE AND AGREE TO ABIDE BY THE TERMS OF THIS CONTRACT AS SET FORTH ABOVE.

**CAPITAL SOUTHEAST CONNECTOR
AUTHORITY**

**SACRAMENTO TRANSPORTATION
AUTHORITY**

DEREK MINNEMA, Executive Director



Kevin Bewsey, Executive Director

Date

Oct 13, 2023

Date

ITEM 13

MEETING DATE: October 20, 2023

TITLE: Approve Budget Amendment to Reflect an Additional \$3M in State Funding through the Trade Corridor Enhancement Program

PREPARED BY: Derek Minnema and Susan Spalding

RECOMMENDATION

Approve Resolution 2023-24 amending the Fiscal Year 2023-24 Budget to reflect new additional funding from the State of California and the Sacramento Transportation Authority.

BACKGROUND

On May 26, 2023, the Board approved Resolution 2023-13, adopting the Fiscal Year ("FY") 2023-24 Budget. Since then, the JPA was awarded \$3M in State Funding through the SB 1 Trade Corridor Enhancement Program

BUDGET AMENDMENT

In June 2023, the CTC awarded the JPA \$3M for the engineering design of Grant Line Rd. This award is described in Agenda Item #9 of the October Board Meeting.

The JPA's Annual Work Plan lists several primary work elements, including "Advance Engineering Design, Construction, and Environmental Approvals," and specifically lists initiating final engineering design and right of way for Grant Line Road.

The attached table shows that the new funds will be used for Project Related Professional Services, i.e. engineering consultants, per the scope of work described in the Baseline Agreement between the State of California and the JPA.

Staff anticipates this grant funding will be expended over the next two fiscal years as the design progresses.

[illegible]

ATTACHMENTS

- a. Resolution 2023-24



ITEM 13 a

RESOLUTION 2023-24

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AMENDING THE FISCAL YEAR 2023-24 BUDGET**

BE IT RESOLVED by the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") that the Fiscal Year 2023-24 Budget for the Connector JPA is hereby amended to reflect new additional state funding and is approved in substantially the same form as attached hereto.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 20th day of October 2023, on a motion by
Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

ITEM 14

MEETING DATE: October 20, 2023

TITLE: Authorize the Executive Director to Execute an Agreement with Dokken Engineering, Inc. for Civil and Structural Design Services, Land Surveying, Environmental Support, Stakeholder Outreach, and Engineering Construction Support Services for the White Rock Road Class I Trail for an Amount Not-To-Exceed \$1,595,635.39

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2023-25 authorizing the Executive Director to execute an agreement with Dokken Engineering, Inc. for professional services related to the White Rock Road Class I Trail.

BACKGROUND

- Section II A. of the JPA's Contracting and Purchasing Procedures Manual states that the Board of Directors shall award professional services contracts that exceed \$50,000.
- Resolution 2023-10, approved May 26, 2023, authorized staff to release a Request for Proposals ("RFP") for civil engineering services for the White Rock Rd Class I Trail

SUMMARY OF PROCUREMENT

- The JPA advertised the RFP on ConnectorJPA.net, Public Notices were published in two newspapers of general circulation, and the RFP was e-mailed to an extensive list of consultants.
- The RFP was available June 1, 2023, and proposals were due no later than 4:00 p.m. on July 7, 2023.
- The JPA received two proposals, and a ranking committee comprised of JPA staff, City of Folsom, and El Dorado County evaluated the proposal for compliance with the requirements of the RFP. Both proposals were deemed responsive to the RFP for the requested services.

CONSULTANT SELECTION

While only two proposals were received, staff believes the competition was adequate and there is no need to readvertise the RFP. Both consultant teams submitted proposals reflecting that they are highly qualified, and based on staff's inquiries, there is no basis to believe that readvertising the RFP would result in the submission of additional proposals.

Based on the panel's rankings of the proposals Dokken Engineering was considered the most qualified consultant based on their superior knowledge of the project objectives, constraints, and proposed project approach.

PROJECT SCOPE OF WORK ELEMENTS

The White Rock Road Class I Trail project will construct approximately 2 miles of Class I trail from East Bidwell Street to Bailey Circle. The trail will meet Class I Trail design standards, including lighting, landscaping, signage, and improved pedestrian/bike crossings.

The consultant will advance the ultimate corridor design on White Rock Road to a 60% level, from East Bidwell Street to the County line, to ensure the Class I Trail improvements are consistent with the City's general plan and adjacent developments under construction.

The work limits are within the Connector's larger Segment D3/E1 and are environmentally cleared under CEQA and NEPA.

FUNDING, SCHEDULE, AND BUDGET

Funding

In December 2022, the Consolidated Appropriations Act 2023 was signed into law, providing the JPA with \$4M in federal funds for engineering design, right of way, and construction related to the White Rock Road Class I Trail.

Since then, staff has worked diligently with Caltrans and FHWA to obtain approval and Authorization to Proceed (E-76). Caltrans issued the E-76 in August 2023, authorizing the JPA to proceed with Preliminary Engineering.

On August 10, 2023, STA approved the execution of a \$700,000 allocation and expenditure contract to provide local matching funds for the White Rock Road Class I Trail and the advancement of other segments along the Connector alignment. These funds will be used for the required 11.47% local match and JPA administration of the



project. This allocation contract and the federal funding will fully fund the design and right-of-way acquisition services.

Schedule

The JPA anticipates the project will break ground in 2026.

Budget

The amount to be paid to the consultant under the Agreement shall not exceed \$1,595,635.39. This amount includes a contingency for optional tasks if required. Funding for this contract has been allocated in the current Fiscal year JPA Budget.

ATTACHMENTS

- a. Resolution 2023-25
- b. Consultant Agreement



ITEM 14 a

RESOLUTION 2023-25

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT
WITH DOKKEN ENGINEERING FOR CIVIL AND STRUCTURAL DESIGN
SERVICES, LAND SURVEYING, ENVIRONMENTAL SUPPORT, STAKEHOLDER
OUTREACH, AND ENGINEERING CONSTRUCTION SUPPORT SERVICES FOR
THE WHITE ROCK ROAD CLASS I TRAIL**

BE IT RESOLVED by the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby authorizes the Executive Director to execute an agreement with Dokken Engineering for Civil & Structural Design Services, Land Surveying, Environmental Support, Public Outreach, and Engineering Construction Support Services for the White Rock Road Class I Trail for an Amount Not-To-Exceed \$1,595,635.39

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 20th day of October 2023, on a motion by

Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, at Sacramento, California, by and between the Capital SouthEast Connector Authority,¹ a joint powers agency, (hereinafter “Authority”), through its Executive Director, and **DOKKEN ENGINEERING, INC.**, a CALIFORNIA Corporation, (hereinafter “Consultant”).

RECITALS:

1. **WHEREAS**, Consultant represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. **WHEREAS**, Consultant is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. **WHEREAS**, The Authority desires to contract with Consultant to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Consultant shall commence work upon execution of this Agreement. Consultant shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on **June 30, 2026**, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.
2. Scope of Work: Upon the execution of this Agreement, Consultant agrees to fully perform the work described in **Exhibit “A” – Scope of Work**.

Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment, and services customarily necessary to complete the scope of work including, but not limited to, those tasks identified in **Exhibit “A”**, incorporated herein and made by reference a part hereof, to be issued in accordance with this Agreement.

In the event of any inconsistency between Exhibit “A” and other terms and conditions of this Agreement, Exhibit “A” shall control. The Authority reserves the right to review and approve all work to be performed by Consultant in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Consultant in writing for prior review and approval by the Authority’s Executive Director. Approval shall not be presumed unless such approval is made by the Authority in writing.

Deliverables for the specific items of work to be provided under the Scope of Work shall be as specified therein and shall be submitted in accordance with the timeframes specified in Exhibit “A”, hereto. Modifications to the deliverables required and completion times specified in Exhibit “A”, hereto may only

¹ The full legal name of the Capital SouthEast Connector Authority is the “Elk Grove-Rancho Cordova-El Dorado Connector Authority.”

be made in accordance with the prior written approval of Authority's Executive Director. In performance of the Scope of Work, Consultant shall endeavor to conduct all meetings with the Authority in person unless otherwise directed by the Authority or unless otherwise necessary due to local, state, or federal emergency declarations or health and safety protocols.

In addition to the specific services identified in Exhibit A, hereto, this Exhibit "A" may also include Optional Tasks. Such Optional Tasks may supplement or modify the Scope of Work as identified in Exhibit A, hereto or may include, but not be limited to, additional items of work that are deemed critical by Authority's Executive Director to the furtherance of completing the Project. Before proceeding with any work concerning Optional Tasks under this Agreement, Consultant shall obtain written approval, authorization, and written notification to proceed from Authority's Executive Director, prior to commencement of the work. No payment will be made for any Optional Tasks performed prior to approval.

If a submittal or deliverable identified in Exhibit "A" is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2019 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2019 or AutoCAD Civil 3D 2019 format shall be used for submittal of plans or other similar documents as specified by the Authority. All digital photographs shall be submitted on USB Flash Drives in jpeg format with a minimum resolution of 2816 X 2112. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to Authority's computer and engineering applications and that are acceptable to the Authority. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by the Authority's Executive Director.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

3. Standard of Quality: All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. Consultant warrants and represents to the Authority that Consultant shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession or are necessary and incident to the performance of the services and work Consultant performs under this Agreement. Consultant shall provide written proof of such licenses, permits, insurance and approvals upon request by the Authority. The Authority is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: The amount payable by the Authority for the Scope of Work under this Agreement shall not exceed **One Million Five Hundred Ninety-Five Thousand Six Hundred Thirty-Five Dollars and Thirty-Nine Cents (\$1,595,635.39)**, unless expressly authorized in writing by the Executive Director. In no instance shall the Authority be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.

- a. Allowable Costs and Payments: Consultants will be reimbursed for hours worked at the hourly rates specified in Consultant's Cost Proposal (Exhibit 10-H). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.
- (1) In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the Cost Proposal and identified in the Cost Proposal and in the executed Scope of Work.
 - (2)
 - (3) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
 - (4) When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Project Manager before exceeding such estimate.
 - (5) Progress payments for each will be made monthly in arrears based on services provided and actual costs incurred.
 - (6) Consultant shall not commence performance of work or services until this Agreement has been approved by the Authority, and notification to proceed has been issued by the Authority's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
 - (7)
 - (8) Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the Authority's Project Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under this Agreement. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone, on each project, as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number. Credits due to the Authority that include any equipment purchased under the provisions of Section 46 of this Agreement, must be reimbursed by Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to the Authority's Project Manager at the address provided in Section 17, below.
 - (9) The period of performance for Scope of Work shall be in accordance with dates specified in the Scope of Work.
 - (10) The total amount payable by the Authority shall not exceed the amount agreed to in this Agreement, unless authorized by contract amendment.
 - (11) If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in the Scope of Work, no payment will be made until the deliverable has been satisfactorily completed.
 - (12) All subcontracts in excess of \$25,000 shall contain the above provisions.
- b. Cost Principles and Administrative Requirements:

- (1) Consultant agrees that the “Contract Cost Principles and Procedures,” 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 CFR, Part 200, shall be used to determine the cost allowability of individual items.
- (2) Consultant also agrees to comply with Federal procedures in accordance with 2 CFR Part 200.
- (3) Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, 23 CFR, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or any other applicable State or Federal Regulations, are subject to repayment by Consultant to Authority. Disallowed costs must be reimbursed to Consultant within thirty (30) days unless Authority approves in writing an alternative repayment plan. Should Consultant fail to return disallowed costs to Authority within thirty (30) days, Authority is authorized to withhold payments due to Consultant from other Authority contracts.
- (4) Consultant shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation (“Caltrans”) Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link: <https://travelpocketguide.dot.ca.gov/>. Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Consultant and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.
- (5) Consultant and subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates reasonable, allowable, and allocable costs and matching funds for work elements by line item and produces quarterly reports which clearly identify reimbursable costs and other expenditures and shall provide support for all invoices sent to Authority. Consultant shall also provide Authority with the Caltrans, Local Assistance Procedures Manual, **Exhibit 10-K** (Consultant Certification of Contract Costs and Financial Management System) and Exhibit 10-H (Cost Proposal).
- (6) Consultant and subcontractors shall comply with:

23 CFR; Caltrans’ Local Assistance Procedures Manual (at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>);

Caltrans’ Local Assistance Programs Guidelines (at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapg.htm>);

California Public Contract Code, Sections 10300 to 10334, and 10335 to 10381; and all other applicable State and Federal statutes, regulations, and guidelines or additional restrictions, limitations, conditions, or any statute enacted by the state Legislature or

adopted by the California Transportation Commission that may affect the provisions, terms, or funding of this project in any manner.

- (7) All subcontracts in excess of \$25,000 shall contain provisions 5.b(1) through 5.b(6) above.

6. Billing and Payment: Consultant shall submit monthly billings in arrears to the Authority no later than the 15th of each month and in accordance with the Scope of Work. All bills shall include an invoice summary reflecting: 1) the original contract amount; 2) the total amount billed to date; 3) the remaining contract amount; and 4) the amount of the current bill. Consultant shall be notified within fifteen (15) working days following receipt of its invoice by the Authority of any circumstances or data identified by the Authority in Consultant's written billing which would cause withholding of approval and subsequent payment. Consultant shall be paid within thirty (30) days after Authority approval of each billing; however, the Authority shall withhold ten percent (10%) of any invoice(s) until the successful completion of the scope of work and the delivery and acceptance by the Authority of all final products or deliverables. Said billings shall indicate the number of hours worked by each of Consultant's personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The billings shall include documentation of reimbursable expenses and billed items sufficient for the Authority, in its opinion, to substantiate billings. The Authority reserves the right to withhold payment of disputed amounts.

7. Independent Consultant: The Consultant, and the agents and employees of the Consultant, in the performance of this Agreement, shall act as and be independent Consultants and not officers or employees or agents of the Authority. Consultant, its officers, employees, agents, and subconsultants, if any, shall have no power to bind or commit the Authority to any decision or course of action, and shall not represent to any person or business that they have such power. Consultant has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Consultant in the performance of services under this Agreement. Consultant shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination: The Authority reserves the right to terminate this contract upon fifteen (15) calendar days written notice to Consultant, with or without cause, with the reasons for termination stated in the notice.

- a. The Authority may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Authority may proceed with the work in any manner deemed proper by the Authority. If the Authority terminates this Agreement with Consultant, the Authority shall pay Consultant the sum that was due to the Consultant under this Agreement prior to termination, unless the cost of completion to the Authority exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
- b. The maximum amount for which the Authority shall be liable if this contract is terminated is \$1,595,635.39 dollars.

c. If the Authority issues a notice of termination:

- (1) The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Consultant at the address indicated in Section 17.
- (2) Consultant shall immediately cease rendering services pursuant to this Agreement.
- (3) Consultant shall deliver to the Authority copies of all Writings, whether or not completed, which were prepared by Consultant, its employees or its subconsultants, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

9. Assignment: The parties understand that the Authority entered into this Agreement based on the professional expertise and reputation of Consultant. Therefore, without the prior express written consent of the Authority, this Agreement is not assignable by the Consultant either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement 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.

13. Consultants and Subcontractors:

- a. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Authority and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to the Authority for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from the Authority's obligation to make payments to the Consultant.
- b. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the Authority's Project Manager, except that, which is expressly identified in the approved Cost Proposal.
- c. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by the Authority.

- d. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- e. Any substitution of subconsultant(s) must be approved in writing by the Authority's Project Manager prior to the start of work by the subconsultant(s).
- f. The Authority reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement. Any contract or sub-contract shall require the Consultant and its subconsultants, if any, to:
 - (1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Consultant or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (5) Permit the Authority and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. Indemnification: Consultant specifically agrees to indemnify, defend, and hold harmless the Authority, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement. The parties agree that Consultant's obligation to defend the Authority is limited to reimbursing the Authority for its costs and expenses (collectively "Costs") for defending a claim, as those Costs are incurred by the Authority. The parties further agree that the Authority will reimburse Consultant for that portion of the reasonable Costs incurred by Consultant in the defense of the Authority which are attributable to the Authority's active negligence, recklessness, or willful misconduct, as determined through settlement, arbitration, or litigation. Consultant shall pay all Costs that may be incurred by the Authority in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination or assignment of this Agreement.

15. **Insurance Requirements:** Consultant hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY

(1) Workers' Compensation;
Employer's Liability.

(2) Comprehensive Automobile:
Insurance Services Office, form
#CA 0001 covering Automobile
Liability, code 1 (any auto).

(3) General Liability: Insurance
Services Office Commercial General
Liability coverage (occurrence form
#CG 0001).

(4) Errors and
Omissions/Professional Liability
(errors and omissions liability
insurance appropriate to the
Consultant's profession as defined by
the Authority).

MINIMUM LIMITS OF LIABILITY

Statutory requirements for Workers'
Compensation; \$1,000,000 Employer's
Liability.

Bodily Injury/Property Damage
\$1,000,000 each accident.

\$2,000,000 per occurrence. If Commercial
General Liability Insurance or other form
with a general aggregate limit, such limit
shall apply separately to this
project/location or the general aggregate
limit shall be twice the required occurrence
limit.

\$1,000,000 per claim.

- a. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by the Authority.
- b. **Required Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the Authority, its directors, officers, employees and agents. Any insurance or self-insurance maintained by the Authority, its directors, officers, employees or agents shall be in excess of the Consultant's insurance and shall not contribute to it.
 - (2) Any failure by Consultant to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to the Authority, its directors, officers, employees or agents.
 - (3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Authority.

- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the Authority.
 - d. Certificate of Insurance and Additional Insured Requirement: Consultant shall furnish to the Authority an original Certificate of Insurance on a standard ACORD form, or other form acceptable to the Authority, substantiating the required coverages and limits set forth above and also containing the following:
 - (1) Thirty (30) days prior written notice to the Authority of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate; and
 - (2) The following statement with respect to the Commercial General Liability policy: "The Elk Grove – Rancho Cordova – El Dorado Connector Authority and its directors, officers, employees and agents, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
 - e. Certified Copies of Policies: Upon request by the Authority, Consultant shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
 - f. Consultant's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude the Authority from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.
16. Retention and Inspection of Records/Audit:
- a. Retention and Inspection: For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and the Authority shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The state, State Auditor, the Authority, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.
 - b. Audit Review Procedures: Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by the Authority's Executive Director.

- (1) Not later than 30 days after issuance of the final audit report, Consultant may request a review by the Authority's Executive Director of unresolved audit issues. The request for review will be submitted in writing.
 - (2) Neither the pendency of a dispute nor its consideration by the Authority will excuse Consultant from full and timely performance, in accordance with the terms of this contract.
 - (3) Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by the Authority's Project Manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by the Authority at its sole discretion. Refusal by the Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
- c. Return of Records: If so directed by the Authority upon expiration of this Agreement, the Consultant shall cause all Records to be delivered to the Authority as depository.

17. Project Managers: The Authority's project manager for this Agreement is the Executive Director unless the Authority otherwise informs Consultant. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the Authority's Project Manager at the following address:

Derek Minnema
Capital SouthEast Connector Authority
10640 Mather Blvd., Suite 120
Mather, CA 95655

Consultant's project manager for this Agreement is **Juann Ramos**. No substitution of Consultant's project manager or members of the project team, as listed in the approved Cost Proposal, is permitted without the prior written agreement of the Authority, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8 (a) above, any notice, report, or other communication to Consultant required by this Agreement shall be mailed by first-class mail to:

Juann Ramos, Vice President
Dokken Engineering, Inc.
110 Blue Ravine Road, Suite 200
Folsom, CA 95630

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Authority to enforce at any time the provisions of this Agreement or to require at any time performance by the Consultant of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Authority to enforce these provisions.
20. Litigation: Consultant shall notify the Authority immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or the Authority, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Authority.
21. National Labor Relations Board Certification: Consultant, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a federal court which orders Consultant to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).
22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Consultant assures Authority that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Consultant also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code section 4450 and 4454, if applicable.
23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is Authority's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101 *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code §§ 12900 *et seq.*), and other California State discrimination laws and regulations. Authority does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 *et seq.* of the Government Code. Authority prohibits discrimination by its employees, contractors and consultants.

Consultant hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that Consultant will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Consultant to comply with these provisions

shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority may deem appropriate.

a. Consultant and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act”, 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

b. Consultant and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Consultant and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.

c. Consultant and its subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital. Consultant and its subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Consultant and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*), as well as Title 2, California Administrative Code, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

d. Consultant shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

e. Consultant, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT’s Regulations, including employment practices when the Agreement covers a program whose goal is employment.

f. Consultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contact covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering Authority's component of its DBE program, Consultant will not directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the DBE program with respect to individual of a particular race, color, sex or national origin.

g. Consultant will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Consultant who works under this Agreement shall:
 - (1) Receive a copy of Consultant's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Consultant's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Consultant hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Consultant will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Consultant will not meet with employees or supervisors on the Authority's or state property if the purpose of the meeting is to assist, promote or deter union organizing, unless the property is equally available to the general public for meetings.

26. Debarment, Suspension, and Other Responsibilities: Consultant certifies and warrants that neither the Consultant firm nor any owner, partner, director, officer, or principal of Consultant,

nor any person in a position with management responsibility or responsibility for the administration of funds:

- a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
- b. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph “b” above.
- d. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- e. Consultant shall complete the Debarment Certification Form, attached hereto as Exhibit B.

27. State Prevailing Wage Rates:

- a. Consultant shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

28. Conflicts of Interest:

- a. Consultant shall disclose any financial, business, or other relationship with the Authority that may have an impact upon the outcome of this contract, or any ensuing construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing construction project, which will follow.
- b. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

- c. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- d. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- e. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

29. Political Reform Act Compliance: Consultant is aware and acknowledges that certain Consultants that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Consultant agrees that any of its officers or employees deemed to be "consultants" under the Act by the Authority, as provided for in the Conflict of Interest Code for the Authority, shall promptly file economic disclosure statements for the disclosure categories determined by the Authority, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

30. Rebates, Kickbacks, or Other Unlawful Consideration: Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any employee of the Authority. For breach or violation of this warranty, the Authority shall have the right in its discretion to: terminate this Agreement without liability; pay only for the value of the work actually performed; deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

31. Contingent Fee: Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, the Authority has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

32. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Consultant certifies, to the best of his or her knowledge and belief, that:
 - (1) No State, Federal, or local agency appropriated funds have been paid or will be paid, by-or-on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any State or Federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any State or Federal contract; the making of any State or Federal grant; the making of any State or Federal loan; the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Federal contract, loan, or cooperative agreement; the Consultant shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

33. Disadvantaged Business Enterprise (DBEs) Participation:

- A. Consultant, Authority, or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in this Contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The Authority shows a contract goal for DBEs. Consultant shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.
- B. Consultant shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is Consultant's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the Consultant is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

Consultant has met the DBE Goal for this Project based on Exhibit A, "Scope of Work."

- C. All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:
 1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
 2. 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
 3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

- D. This Agreement is subject to 49 CFR Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. Consultants who enter into a federally-funded Contract shall assist the Authority in a good faith effort to achieve California's statewide overall DBE goal.
- E. The goal for DBE participation for this Agreement is 15 % for this Project. Participation by DBE Consultant or subconsultants shall be in accordance with information contained in Exhibit 10-O1: Consultant Proposal DBE Commitment , or in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- F. Consultant can meet the DBE participation goal by either documenting commitments to DBE’s to meet the Contract goal, or by documenting adequate good faith efforts to meet the Contract goal. An adequate good faith effort means that the Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

G. Contract Assurance

Under 49 CFR 26.13(b):

Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying Consultant from future proposing as non-responsible

H. Termination and Substitution of DBE Subconsultants

Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the Authority’s written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the Authority. Unless the Authority’s consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The Authority authorizes a request to use other forces or sources of materials if Consultant shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the Project.
2. The Authority stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Authority's bond requirements.
3. Work requires a Consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the Contract.
6. Listed DBE is ineligible to work on the Project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Authority determines other documented good cause.

Consultant shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise Consultant and the Authority of the reasons why the use of other forces or sources of materials should not occur.

Consultant's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from Consultant to the DBE regarding the request.
3. Notices from the DBEs to Consultant regarding the request.

If a listed DBE is terminated or substituted, Consultant must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the Contract to the extent needed to meet or exceed the DBE goal.

I. Commitment and Utilization

The Authority's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The Authority shall request Consultant to:

1. Notify the Authority's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant

- Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If Consultant is a DBE Consultant, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify Consultant in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify Consultant in writing of the certification date. Consultant shall submit the notifications to the Authority. On work completion, Consultant shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the Authority within 30 days of Contract acceptance.

Upon work completion, Consultant shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the Authority within 90 days of Contract acceptance. The Authority will withhold \$10,000 until the form is submitted. The Authority will release the withhold upon submission of the completed form.

In the Authority's reports of DBE participation to Caltrans, the Authority must display both commitments and attainments.

- J. A DBE is only eligible to be counted toward the Contract goal if it performs a commercially useful function (CUF) on the Contract. CUF must be evaluated on a contract-by-contract basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing, and other relevant factors.
- K. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- L. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected based on normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- M. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless

of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE Consultant's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- N. If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify Consultant in writing with the date of certification. Any changes shall be reported to Authority's Contract Administrator within thirty (30) calendar days.
- O. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

34. Campaign Contribution Disclosure. Consultant has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit C.

35. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

36. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

37. Integration: This Agreement represents the entire understanding of the Authority and Consultant as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

38. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

39. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

40. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

41. Ownership; Permission; Confidentiality:

- a. Consultant agrees that all work products, including but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of the Authority, provided that Consultant may retain file copies of said work products. Consultant shall provide said work products to the Authority upon request.
- b. Consultant represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Consultant or that all required permissions and license agreements have been obtained and paid for by Consultant; and (ii) the Authority is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit A. Consultant shall defend, indemnify and hold harmless the Authority and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.
- c. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which are designated confidential by the Authority and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.
 - (1) Permission to disclose information on one occasion, or public hearing held by the Authority relating to the contract, shall not authorize the Consultant to further disclose such information, or disseminate the same on any other occasion.
 - (2) Consultant shall not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.
 - (3) Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority, and receipt of the Authority's written permission.
 - (4) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.
 - (5) All information related to the construction estimate, if any, is confidential, and shall not be disclosed by Consultant to any entity other than the Authority.

42. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures

shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

43. Funding Requirements:

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only, if sufficient funds are made available to the Authority for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or the Authority's governing board that may affect the provisions, terms, or funding of this Agreement in any manner.
- c. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.
- d. The Authority has the option to terminate this Agreement pursuant to Section 8, or by mutual agreement to amend this Agreement to reflect any reduction of funds.

44. Clean Air Act: Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR part 93 ("Clean Air requirements"). Consultant agrees to report each Clean Air requirement violation to the Authority and understands and agrees that the Authority will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA, if any.

45. Evaluation of Contractor Performance: Consultant's performance may be evaluated by Authority. A copy of the evaluation will be sent to Contractor for comments. The evaluation together with the comments shall be retained as part of the contract file.

46. Disputes: Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of the Authority's Executive Director and Chairperson, who may consider written or verbal information submitted by Consultant. Not later than 30 days after completion of all work under the contract, Consultant may request review by the Authority's governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Any dispute concerning a question of fact arising under an audit of this Agreement shall be reviewed by the Authority's Executive Director. Not later than 30 days after issuance of the final audit report, Consultant may submit a written request for review by the Executive Director of unresolved audit issues.

Neither the pendency of a dispute, nor its consideration by the committee or Executive Director, will excuse Consultant from full and timely performance in accordance with this Agreement.

47. Unbudgeted Equipment Purchase:

- a. Prior authorization in writing, by the Authority's Project Manager shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant's services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by the Authority's Project Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the Authority shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Consultant may either keep the equipment and credit the Authority in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Authority procedures; and credit the Authority in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the Authority and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the Authority." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- d. All subcontracts in excess \$25,000 shall contain the above provisions.

48. Safety: Consultant shall comply with any applicable OSHA regulations regarding necessary safety equipment or procedures, and safety instructions issued by the Authority, if any.

49. Economic Sanctions: Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, Authority shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

50. Provisions Required by Law: This Agreement is subject to any additional local, state, and federal restrictions, limitations and conditions that may affect the terms, conditions, or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

51. United States-flag Vessels: Per 46 CFR 381, Use of United States-flag vessels, the contractor agrees:

- a. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

- b. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- c. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

CAPITAL SOUTHEAST CONNECTOR AUTHORITY

DEREK MINNEMA
Executive Director

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG LLP
Legal Counsel to the Authority

DOKKEN ENGINEERING, INC

John A. Klemunes, Jr.
President

Attachments:

Exhibit A: Scope of Work
Exhibit B: Debarment Certification Form
Exhibit C: Levine Act Disclosure Statement
Exhibit 10-H: Cost Proposal
Exhibit 10-I: Notice to Proposers Disadvantaged Business Enterprise Information
Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System
Exhibit 10-O1: Consultant Proposal DBE Commitment
Exhibit 10-O2: Contract DBE Information
Exhibit 10-Q: Disclosure of Lobbying Activities

EXHIBIT A: SCOPE OF WORK

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White Rock Road Class I Trail Final Engineering Design and Right of Way Acquisition Services

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Scope of Work for White Rock Road Class I Trail Final Engineering Design & Right of Way Acquisition Services

The Dokken Engineering Team (CONSULTANT) will perform professional and technical engineering and environmental services to prepare preliminary engineering, environmental permitting, right of way acquisition services, final PS&E, and provide construction support for the White Rock Road Class I Trail project.

TASK 1.0 | PROJECT MANAGEMENT

Task 1.1 | General Administration and Coordination

CONSULTANT Project Manager will oversee all aspects of the project. The CONSULTANT Project Manager will manage the full scope of services and ensure all components of the project meet federal, state and local design and contract requirements. The CONSULTANT Project Manager will coordinate directly with the JPA Project Manager regarding the project as well as all stakeholders and subconsultants.

Task 1.2 | Project Meetings

CONSULTANT will organize, attend, and facilitate meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. For each meeting, CONSULTANT will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting minutes. CONSULTANT will consult with the JPA's Project Manager prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this phase project:

Kickoff Meeting – At the start of the project, CONSULTANT will organize a kickoff meeting with all key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues and obtain consensus on task durations, particularly reviews and overall schedule. The kickoff meeting will ensure that everyone on the project team is on the same page regarding project delivery and execution.

PDT Meetings – The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include CONSULTANT'S Project Manager and task leads as needed, JPA and City staff and other stakeholders, as necessary. Monthly PDT meetings will be held with JPA staff and quarterly meetings will be held with City staff and other stakeholders. The quarterly meetings will occur two weeks prior to JPA Board meetings. CONSULTANT will prepare two-page quarterly project update/status reports.

Technical Coordination Meetings – CONSULTANT will coordinate technical issues with the JPA and others through meetings and correspondence. CONSULTANT will prepare for and facilitate technical meetings, as necessary.

◀ *Deliverables: Meeting Notices, Meeting Agendas, Meeting Minutes, and Quarterly Project Update/Status Reports*

Task 1.3 | Monthly Invoice and Progress Reports

CONSULTANT will prepare monthly invoices of expenditures for the Project. CONSULTANT will prepare progress reports to record the progress of the project and as supporting data for invoices presented monthly to the JPA. The Progress Report will include accomplished tasks for the month, anticipated progress for the next month, pending issues and schedule completion target dates. CONSULTANT will include the progress reports with delivery of the monthly invoices. Separate invoices and progress reports will be prepared for City of Folsom (D3) and El Dorado County (E1) segments.

◀ *Deliverables: Monthly Invoices and Progress Reports*

Task 1.4 | Project Schedule

CONSULTANT will provide a detailed project baseline schedule, indicating milestones, major activities and deliverables, to the JPA for review and comments, and will update the schedule on a monthly basis, to coincide with the PDT meetings, or as required.

◀ *Deliverables: Project Schedule*

Task 1.5 | Quality Control

CONSULTANT will have a quality control plan in effect during the entire course of the project and will develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans will also be checked, corrected and back checked for accuracy and completeness. CONSULTANT will review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards. CONSULTANT will submit quality control review documents to the JPA with submittals.

◀ *Deliverables: Quality Control Plan, Quality Control Documents*

Task 1.6 | Funding Application – Active Transportation Program (ATP) Grant

CONSULTANT will assist the JPA in preparation of an ATP Grant Application for obtaining additional project funding. CONSULTANT will, in coordination with the JPA, prepare project exhibits and graphics, obtain qualitative data relevant to the project and utilize and display data to create a compelling case for funding and illustrate the project, prepare project cost estimates, , assist in obtaining project support letters, and prepare project write ups. CONSULTANT will utilize past JPA applications as reference.

◀ *Deliverables: ATP Grant Application*

Task 1.7 | Landowner/Stakeholder Outreach/Public Outreach

CONSULTANT will work with the JPA to develop and maintain a stakeholder database throughout the project's duration. This database will include stakeholder name, contact information as well as the preferred method of contact and potential key concerns and/or areas of interest in the project. Stakeholders include (but are not limited to):

- | | |
|--|---|
| <ul style="list-style-type: none"> • Adjacent property owners • City of Folsom • County of Sacramento • County of El Dorado • Caltrans (District 3) | <ul style="list-style-type: none"> • Neighborhood Associations • Developers • Regulatory Agencies • Fire and Emergency Response Organizations |
|--|---|

The team will conduct up to four (4) stakeholder coordination meetings with these groups to update them on the status of the project, obtain current information that may influence project decision making, and resolve issues of mutual project interest to seek common ground. Stakeholder engagement will create parameters to discuss exactly what the project will entail and illustrate main features and impacts.

◀ *Deliverables: Stakeholder Database, Meeting Materials, Meeting Summaries*

Task 1.8 | Caltrans/Federal Documentation

CONSULTANT prepare reports for compliance with Caltrans and Federal requirements. The written reports will include a summary of overall project status, accomplishments to date, current and upcoming project activities, project risk, critical issues, and schedule updates. CONSULTANT will complete necessary Caltrans Local Assistance and Federal forms.

◀ *Deliverables: Caltrans and Federal Documentation*

Task 1.9 | Project Decision Log

CONSULTANT will prepare a comprehensive project decision log to keep track of project decisions. The log will be a living document to be updated throughout the entire development of the project. The decision log will identify the category of the decision (i.e., design, right of way, utilities, construction, etc.), who made the decision (i.e., JPA, City of Folsom, Sacramento County, El Dorado County, PDT, etc.), date of the decision, any impacts of the decision, and any follow-up actions required.

◀ *Deliverables: Project Decision Log/Summary Memorandum*

TASK 2.0 | SURVEYING AND RIGHT OF WAY MAPPING

Task 2.1 | Survey Control

CONSULTANT will confirm and expand existing project control along the D3b/E1 project alignment. This will include GPS, conventional and level loop surveys of control to be used for the project. CONSULTANT will prepare a control report, closures and control diagram of all primary controls to be used for the project. CONSULTANT will set durable control points along the project limits and just beyond for utilization of future surveys and construction control.

◀ *Deliverables: Survey Control Report and Diagram*

Task 2.2 | Supplemental Ground Topographic and Utility Survey

CONSULTANT will perform supplemental ground surveys to augment the aerial based topographic survey mapping, particularly along the northerly portion of White Rock Road as part of new development. Anticipated items requiring supplemental ground surveys include, but are not limited to roadway realignment surveys, cross-sections, conform surveys, curbs, gutters, sidewalks, structures, drainage, fences, walls, signs, railroad tracks, poles, signals, overhead wires, lights, gas, water, electrical, valves, vaults, storm drain structures and manholes, sewer manholes, fiber and other visible utilities. CONSULTANT will perform measure downs to relative storm drain and sewer structures and manholes for depth, invert, pipe size and flow direction. CONSULTANT will map and mesh all supplemental topographic features into the main aerial topographic survey base file.

◀ *Deliverables: Topographic Survey Base File, 3D Surface, Points File*

Task 2.3 | Obtain Title Reports/Title Research (4 Reports) – Bike Trail

CONSULTANT will obtain four (4) title reports for the affected properties. The CONSULTANT right of way team will perform all necessary research for each parcel being acquired. Agents may resolve or oversee resolution of problems relating to unusual circumstances regarding title or ownership and uncover any flaws, noting any exceptions pertaining to property such as mortgage liens, restrictions, easements, and rights of way.

◀ *Deliverables: Four (4) Preliminary Title Reports*

Task 2.4 | Right of Way and Boundary Mapping

CONSULTANT will review the Pre-Construction Record of Survey and update, as necessary. Newer City of Folsom development in the project vicinity, particularly the northerly side of White Rock Road, will require research and field surveys to update the Pre-Construction Record of Survey and base map to incorporate all new right of way, dedications, and easements. CONSULTANT will obtain all necessary permits for survey work within the right of way. Design team will provide current title reports for all private properties impacted by the project. Field surveys will be performed to locate monuments, pins, wells, and other boundary markers necessary to resolve and map right of way and adjoining parcels. An overall LANDNET base map will be prepared as the basis of the right of way and parcel boundaries. Base map will be prepared with sufficient detail and accuracy to be applicable to the development of plats and legal descriptions during later phases of the project.

◀ *Deliverables: Right of Way and Boundary Base LANDNET Map*

TASK 3.0 | PRELIMINARY ENGINEERING STUDIES

Task 3.1 | Ultimate Corridor Design – 30% Strip Map

CONSULTANT will prepare a 30% strip map with typical sections and profile for the design of the remainder of the D3 Segment. The strip map and profile will be at a 1" = 50' and will conform to the requirements established by the JPA. The map will include the preliminary geometric data. Horizontal callouts will include a centerline station, bearings/distances of tangents, horizontal curve data, conform stations, angle points, roadway dimensions, and the identification of any physical features such as curb and gutter, edge of pavement, asphalt concrete dike, fences, and pavement delineation/stripping. Additionally, the adjacent Class I bike trail will be included. Existing and proposed right of way will be identified.

As part of the ultimate corridor design, various crossing alternatives for the existing at-grade railroad crossing will be evaluated including the roadway remaining an at-grade crossing, construction of either an overcrossing or undercrossing, and removal of the crossing. The crossing evaluation will include an alternatives analysis of the future El Dorado Trail that proposes to cross White Rock Road at the rail corridor.

The profile will include original ground and profile grade information. Superelevation diagrams, if required, will be included.

The typical sections will include original ground, traveled way, shoulders, cut/fill slopes, drainage ditches, right of way, and existing/recommended pavement structural sections.

◀ *Deliverables: 30% Ultimate Corridor Strip Map*

Task 3.2 | Ultimate Corridor Design – 60% Plans and Estimate

CONSULTANT will update the 30% strip map, profile, and typical sections to a 60% design level. The design will be further developed to include detailed intersection configurations and turn pocket lengths, and proposed drainage features including ditches, basins, drainage systems, and permanent treatment BMPs will be incorporated. Proposed contours will be developed.

CONSULTANT will prepare an Engineer's Estimate of construction costs, based on preliminary quantity takeoffs and current unit prices. A reasonable upward adjustment will be applied to all bid quantities that may vary during construction to allow for any necessary design adjustments.

The following sheets are expected to be part of the 60% plans:

• Title Sheet	1
• Typical Sections	2
• Layouts	13
• Profile	13
• Contour Grading Plans	13
• Drainage Plans	13
• Pavement Delineation/Signing Plans	13

◀ *Deliverables: 60% Ultimate Corridor Plans, 60% Engineer's Estimate*

Task 3.3 | Ultimate Corridor Design – Grade Separation Advanced Planning Study

CONSULTANT will prepare Advance Planning Studies (APS) for up to two (2) structure types for each crossing option, overcrossing and undercrossing, at the railroad crossing for a total of four (4) APS. The plans will adhere to current Caltrans detailing and formatting as specified in Section 3-2 "Advanced Planning Studies" of Caltrans OSFP Information and Procedures Guide as well as in Caltrans Memo to Designers 1-8 "Advance Planning Studies".

In general, the APS consists of a single plan sheet, an itemized structure cost estimate and completion of the “Consultant Prepared Structures Advance Planning Study Checklist” for each required bridge, culvert, or non-standard retaining wall. The APS plan sheet (typically 11” x 17”) includes a plan view, elevation view and typical section of the structure with sufficient detail to determine structure limits, feasible structure type, structure depth, foundation locations and costs. The APS will include assessment of Accelerated Bridge Construction (ABC) implementation. The itemized structure cost estimate will be based on approximate quantity estimates using tables from Caltrans Bridge Design Aids manual.

◀ *Deliverables: Advanced Planning Studies*

Task 3.4 | Preliminary Drainage Studies

CONSULTANT will verify existing drainage patterns in accordance with recent construction activities within the project area and will adjust the trail’s existing conditions modeling, as necessary, to accommodate additional points of interest. It is assumed that 2 additional points of interest would be necessary. CONSULTANT will coordinate as necessary with City of Folsom, El Dorado County and Sacramento County regarding any necessary changes to the agency’s overall Drainage Master Plan due to the project. Revisions to the agency master plans is not included.

◀ *Deliverables: Model files and Exhibit showing peak flows across White Rock Road*

Task 3.5 | Supplemental Geotechnical Investigation

CONSULTANT will use the results of previous studies in the area and explore and evaluate the subsurface conditions in select locations along the project alignment and provide design-level geotechnical recommendations to support design of the project. This investigation will include a field exploration program, geotechnical laboratory testing, engineering analysis, and preparation of a Draft and Final Geotechnical Design/Materials Report (GD/MR) addressing both the proposed pavement improvements and the proposed wall. To prepare the report, CONSULTANT will:

- Review available preliminary design plans to select exploration locations.
- Perform a site reconnaissance to review project limits, existing conditions, and to determine exploration equipment access.
- Mark out exploration locations in the field for subsequent utility clearance.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two business days (as required by law) prior to performing exploratory excavations at the site.
- Submit required fees and obtain soil boring permits from the El Dorado County Environmental Management Division (EDCEMD).
- Obtain encroachment permits from El Dorado County, Sacramento County, and the City of Folsom (if/as necessary). We anticipate that these permits will be at no charge for this Joint Powers Authority (JPA) project including these agencies.
- Provide traffic control for borings if they are located in existing pavement areas or on shoulder areas close to the travel lane. Traffic control will consist of a lane shift, lane closure, or shoulder closure according to the requirements of the Caltrans MUTCD. The short-term traffic control is not anticipated to require setting up of message boards or similar activities prior to the day of investigation.
- Perform up to two borings at/near the proposed retaining wall location. Borings will be performed using a truck-mounted drill-rig equipped with augers. Planned boring depths will be approximately 15 feet or to refusal, if shallower.
- Obtain representative disturbed and relatively undisturbed soil samples using a driven Standard Penetration Test (SPT) sampler and California Modified sampler.
- Due to potential access limitations at the retaining wall location and some anticipated divergence of the proposed trail from the Capital SE Connector alignment, perform test pits at select locations to supplement the existing data and the information from the proposed test borings. Test pits will be performed with a backhoe or mini excavator to the maximum depth of the equipment reach or to refusal, if shallower.

- Log the exploratory borings and test pits in accordance with the latest Caltrans Soil and Rock Logging, Classification, and Presentation Manual.
- Upon completion of the test pits, backfill with soil cuttings.
- Upon completion of the borings, backfill with neat cement grout. Borings in paved areas (if any) will be capped with cold-patch asphalt concrete or cement grout dyed black. We do not expect hot mix asphalt patching will be required for this roadway (to be improved in the near future as part of the overall Capital SE Connector project). If hot mix asphalt patching is required for patching boreholes in pavement areas (if any) additional fees will be required.
- Excess soil cuttings will be disposed of onsite in unpaved areas.
- Perform laboratory tests to evaluate pertinent geotechnical parameters.
- Analyze field and laboratory data and prepare a GD/MR.

CONSULTANT will submit a draft report for design team review. CONSULTANT will address any comments prior to finalizing the reports. A Log of Test Borings is not anticipated to be required for a Caltrans Standard Plan wall.

◀ *Deliverables: Geotechnical Design/Materials Report*

Task 3.6 | Preliminary Stormwater Documentation and Design

CONSULTANT will develop preliminary designs for the required treatment of stormwater runoff for the entire project corridor. CONSULTANT will prepare stormwater calculations using Sacramento County standards. CONSULTANT will prepare a memorandum to document the stormwater analysis and calculations.

◀ *Deliverables: Preliminary Stormwater Quality Memorandum, Sacramento County Stormwater Calculations, Preliminary BMP Design*

Task 3.7 | Traffic Analysis

Data Collection

CONSULTANT will complete one field visit to observe intersection lane configurations, vehicle storage lengths, existing traffic control, speed limits, lane utilization, adjacent land uses, and other readily apparent features.

Focused intersection analyses for the signalized intersections were previously prepared for in this project. These prior efforts included forecasting year 2040 traffic volumes and establishing conceptual intersection geometries necessary to achieve the desired operations. These deliverables will serve as the baseline for all traffic volume needs and development. The prior traffic analyses established future year (2040) Phase 1 Connector intersection configurations for the following locations:

1. White Rock Road @ Placerville Road
2. White Rock Road @ Carson Crossing Drive
3. White Rock Road @ Stonebriar Drive

Establish New Baseline/Existing Conditions

CONSULTANT will obtain up to three (3), weekday peak-period intersection turning movement counts at the project intersections. These counts will be conducted on a typical weekday between the hours of 7-9 AM and 4-6 PM, when area schools are in session.

Interim Year Conditions

The consideration of an interim year will enable to consideration of a phased project. This effort is intended to assist in the sequencing and implementation of the Ultimate conditions to ensure compatibility and reasonable constructability. These volume conditions will be established using the above noted existing volumes and the agreed upon future year (2040) volumes.

Future Year (2040) Conditions

As noted, these volume conditions were previously established in concert with the Connector JPA. Based on the refinements and potential input from the applicable agencies, these year 2040 conditions may be modified to reflect the various requirements. Although anticipated to be nominal, this task includes minor modifications to the previously completed forecasts and associated technical analyses.

The traffic operations analyses will be completed for the three (3) project intersections. Level of Service (LOS) will be determined using methods defined in the Highway Capacity Manual, using appropriate traffic analysis software (Synchro®) and analysis procedures consistent with the Connector's current, published guidelines.

The primary purpose of this analysis will be to identify the necessary lane configuration, auxiliary lane storage lengths, and traffic signal phasing parameters. To this end, CONSULTANT will analyze the weekday AM and PM peak-hour conditions to identify the desirable intersection lane configurations to achieve the Connector's operational thresholds. Queuing will be approximated using the Synchro® computer software. 95th percentile vehicle queues will be used to inform vehicle storage lengths.

Efforts completed in this task will be documented in technical memorandum format with graphics. CONSULTANT will prepare and submit an electronic (PDF) version of the Draft Memorandum to the JPA. CONSULTANT will respond to a single set of consolidated, non-conflicting comments from the JPA on the Draft Memorandum. CONSULTANT will prepare and submit an electronic (PDF) version of the Final Memorandum to the JPA.

◀ *Deliverables: Traffic Analysis Technical Memorandum*

Task 3.8 | Design Support for Environmental

CONSULTANT will support the environmental compliance process by providing engineering data and graphics to the environmental team, reviewing submittals for consistency with the design, and reviewing mitigation and permit requirements to ensure they are reasonable and can be implemented.

◀ *Deliverables: Engineering Data and Graphics*

Task 3.9 | Bike Trail Landscape Concept — El Dorado County

CONSULTANT will conduct one virtual site investigation, reviewing all the current site aerial and Google maps information with the JPA and/or County Staff to inventory and document existing landscape conditions adjacency to vehicular areas, structures, pedestrian connections, existing planted areas, irrigation systems, utilities, features to be maintained and other information. The project area will be documented using screen capture digital photography for preparing written notes and observations. The virtual site investigation of existing conditions will be used during the landscape design development and construction documents phases.

The Landscape Concept Plan (LCP) will depict the type, size, and general location of existing, retrofit, and new landscape improvements. As-built plan information will be supplemented with observation in the field to inventory the existing planting, overhead utilities, and general conditions. The proposed landscape improvements will generally indicate the plant materials list, type of planting themes, retrofit measures, and tree locations. Detailed descriptions of key themes or concepts may be provided in plan sketches to accompany the overall drawing. Plant palette will be prepared with the planting design to graphically exhibit the specific plant materials selected for each planting / theme area within the project limits. The LCP will be prepared and submitted for review and approval by the JPA and El Dorado County and the homeowner association for use in the preparation of construction documents.

A preliminary cost estimate will be provided with the design development submittal based on proposed planting improvements indicated on the plans.

◀ *Deliverables: Landscape Concept Plan*

Task 3.10 | Railroad Crossing Simulation/Renderings

CONSULTANT will prepare computer model simulation and renderings for up to four (4) alternatives for the railroad crossing under the ultimate project conditions. The alternatives include an overcrossing, undercrossing, at-grade crossing, and elimination of the railroad crossing. CONSULTANT will prepare a static rendering from a chosen perspective for each alternative as well as an animated computer simulation for the preferred alternative. The rendering and simulation will be used to help make decisions on the ultimate improvements at the railroad crossing.

◀ *Deliverables: Four (4) Renderings and Animated Computer Simulation*

Task 3.11 | Bike Trail Landscape Concept – Folsom [Optional]

CONSULTANT will conduct one virtual site investigation, reviewing all the current site aerial and Google maps information with the JPA and/or City Staff to inventory and document existing landscape conditions adjacency to vehicular areas, structures, pedestrian connections, existing planted areas, irrigation systems, utilities, features to be maintained and other information. The project area will be documented using screen capture digital photography for preparing written field notes and observations. The virtual site investigation of existing conditions will be used during the landscape design development and construction documents phases.

The Landscape Concept Plan (LCP) will depict the type, size, and general location of existing, retrofit, and new landscape improvements. As-built plan information will be supplemented with observation in the field to inventory the existing planting, overhead utilities, and general conditions. The proposed landscape improvements will generally indicate the plant materials list, type of planting themes, retrofit measures, and tree locations. Detailed descriptions of key themes or concepts may be provided in plan sketches to accompany the overall drawing. Plant palette will be prepared with the planting design to graphically exhibit the specific plant materials selected for each planting / theme area within the project limits. The LCP will be prepared and submitted for review and approval by the JPA and City of Folsom for use in the preparation of construction documents.

CONSULTANT will show a typical bike path rest stops design layout, rest stop site details with dimensions, paving types, benches, trash receptacles, fencing types, etc. Conceptual ideas for the respite areas will be included. CONSULTANT will provide a color exhibit showing examples of the proposed features, including any decorative paving types, furnishings, trash receptacles and any accent plant material types.

A preliminary cost estimate will be provided with the design development submittal based on proposed planting improvements indicated on the plans.

◀ *Deliverables: Landscape Concept Plan, Bike Path Rest Stop Concept Plan and Materials List*

Task 3.12 | Phase II Limited Site Assessment – Railroad Crossing [Optional]

CONSULTANT will perform limited sampling and analysis within the railroad right of way to determine the potential presence of hazardous materials. CONSULTANT will advance two borings near the railroad alignment on White Rock Road near Placerville Drive using hand-auger sampling equipment. Soil samples will be collected into stainless steel sample tubes at depth intervals of 0 to 1 foot from each boring. The soil samples will be labeled, placed in an ice chest, and delivered to the analytical laboratory under standard chain-of-custody documentation. The borings will be backfilled with the excavated soil materials. General soil types encountered in the borings will be noted on the daily field log.

CONSULTANT will perform quality assurance/quality control procedures during the field exploration activities. These procedures will include decontamination of sampling equipment before each sample is collected and providing chain-of-custody documentation for each soil sample submitted to the laboratory. The soil sampling equipment will be decontaminated between each sample by washing the equipment with an Alconox® solution followed by a double rinse with deionized water. The rinse water will be discharged to ground surface areas within the right-of-way which do not slope to drainage inlets or surface water bodies.

CONSULTANT will analyze each soil sample collected near the railroad alignment for heavy metals, organochlorine pesticides, diesel-range and motor oil-range organics, semi-volatile organic compounds, and polychlorinated biphenyls. Select samples may be analyzed for soluble metals based on the results of the total metals analysis (2 samples).

The findings and conclusions will be summarized in a report.

◀ *Deliverables: Phase II Limited Site Assessment*

TASK 4.0 | RIGHT OF WAY ENGINEERING

Task 4.1 | Permit to Enters

CONSULTANT will obtain Permit to Enters from each of the private properties to perform necessary field investigations, including topographic survey, right of way mapping, and geotechnical investigations. CONSULTANT will prepare exhibits and a letter showing the property owner the area where access is necessary and identify the type of activities that will take place on their property. As necessary, CONSULTANT will meet with the property owners to discuss the field investigations to assist in obtaining access.

◀ *Deliverables: Permit to Enters*

Task 4.2 | Right of Way Requirements Map – Ultimate Corridor

CONSULTANT will prepare Right of Way Requirements Maps based on the right of way requirements for the ultimate corridor. The Right of Way Requirements Maps will define all existing right of way and easements as well as property acquisitions and easement areas required for the project. CONSULTANT will submit the Requirement Maps to the JPA for review and approval.

◀ *Deliverables: Right of Way Requirement Maps*

Task 4.3 | Right of Way Requirements Map – Bike Trail

CONSULTANT will prepare Right of Way Requirements Maps based on the right of way requirements for the bike trail. The Right of Way Requirements Maps will define all existing right of way and easements as well as property acquisitions and easement areas required for the project. CONSULTANT will submit the Requirement Maps to the JPA for review and approval.

◀ *Deliverables: Right of Way Requirement Maps*

Task 4.4 | Property Owner Exhibits

CONSULTANT will prepare exhibits for each of the four (4) affected property showing the existing features and the impacts of the project to the property. These exhibits will be used to explain the proposed project and associated project impacts to the property owners.

◀ *Deliverables: Property Owner Exhibits*

Task 4.5 | Plat and Legal Descriptions – Bike Trail

CONSULTANT will provide right of way support, as necessary. This will include preparing plats and legal descriptions for properties requiring additional right of way and/or easements, including Temporary Construction Easements (TCE) along the project corridor. The JPA has identified one (1) property that will require right of way take and four (4) properties that will require TCE. The exact number and locations will be determined upon design and project needs. It is understood that design team will prepare the right of way requirements map, appraisal maps and all property owner exhibits. CONSULTANT will prepare a total of five (5) plats and legal descriptions. CONSULTANT will prepare preliminary PDF Plats, Legal Descriptions, and closure calculations for review. Upon approval, CONSULTANT will prepare final signed and stamped PDF Plats and Legal Descriptions.

◀ *Deliverables: Plat and Legal Descriptions (5 Total)*

TASK 5.0 | UTILITY COORDINATION

Task 5.1 | Utility A Letters

CONSULTANT will prepare draft Utility “A” letters for JPA review and incorporation to JPA letterhead. CONSULTANT will then submit “A” letters to applicable agencies and utility providers then document responses in a “Utility Response Table” in Excel format.

◀ *Deliverables: Utility A Letters, Utility Tracking Matrix*

Task 5.2 | Utility B Letters with Conflict Maps

Once the existing utility information is compiled, CONSULTANT will prepare a summary of potential utility impacts to be included in the Utility “B” letters. CONSULTANT will verify whether the utility company has prior rights to the right-of-way. CONSULTANT will prepare conflict mapping associated with the bike trail improvements to be sent to each utility company showing their facilities and anticipated conflicts.

◀ *Deliverables: Utility B Letters, Conflict Maps*

Task 5.3 | Utility Potholing

Depending on the proximity to potential physical conflicts, potholing of existing underground facilities may be necessary to positively locate the utility. CONSULTANT will provide approximately twelve (10) potholes as required to locate/verify utility facilities.

◀ *Deliverables: Pothole Report*

Task 5.4 | Utility C Letters

CONSULTANT will send Utility “C” Letters and coordinate with any impacted utility companies for their relocation plans. It is anticipated that no utility agreements for any relocations will be required for the bike trail.

◀ *Deliverables: Utility C Letters, Relocation Plans*

TASK 6.0 | FINAL ENGINEERING STUDIES

Task 6.1 | Drainage Report

CONSULTANT will revise the hydrology conditions based on the Ultimate Corridor grading and alignment including creating the proposed SacCalc model and updating the hydrology using XPStorm models for existing detention basins for the proposed conditions. CONSULTANT will create new XPStorm hydrologic models for the proposed drainage infrastructure within the roadway corridor.

CONSULTANT will revise/create the Hydraulic models to include the Ultimate Corridor grading and alignment using HEC-RAS models for the proposed conditions, update HY-8 models for culvert crossings, determine required flood control mitigation at each crossing, update XPStorm Models for existing detention basins for proposed conditions, and create new XPStorm hydraulic models for proposed drainage infrastructure within the roadway corridor.

CONSULTANT will update hydromodification mitigation model (SAHM) for pre and post conditions and verify that flood control mitigation is sufficient for hydromodification or identify additional storage needed.

CONSULTANT will create LID drainage management areas and calculations for each location road drains to natural waters, and to account for storm water quality.

CONSULTANT will prepare a drainage report per Sacramento County Standards (Level 4 study).

◀ *Deliverables: Draft and Final text of drainage study, CAD linework for exhibits, PDF files for soils and land use exhibit creation, and link to .zip file containing all models and LID calcs.*

Task 6.2 | Stormwater Documentation

CONSULTANT will develop designs for the required treatment of stormwater runoff for the bike trail. CONSULTANT will prepare stormwater calculations using Sacramento County standards. CONSULTANT will prepare a memorandum to document the stormwater analysis and calculations.

◀ *Deliverables: Stormwater Quality Memorandum, Sacramento County Stormwater Calculations, BMP Design*

Task 6.3 | Railroad Crossing GO-88 [Optional]

CONSULTANT will prepare all necessary exhibits and process a GO-88 Application for the at-grade railroad crossing from the California Public Utilities Commission (CPUC). The City of Folsom and the Railroad will sign the application.

◀ Deliverables: GO-88 Application

TASK 7.0 | RIGHT OF WAY ACQUISITION

Task 7.1 | Right of Way Management and Coordination

CONSULTANT's Right of Way Manager will:

- Confirm with the agency on the affected parcels to obtain title reports;
- Coordinate solutions with the agency and/or legal representative to implement solutions for items that may affect title or cause a delay in escrow;
- Review all plat and legals and exhibits and obtain approval from the agency. Supply necessary documentation and monitor progress of the appraisal process to meet project deadlines;
- Supply any support information or set up meetings with the agency to review appraisal reports;
- Obtain any acquisition documentation the agency may have and review the documentation for current adjustments to conform to industry standards;
- Prepare staff reports for approval of just compensation;
- Provide executed acquisition documentation from each affected property owner and work with the agency to obtain internal signatures and payments;
- Provide possession documentation in lieu of purchase contracts;
- Attend agency meeting to discuss right of way specific concerns that may arise during the any phase of the project including but not limited to close session meeting and participating agency meetings, if required.

Task 7.2 | Project Tracking Table

CONSULTANT's Right of Way Manager will maintain the project tracking table and ensure that it is sent to the JPA on the regularly requested schedule. As a component of effective project management and to keep the project on schedule and the JPA current with acquisition data, a project tracking table will be created. This table will outline milestones and supply completion dates, comments, and any additional information the JPA may request.

◀ Deliverables: Project Tracking Table

Task 7.3 | Appraisal Process (4 Reports)

Four (4) appraisals will be completed by a licensed General Real Estate Appraiser. Notice of intent to appraise letters along with acquisition policy brochures will be provided to all impacted property owners. Appraisals will be arranged so that the property owner may accompany the appraiser during the inspection of the property. This allows the property owner the opportunity to provide additional information to the appraiser.

All appraisals will be prepared by an appraiser licensed with the State of California and will comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice 49 CFR 24.2(a)(3). Appraisals will include a summary and a complete analysis for all valuation conclusions. Documentation obtained during the inspection, such as pictures, will be included in each report. Title information pertaining to ownership, drawings, and information relative to the parcel will be reviewed by the appraiser.

◀ *Deliverables: Four (4) Appraisal Reports*

Task 7.4 | Obtain Appraisal Review Reports (4 Reports)

Four (4) appraisal review reports will be completed by a Certified General Real Estate Appraiser. Upon acceptance and approval of the property appraisals, an independent appraisal review will be completed by Dokken Engineering's subconsultant. The review includes inspecting sales to determine comparability, reviewing appraisal for conformance to Uniform Standards of Professional Appraisal Practice, reviewing "highest and best use" conclusions, examining valuation methods, analyzing exhibits, checking mathematical calculations, and preparing a narrative report that describes the review process and sets forth the reasoning behind the review. An appraisal review is recommended to ensure the appraisal is based on sound appraisal theory, contains appropriate documentation to support the appraisers' conclusions and complies with regulatory codes. A recommendation of just compensation is then made based on the reviewed, collected, assembled, correlated, and analyzed data.

◀ *Deliverables: Four (4) Appraisal Review Reports*

Task 7.5 | Negotiate for Right of Way

This project will require acquisition services for four (4) parcels, totaling two (2) ownerships. In addition to these parcels, parcel 117-660-027 in El Dorado County is believed to have an irrevocable offer of dedication (IOD) on file per El Dorado County. CONSULTANT will work with the County to accept the IOD as required to construction the project at this location. All "Good Faith Negotiations" will be completed by CONSULTANT'S Right of Way Team. After completion of the appraisal process and just compensation determination, CONSULTANT will prepare the offer package and meet with all owners in person to present and explain the offer package details. The offer package will include the offer letter, written summary of just compensation with supporting appraisal information, property owner exhibit showing property map with right of way take locations, Title VI information, and "Your Property—Your Transportation Project" booklet. CONSULTANT will negotiate with the property owner to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, Easement Deeds, and Temporary Construction Easement Deeds. CONSULTANT will obtain receipt of delivery of offer and/or present and secure tenant information statements, as applicable, during the initial meeting.

CONSULTANT will work closely with the JPA to aid in the recommendation of the appropriate course of action regarding the various acquisitions with property owners requesting additional compensation and/or services beyond the initial offer package. Recommended settlement packages with justifications and impasse letters will be provided to the JPA for review. Working with the property owners to agreeable terms will be CONSULTANT'S focus.

Additionally, CONSULTANT will attend, at the request of the JPA, any Public Community Meetings regarding the project.

CONSULTANT'S Right of Way Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

◀ *Deliverables: Right of Way Agreements, Grant and Easement Deeds, Administrative Settlements, Diaries, Written Summary of Acquisitions, Impasse Letters*

Task 7.6 | Escrow Coordination

Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, CONSULTANT will be available to assist the JPA in opening escrow. CONSULTANT will supply fully executed agreements along with other supporting information to escrow in order to close each transaction. CONSULTANT will work closely with the JPA to assist in the timely closing of all transactions. For the convenience of the property owner, all agents on our right of way team have a California Notary who will be available to notarize any documentation that is required. Fully executed deeds and easements will be delivered to the JPA for acceptance prior to recording. In the event escrow services are not required, CONSULTANT is available to perform these services and record the required documentation.

◀ *Deliverables: Escrow Documents and Closing Statements*

Task 7.7 | Right of Way Certification

CONSULTANT will coordinate with the JPA and supply all required documentation for the right of way certification. CONSULTANT will review all acquisition documents for proper and complete execution, including formal acceptance.

◀ *Deliverables: Right of Way Certification Documentation*

Task 7.8 | Project Close-Out

The original acquisition file for each affected parcel will be provided to the JPA upon completion of the project. Each acquisition file will contain property information, diary report, written correspondence, just compensation documentation, appraisal(s), offer package, negotiations, title documentation, copies of recorded documents, and all applicable documentation.

◀ *Deliverables: Original Acquisition Files*

Task 7.9 | Litigation and Condemnation Support [Optional]

CONSULTANT will provide support for all phases of condemnation if this becomes necessary. A resolution of necessity (RON) package will be generated by the JPA's legal counsel and will include all of the following documents: litigation guarantee, an update to the appraisal if the report is dated more than six months from date of submittal of RON package, confirmation of market value, legal descriptions for excess land and an uneconomic remainder being proposed for condemnation, an assessment of owners intention regarding excess land if applicable, and if the owner is willing to grant a possession and use agreement, this will be documented in the parcel diary. In addition, CONSULTANT and its team will be available to provide the support for the following: obtaining or serving as expert witness, participating in appraisal review meeting, attending settlement conferences.

◀ *Deliverables: Condemnation Support*

TASK 8.0 | BIKE TRAIL FINAL DESIGN

Task 8.1 | Bike Trail 60% Plans, Specifications and Estimate

CONSULTANT will prepare 60% plans for the bike trail based on the overall 60% corridor design strip map.

The title sheet will include an index of sheets, project description, location map, and limits of work.

The typical sections will include original ground, traveled way, shoulders, cut/fill slopes, drainage ditches, right of way, and existing/recommended pavement structural sections.

The plan/profile sheets for the trail will be at a 1" = 40' and conform to the requirements established by the JPA. The sheets will include the preliminary geometric data required to construct the project. Horizontal callouts will include a centerline station, bearings/distances of tangents, horizontal curve data, conform stations, angle points, roadway dimensions, and the identification of any physical features such as curb and gutter, edge of pavement, asphalt concrete dike, and fences. Proposed right of way will be identified.

Drainage design will be shown on drainage plans and will include existing drainage features, inlet/manhole locations with station and offset, pipe layouts and sizes, ditch alignments, basins, rock slope protection, and end treatments where appropriate. Drainage details will be identified on the detail sheets for details not covered by standard plans.

Pavement delineation and signing plans will be added to identify trail striping and signing. Pavement delineation and signing will conform to the latest edition of the California MUTCD.

Electrical plans, if needed, will be included for trail crossings at the intersections.

Landscape and irrigation plans will be included for the landscape concept within El Dorado County. The plans will include tree, shrub and groundcover plant locations, sizes, types, and quantities, root barrier locations, typical installation requirements, and plant botanical and common names. Tree removal and relocation will also be indicated. Irrigation plans will include diagrammatic locations, types, and sizes, of all

proposed and retrofit irrigation systems and materials, including points of connection, backflow preventers, automated irrigation controllers, remote control valves, master valves, flow sensors, conduit, piping, and emission devices. Existing irrigation systems will be inventoried per as-builts, and notes provided on the plans indicating possible points of connection. The plans will also include irrigation efficiency calculations to determine estimated water usage.

CONSULTANT will prepare an outline for the Technical Specifications for the bike trail based on the City of Folsom and El Dorado County Standard Specifications.

CONSULTANT will prepare a cost estimate based on quantity takeoffs and current unit prices. A contingency will be included to allow for any pricing to vary at the time of construction and for any necessary design adjustments.

◀ *Deliverables: 60% Plans, Specification Outline, and Estimate*

Task 8.2 | Bike Trail 90% Plans, Specifications and Estimate

CONSULTANT will prepare 90% plans for the bike trail based on the 60% review comments. CONSULTANT will prepare a response to comments matrix with each comment received and response regarding how the comment was addressed/incorporated.

CONSULTANT will prepare the Technical Specifications for the bike trail based on the City of Folsom and El Dorado County Standard Specifications.

CONSULTANT will update the cost estimate based on quantity takeoffs and current unit prices. A contingency will be included to allow for any pricing to vary at the time of construction and for any necessary design adjustments.

CONSULTANT will develop design cross sections for horizontal and vertical control, clearing limits, line and grade offsets, rough and finished grades, slope stakes, drainage facilities, grade breaks, and trail improvements at 50-foot intervals and at additional specific unique locations.

◀ *Deliverables: 90% Plans, Technical Specifications, and Estimate*

Task 8.3 | Bike Trail 100% Plans, Specifications and Estimate

CONSULTANT will prepare 100% plans, specifications and estimate for the bike trail based on the 90% review and constructability review comments. CONSULTANT will prepare a response to comments matrix with each comment received and response regarding how the comment was addressed/incorporated.

◀ *Deliverables: 100% Plans, Technical Specifications, and Estimate*

Task 8.4 | Bike Trail Bid Documents

CONSULTANT will prepare the final bid documents based on the 100% submittal and will incorporate all JPA and other stakeholder comments. CONSULTANT will review the bid documents a final time for consistency between the plans, specifications, and estimate. The final bid documents will be submitted to the JPA ready for advertisement.

◀ *Deliverables: Bid Documents*

TASK 9.0 | ENVIRONMENTAL COMPLIANCE

Task 9.1 | Environmental Coordination

CONSULTANT will provide environmental coordination throughout the project's design. CONSULTANT will coordinate as necessary with Caltrans to provide revalidations between the right-of-way and construction authorization phases. It is assumed all previous prepared environmental documentation sufficiently covers this trail and simple environmental revalidations will be required to document no project changes have occurred. CONSULTANT will coordinate with the engineering design team to provide recommendations to avoid and minimize impacts to environmentally sensitive areas and coordination with South Sacramento Habitat Conservation Plan (SSHCP) and regulatory agencies during permitting of the project.

Task 9.2 | SSHCP Coverage and Mitigation

CONSULTANT will prepare the required SSHCP Covered Activity Authorization and Aquatic Resources Permit Report which will outline all the impacts associated with the project, avoidance, minimization, and mitigation measures, and required mitigation to offset the project's impacts. It is anticipated the JPA will also obtain all required mitigation credits through the SSHCP. It is assumed that the JPA will be responsible for all mitigation fees.

◀ *Deliverables: SSHCP Covered Activity Authorization*

TASK 10.0 | BIDDING SUPPORT

Task 10.1 | Resident Engineer File

CONSULTANT will prepare a Resident Engineer (RE) file to include detailed quantity calculation, cross sections, design reports, notes to RE, and any additional information gathered during design that may be found useful by the RE.

◀ *Deliverables: Resident Engineer File*

Task 10.2 | Bidding Support

CONSULTANT will provide assistance, as required, to the JPA/City during bidding of the project. This work may include answering questions from prospective bidders, attending a pre-bid meeting, preparation of addendum to the PS&E during advertisement period, and providing consultation and interpretation of the construction documents. CONSULTANT will perform a bid tabulation, analysis and review of the received bids.

◀ *Deliverables: Bidding Addenda, Response to Bidder Questions, Bid Tabulation and Analysis*

EXHIBIT B:
DEBARMENT CERTIFICATION FORM

DEBARMENT CERTIFICATION FORM

The Consultant certifies that, neither the Consultant firm nor any owner, partner, director, officer, or principal of the Consultant, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

1. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
2. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
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July 7, 2023
Date

John A. Klemunes Jr, PE, President & Principal in Charge
Dokken Engineering; Tele: (916) 858-0642
Contact Information

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June 22, 2023

Date

Contact Information

Leo Rubio, PE, President and CEO
Bennett Engineering + Y&C Transportation Consultants

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June 26, 2023

Date

Jeremy Zorne, Vice President | Geocon Consultants, Inc. | 916.852.9118
Contact Information

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June 28, 2023

Date



Matthew D. Weir, Vice President, Kimley-Horn and Associates Inc.

Contact Information

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6/28/2023

Date



Contact Information

Paul Hart, PE
MacKay & Somps Civil Engineers
(916) 773-1189

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6/29/2023

Date

David Preciado, Principal Landscape Architect
Reddy Engineering Services | (619) 887-0833

Contact Information



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06.22.2023

Date



Cesar Montes de Oca, PE | President
UNICO Engineering, Inc.

EXHIBIT C:
LEVINE ACT DISCLOSURE STATEMENT

EXHIBIT B
LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the twelve (12) months preceding the pendency of the contract award, and for twelve (12) months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract.

Current Board members, and their alternates, of the Board are:

John Hidahl	George Turnboo
Patrick Hume	Sue Frost
Garrett Gatewood	Siri Pulipati
Mike Kozlowski	Sarah Aquino
Kevin Spease	Sergio Roble

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Board member(s) in the twelve (12) months preceding the date of the issuance of this request for proposal or request for qualifications or award of this contract?

 YES X NO

If yes, please identify the Board member(s) _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Board member(s) in the twelve (12) months following the award of the contract?

 YES X NO

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Answering yes to either of the two questions above does not preclude the Agency from awarding a contract to your firm. It does, however, preclude the identified Board member(s) from participating in the contract award process for this contract.

July 7, 2023
DATE


(SIGNATURE OF AUTHORIZED OFFICIAL)

John A. Klemunes Jr, PE, President
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Dokken Engineering
(TYPE OR WRITE NAME OF COMPANY)

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DATE June 22, 2023



(SIGNATURE OF AUTHORIZED OFFICIAL)

Leo Rubio, PE, President and CEO

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Bennett Engineering Services + Y&C Transportation
Consultants

(TYPE OR WRITE NAME OF COMPANY)

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June 26, 2023
DATE


(SIGNATURE OF AUTHORIZED OFFICIAL)

Jeremy Zorne, PE, GE, Vice President
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Geocon Consultants, Inc.
(TYPE OR WRITE NAME OF COMPANY)

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June 28, 2023
DATE


(SIGNATURE OF AUTHORIZED OFFICIAL)

Matthew D. Weir, Vice President
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Kimley-Horn and Associates, Inc.
(TYPE OR WRITE NAME OF COMPANY)

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X YES ___ NO

If yes, please identify the Board member(s) Patrick Hume

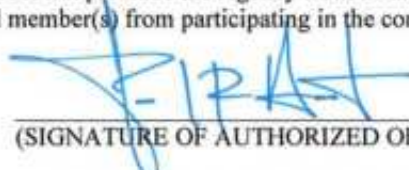
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___ YES **X NO**

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June 28, 2023
DATE


(SIGNATURE OF AUTHORIZED OFFICIAL)

Paul Hart, P.E., Operations Manager & Principal

MacKay & Soms Civil Engineers, Inc.

EXHIBIT B
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 YES X NO

If yes, please identify the Board member(s) _____

Answering yes to either of the two questions above does not preclude the Agency from awarding a contract to your firm. It does, however, preclude the identified Board member(s) from participating in the contract award process for this contract.

6/29/2023
DATE



(SIGNATURE OF AUTHORIZED OFFICIAL)

Principal Landscape Architect
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Reddy Engineering Services, Inc.
(TYPE OR WRITE NAME OF COMPANY)

EXHIBIT B
LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the twelve (12) months preceding the pendency of the contract award, and for twelve (12) months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract.

Current Board members, and their alternates, of the Board are:

John Hidahl	George Turnboo
Patrick Hume	Sue Frost
Garrett Gatewood	Siri Pulipati
Mike Kozlowski	Sarah Aquino
Kevin Spease	Sergio Roble

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Board member(s) in the twelve (12) months preceding the date of the issuance of this request for proposal or request for qualifications or award of this contract?

 YES X NO

If yes, please identify the Board member(s) _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Board member(s) in the twelve (12) months following the award of the contract?

 YES X NO

If yes, please identify the Board member(s) _____

Answering yes to either of the two questions above does not preclude the Agency from awarding a contract to your firm. It does, however, preclude the identified Board member(s) from participating in the contract award process for this contract.

06.22.2023
DATE



(SIGNATURE OF AUTHORIZED OFFICIAL)

Cesar Montes de Oca, PE | President
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

UNICO Engineering, Inc.
(TYPE OR WRITE NAME OF COMPANY)

EXHIBIT 10-H: COST PROPOSAL



COST PROPOSAL - SUMMARY BY CONSULTANT - FOLSOM/EL DORADO COUNTY
CAPITAL SOUTHEAST CONNECTOR JPA
WHITE ROCK ROAD CLASS I TRAIL FINAL ENGINEERING DESIGN
AND RIGHT-OF-WAY ACQUISITION SERVICES
August 24, 2023

TASK DESCRIPTION	DOKKEN ENGINEERING	BENNETT ENGINEERING (DBE)	GEOCON CONSULTANTS	KIMLEY- HORN	MACKAY & SOMPS	REDDY ENGINEERING SERVICES, INC. (DBE)	UNICO ENGINEERING (DBE)	GRAND TOTAL COST
TASK 1.0 PROJECT MANAGEMENT	\$ 184,153.52	\$ -	\$ -	\$ -	\$ 22,033.30	\$ -	\$ -	\$ 206,186.82
Task 1.1 General Administration and Coordination	\$ 26,425.56	\$ -	\$ -	\$ -	\$ 12,680.80	\$ -	\$ -	\$ 39,106.36
Task 1.2 Project Meetings	\$ 54,107.72	\$ -	\$ -	\$ -	\$ 9,352.50	\$ -	\$ -	\$ 63,460.22
Task 1.3 Monthly Invoice and Progress Reports	\$ 14,906.73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,906.73
Task 1.4 Project Schedule	\$ 4,743.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,743.05
Task 1.5 Quality Control	\$ 25,304.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,304.48
Task 1.6 Funding Application - Active Transportation Program (ATP) Grant	\$ 17,493.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,493.85
Task 1.7 Landowner/Stakeholder Outreach/Public Outreach	\$ 14,875.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,875.93
Task 1.8 Caltrans/Federal Documentation	\$ 15,627.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,627.42
Task 1.9 Project Decision Log	\$ 10,668.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,668.78
TASK 2.0 SURVEYING AND RIGHT OF WAY MAPPING	\$ 25,976.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,061.24	\$ 93,037.31
Task 2.1 Survey Control	\$ 2,180.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,798.59	\$ 10,979.16
Task 2.2 Supplemental Ground Topographic and Utility Survey	\$ 6,837.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,193.30	\$ 47,030.68
Task 2.3 Obtain Title Reports/Title Research (4 Reports)	\$ 9,110.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,110.53
Task 2.4 Right of Way and Boundary Mapping	\$ 7,847.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,069.35	\$ 25,916.94
TASK 3.0 PRELIMINARY ENGINEERING STUDIES	\$ 334,175.56	\$ 38,158.60	\$ 30,494.25	\$ 55,278.50	\$ 12,122.00	\$ 39,235.14	\$ -	\$ 509,464.06
Task 3.1 Ultimate Corridor Design - 30% Strip Map	\$ 22,403.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,403.21
Task 3.2 Ultimate Corridor Design - 60% Plans and Estimate	\$ 167,965.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 167,965.55
Task 3.3 Ultimate Corridor Design - Grade Separation Advanced Planning Study	\$ 62,047.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,047.71
Task 3.4 Preliminary Drainage Studies	\$ 10,514.79	\$ -	\$ -	\$ -	\$ 12,122.00	\$ -	\$ -	\$ 22,636.79
Task 3.5 Supplemental Geotechnical Investigation	\$ 5,359.03	\$ -	\$ 23,809.99	\$ -	\$ -	\$ -	\$ -	\$ 29,169.02
Task 3.6 Preliminary Stormwater Documentation and Design	\$ 10,902.85	\$ 38,158.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,061.45
Task 3.7 Traffic Analysis	\$ 3,831.40	\$ -	\$ -	\$ 55,278.50	\$ -	\$ -	\$ -	\$ 59,109.90
Task 3.8 Design Support for Environmental	\$ 12,048.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,048.58
Task 3.9 Bike Trail Landscape Concept - El Dorado County	\$ 6,640.27	\$ -	\$ -	\$ -	\$ -	\$ 13,017.09	\$ -	\$ 19,657.35
Task 3.10 Railroad Crossing Simulation/Renderings	\$ 32,462.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,462.17
Task 3.11 Bike Trail Landscape Concept - Folsom [OPTIONAL]	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,218.06	\$ -	\$ 26,218.06
Task 3.12 Phase II Limited Site Assessment – Railroad Crossing [OPTIONAL]	\$ -	\$ -	\$ 6,684.27	\$ -	\$ -	\$ -	\$ -	\$ 6,684.27
TASK 4.0 RIGHT OF WAY ENGINEERING	\$ 60,612.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,068.21	\$ 66,680.68
Task 4.1 Permit to Enter	\$ 17,826.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,826.47
Task 4.2 Right of Way Requirements Map - Ultimate Corridor	\$ 10,317.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,317.67
Task 4.3 Right of Way Requirements Map - Bike Trail	\$ 9,646.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,646.25
Task 4.4 Property Owner Exhibits	\$ 15,023.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,023.76
Task 4.5 Plat and Legal Descriptions - Bike Trail	\$ 7,798.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,068.21	\$ 13,866.52
TASK 5.0 UTILITY COORDINATION	\$ 52,123.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,123.38
Task 5.1 Utility A Letters	\$ 6,295.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,295.32
Task 5.2 Utility B Letters with Conflict Maps	\$ 12,387.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,387.37
Task 5.3 Utility Potholing	\$ 24,816.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,816.97
Task 5.4 Utility C Letters	\$ 8,623.73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,623.73
TASK 6.0 FINAL ENGINEERING STUDIES	\$ 29,665.62	\$ 26,597.10	\$ -	\$ -	\$ 81,204.00	\$ -	\$ -	\$ 137,466.72
Task 6.1 Drainage Report	\$ 6,862.02	\$ -	\$ -	\$ -	\$ 81,204.00	\$ -	\$ -	\$ 88,066.02
Task 6.2 Stormwater Documentation	\$ 6,036.61	\$ 26,597.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,633.71
Task 6.3 Railroad Crossing GO-88 [OPTIONAL]	\$ 16,766.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,766.99
TASK 7.0 RIGHT OF WAY ACQUISITION	\$ 124,412.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,412.56
Task 7.1 Right of Way Management and Coordination	\$ 11,087.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,087.65
Task 7.2 Project Tracking Table	\$ 4,336.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,336.50
Task 7.3 Appraisal Process (4 Reports)	\$ 14,472.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,472.02
Task 7.4 Appraisal Reviews (4 Reports)	\$ 10,890.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,890.88
Task 7.5 Negotiate For Right of Way	\$ 38,375.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,375.58
Task 7.6 Escrow Coordination	\$ 13,674.77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,674.77
Task 7.7 Right of Way Certification	\$ 8,636.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,636.05
Task 7.8 Project Close-Out	\$ 6,911.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,911.30
Task 7.9 Litigation and Condemnation Support [OPTIONAL]	\$ 16,027.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,027.81
TASK 8.0 BIKE TRAIL FINAL DESIGN	\$ 154,721.97	\$ 148,834.27	\$ -	\$ -	\$ -	\$ 46,356.37	\$ -	\$ 349,912.61
Task 8.1 Bike Trail 60% Plans, Specifications and Estimate	\$ 63,630.78	\$ 59,404.53	\$ -	\$ -	\$ -	\$ 24,348.02	\$ -	\$ 147,383.33
Task 8.2 Bike Trail 90% Plans, Specifications and Estimate	\$ 44,252.04	\$ 43,038.65	\$ -	\$ -	\$ -	\$ 13,774.29	\$ -	\$ 101,064.98
Task 8.3 Bike Trail 100% Plans, Specifications and Estimate	\$ 31,809.23	\$ 30,183.00	\$ -	\$ -	\$ -	\$ 8,234.06	\$ -	\$ 70,226.29
Task 8.4 Bike Trail Bid Documents	\$ 15,029.92	\$ 16,208.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,238.02
TASK 9.0 ENVIRONMENTAL COMPLIANCE	\$ 25,563.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,563.19
Task 9.1 Environmental Coordination	\$ 10,742.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,742.70
Task 9.2 SSHCP Coverage and Mitigation	\$ 14,820.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,820.49
TASK 10.0 BIDDING SUPPORT	\$ 26,142.21	\$ 4,645.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,788.06
Task 10.1 Resident Engineer File	\$ 10,791.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,791.98
Task 10.2 Bidding Support	\$ 15,350.23	\$ 4,645.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,996.08
TOTAL COST WITHOUT OPTIONAL TASKS	\$ 984,751.76	\$ 218,235.82	\$ 23,809.99	\$ 55,278.50	\$ 115,359.30	\$ 59,373.46	\$ 73,129.44	\$ 1,529,938.27
TOTAL COST WITH OPTIONAL TASKS	\$ 1,017,546.56	\$ 218,235.82	\$ 30,494.25	\$ 55,278.50	\$ 115,359.30	\$ 85,591.51	\$ 73,129.44	\$ 1,595,635.39

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantConsultant: DOKKEN ENGINEERINGProject No. TBD Contract No. TBD Date October 13, 2023Project Name White Rock Road Class I Trail Final Engineering Design and Right-of-Way Acquisition Services**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hr Rate*	Total
Principal in Charge	John A. Klemunes, Jr, PE	\$90.00 - \$130.00	0	\$ 130.00	\$ -
QA/QC Manager	Richard Liptak, PE	\$90.00 - \$130.00	40	\$ 120.00	\$ 4,800.00
Project Manager	Juann Ramos, PE*	\$90.00 - \$130.00	538	\$ 110.00	\$ 59,180.00
Civil Lead	Jacqueline Lockhart, PE*	\$60.00 - \$90.00	690	\$ 67.00	\$ 46,230.00
Structures Lead	Tim Osterkamp, PE*	\$80.00 - \$110.00	56	\$ 84.00	\$ 4,704.00
Senior Engineer 2	STAFF	\$70.00 - \$100.00	170	\$ 82.00	\$ 13,940.00
Senior Engineer 1	STAFF	\$60.00 - \$90.00	188	\$ 70.00	\$ 13,160.00
Associate Engineer 2	STAFF	\$55.00 - \$70.00	82	\$ 63.00	\$ 5,166.00
Associate Engineer 1	STAFF	\$48.00 - \$60.00	464	\$ 54.00	\$ 25,056.00
Assistant Engineer 2	STAFF	\$40.00 - \$50.00	597	\$ 44.00	\$ 26,268.00
Assistant Engineer 1	STAFF	\$34.00 - \$44.00	1157	\$ 38.00	\$ 43,966.00
Senior CAD	STAFF	\$60.00 - \$90.00	176	\$ 70.00	\$ 12,320.00
CAD/Detailer	STAFF	\$30.00 - \$60.00	266	\$ 48.00	\$ 12,768.00
Engineering Technician	STAFF	\$20.00 - \$40.00	0	\$ 33.00	\$ -
Environmental Manager	STAFF	\$70.00 - \$100.00	10	\$ 80.00	\$ 800.00
Environmental Lead	Zach Liptak*	\$47.00 - \$77.00	66	\$ 49.00	\$ 3,234.00
Senior Environmental Planner	STAFF	\$47.00 - \$77.00	124	\$ 56.00	\$ 6,944.00
Associate Environmental Planner	STAFF	\$37.00 - \$47.00	20	\$ 39.00	\$ 780.00
Environmental Planner	STAFF	\$31.00 - \$41.00	40	\$ 33.00	\$ 1,320.00
Right of Way Manager	Jamie Formico*	\$60.00 - \$90.00	415	\$ 68.00	\$ 28,220.00
Senior Right of Way Agent	STAFF	\$45.00 - \$75.00	64	\$ 54.00	\$ 3,456.00
Right of Way Agent	STAFF	\$25.00 - \$45.00	169	\$ 32.00	\$ 5,408.00
			5,332		

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 317,720.00
b) Anticipated Salary Increases	\$14,376.83

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 332,096.83****INDIRECT COSTS**

d) Fringe Benefits (Rate: <u>95.41%</u>)	c) Total Fringe Benefits [(c) x (d)]	\$ 316,853.59
f) Overhead (Rate: <u>0.00%</u>)	g) Overhead [(c) x (f)]	\$ -
h) General and Administrative (Rate: <u>72.46%</u>)	i) Gen & Admin [(c) x (h)]	\$ 240,637.36

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 557,490.95****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** **\$ 88,958.78****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Title Reports/Title Research	4	Each	\$ 750.00	\$ 3,000.00
Appraisals	4	Each	\$ 2,500.00	\$ 10,000.00
Appraisal Reviews	4	Each	\$ 1,500.00	\$ 6,000.00
Utility Potholing	1	LS	\$ 20,000.00	\$ 20,000.00

i) **TOTAL OTHER DIRECT COSTS** **\$ 39,000.00**

SAMPLE COST PROPOSAL
Sample Only - Required Cost Proposal Template To Be Determined By Agency

m) **SUBCONSULTANTS' COSTS** (Add additional pages if necessary)

• BENNETT ENGINEERING (DBE)	\$ 218,235.82
• GEOCON CONSULTANTS	\$ 30,494.25
• KIMLEY-HORN	\$ 55,278.50
• MACKAY & SOMPS	\$ 115,359.30
• REDDY ENGINEERING SERVICES, INC. (DBE)	\$ 85,591.51
• UNICO ENGINEERING (DBE)	\$ 73,129.44

m) **TOTAL SUBCONSULTANTS' COSTS** **\$ 578,088.83**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ 617,088.83**

o) TOTAL OPTIONAL COST **\$ 65,697.12**

TOTAL COST WITHOUT OPTIONAL [(c) + (j) + (k) + (n) - (o)] **\$ 1,529,938.27**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 1,595,635.39**

*Employees will be billed at their actual pay rates within the ranges specified above. When actual rates change, employees will be billed at their updated rate.

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
 2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
 3. Anticipated salary increases calculation (page 3) must accompany.
-

SAMPLE COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$317,720.00	5,332	=	\$59.59	Year 1 Avg Hourly Rate

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$59.59	+	5.0%	=	\$62.57
Year 2	\$62.57	+	5.0%	=	\$65.70
Year 3	\$65.70	+	5.0%	=	\$68.98
Year 4	\$68.98	+	5.0%	=	\$72.43
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5,332	=	1066	Estimated Hours Year 1
Year 2	70.0%	*	5,332	=	3732	Estimated Hours Year 2
Year 3	10.0%	*	5,332	=	533	Estimated Hours Year 3
Year 4	0.0%	*	5,332	=	0	Estimated Hours Year 4
Year 5	0.0%	*	5,332	=	0	Estimated Hours Year 5
Total	100.000%		Total	=	5,332	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	\$59.59	*	1066	=	\$63,544.00	Estimated Hours Year 1
Year 2	\$62.57	*	3732	=	\$233,524.20	Estimated Hours Year 2
Year 3	\$65.70	*	533	=	\$35,028.63	Estimated Hours Year 3
Year 4	\$68.98	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$72.43	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$332,096.83	
			Direct Labor Subtotal before Escalation	=	\$317,720.00	
			Estimated total of Direct Labor Salary Increase	=	\$14,376.83	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

SAMPLE COST PROPOSAL 1

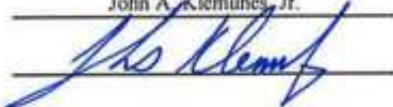
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal (s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are non-compliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only significant agency approved or Callants accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**	<u>John A. Klemunes, Jr.</u>	Title**	<u>President</u>
Signature		Date of Certification (mm/dd/yyyy):	<u>10/13/2023</u>
Email**	<u>jklemunes@dokkenengineering.com</u>	Phone Number	<u>216) 558-6643</u>
Address	<u>110 Blue Ravine Road, Suite 200, Edison, NJ 08839-4713</u>		

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract

List services the consultant is providing under the proposed contract:

Professional Engineering, Environmental, and Right of Way Services

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Consultant: Bennett Engineering Services Inc

Project No. TBD Contract No. TBD Date July 6, 2023

Project Name White Rock Road Class I Trail / Final Engineering Design and Right-of-Way Acquisition Services

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Engineer 10	D. Yau	\$0.00 - \$0.00	0	\$ 110.02	\$ -
Engineer 10	K. Chan	\$0.00 - \$0.00	0	\$ 102.44	\$ -
Engineer 8	D. Jones	\$0.00 - \$0.00	56	\$ 75.98	\$ 4,254.88
Engineer 7	C. Allen	\$0.00 - \$0.00	134	\$ 73.46	\$ 9,843.64
Engineer 5	STAFF	\$52.00 - \$65.00	288	\$ 60.00	\$ 17,280.00
Engineer 4	STAFF	\$40.00 - \$55.00	392	\$ 47.00	\$ 18,424.00
Engineer 3	STAFF	\$38.00 - \$45.00	188	\$ 41.00	\$ 7,708.00
Engineer 2	STAFF	\$35.00 - \$42.00	148	\$ 37.00	\$ 5,476.00
Engineer 1	STAFF	\$32.00 - \$39.00	4	\$ 34.00	\$ 136.00
Designer/Tech 5	STAFF	\$48.00 - \$55.00	148	\$ 52.00	\$ 7,696.00
			1,358		

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 70,818.52
b) Anticipated Salary Increases	\$3,576.34

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 74,394.86**

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>78.41%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ 58,333.01
f) Overhead (Rate: <u>44.86%</u>)	g) Overhead [(c) x (f)]	\$ 33,373.53
h) General and Administrative (Rate: <u>43.41%</u>)	i) Gen & Admin [(c) x (h)]	\$ 32,294.81

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 124,001.34**

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%]** **\$ 19,839.62**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Item 1				\$ -

i) **TOTAL OTHER DIRECT COSTS** **\$ -**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

m) **TOTAL SUBCONSULTANTS' COSTS** **\$ -**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ -**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 218,235.82**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$70,818.52	1,358	=	\$52.15	

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$52.15	+	5.0%	=	\$54.76	Year 2 Avg Hourly Rate
Year 2	\$54.76	+	5.0%	=	\$57.49	Year 3 Avg Hourly Rate
Year 3	\$57.49	+	5.0%	=	\$60.37	Year 4 Avg Hourly Rate
Year 4	\$60.37	+	5.0%	=	\$63.39	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	1,358	=	272	Estimated Hours Year 1
Year 2	60.0%	*	1,358	=	815	Estimated Hours Year 2
Year 3	20.0%	*	1,358	=	272	Estimated Hours Year 3
Year 4	0.0%	*	1,358	=	0	Estimated Hours Year 4
Year 5	0.0%	*	1,358	=	0	Estimated Hours Year 5
Total	100.0%		Total	=	1,358	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	\$52.15	*	272	=	\$14,163.70	Estimated Hours Year 1
Year 2	\$54.76	*	815	=	\$44,615.67	Estimated Hours Year 2
Year 3	\$57.49	*	272	=	\$15,615.48	Estimated Hours Year 3
Year 4	\$60.37	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$63.39	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$74,394.86	
Direct Labor Subtotal before Escalation				=	\$70,818.52	
Estimated total of Direct Labor Salary Increase				=	\$3,576.34	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**:	Leo Rubio, PE		Title**:	President
Signature:			Date of Certification (mm/dd/yyyy):	7/6/2023
Email**:	lrubio@ben-en.com		Phone Number:	916-783-4100
Address:	1082 Sunrise Avenue, Suite 100 Roseville, CA 95661			

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Preliminary stormwater and drainage design

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Consultant: Geocon Consultants, Inc.

Project No. TBD Contract No. TBD Date June 27, 2023

Project Name White Rock Road Class 1 Trail

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Principal Engineer / Geologist	Zorne, Juhrend, Ewert	\$70.00 - \$85.00	3	\$ 75.00	\$ 225.00
Senior Engineer / Geologist / Scientist	Loutzenhisser, Staff	\$50.00 - \$70.00	10	\$ 65.00	\$ 650.00
Senior Project Engineer / Geologist / Scientist	Staff	\$45.00 - \$60.00	2	\$ 55.00	\$ 110.00
Project Engineer / Geologist / Scientist	Staff	\$40.00 - \$55.00	28	\$ 50.00	\$ 1,400.00
Senior Staff Engineer / Geologist / Scientist	Staff	\$30.00 - \$45.00	8	\$ 40.00	\$ 320.00
Staff Engineer / Geologist / Scientist	Staff	\$25.00 - \$40.00	8	\$ 35.00	\$ 280.00
Technical Illustrator / Senior draftsman	Staff	\$25.00 - \$55.00	10	\$ 50.00	\$ 500.00
Word Processor / Technical Editor / Administ	Staff	\$20.00 - \$35.00	6	\$ 35.00	\$ 210.00
Field Technician / Equipment Operator	Staff	\$35.00 - \$50.00	2	\$ 40.00	\$ 80.00
Field Technician / Equipment Operator (PW)	Staff	PW rates	24	\$ 50.00	\$ 1,200.00
			101		

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 4,975.00
b) Anticipated Salary Increases	\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 4,975.00**

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>52.68%</u>)	c) Total Fringe Benefits [(c) x (d)]	\$ 2,620.83
f) Overhead (Rate: <u>62.80%</u>)	g) Overhead [(c) x (f)]	\$ 3,124.30
h) General and Administrative (Rate: <u>75.05%</u>)	i) Gen & Admin [(c) x (h)]	\$ 3,733.74

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 9,478.87**

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** **\$ 1,445.39**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
<i>Task 1.1:</i>				
Pick-up Truck	1	Days	\$ 140.00	\$ 140.00
Sampling Supplies / Equipment	1	Est	\$ 300.00	\$ 300.00
Analytical Laboratory Testing	1	Est	\$ 1,850.00	\$ 1,850.00
<i>Task 1.2:</i>				
Drill Rig and Crew (PW)	1	Est	\$ 3,250.00	\$ 3,250.00
Backhoe / Excavator Rental	1	Est	\$ 2,500.00	\$ 2,500.00
Pick-up Truck	2	Days	\$ 140.00	\$ 280.00
Traffic control and plans (PW)	1	Est	\$ 2,500.00	\$ 2,500.00
El Dorado County Environmental Health Permit	1	Est	\$ 525.00	\$ 525.00
Geotechnical laboratory testing	1	Est	\$ 3,250.00	\$ 3,250.00

i) **TOTAL OTHER DIRECT COSTS** **\$ 14,595.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

m) **TOTAL SUBCONSULTANTS' COSTS** **\$ -**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ 14,595.00**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 30,494.25**

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$4,975.00	101	=	\$49.26	Year 1 Avg Hourly Rate

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$49.26	+	5.0%	=	\$51.72	Year 2 Avg Hourly Rate
Year 2	\$51.72	+	5.0%	=	\$54.31	Year 3 Avg Hourly Rate
Year 3	\$54.31	+	5.0%	=	\$57.02	Year 4 Avg Hourly Rate
Year 4	\$57.02	+	5.0%	=	\$59.87	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	101	=	101	Estimated Hours Year 1
Year 2	0.0%	*	101	=	0	Estimated Hours Year 2
Year 3	0.0%	*	101	=	0	Estimated Hours Year 3
Year 4	0.0%	*	101	=	0	Estimated Hours Year 4
Year 5	0.0%	*	101	=	0	Estimated Hours Year 5
Total	100.0%		Total	=	101	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	\$49.26	*	101	=	\$4,975.00	Estimated Hours Year 1
Year 2	\$51.72	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$54.31	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$57.02	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$59.87	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$4,975.00	
Direct Labor Subtotal before Escalation				=	\$4,975.00	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**:	<u>Jeremy Zorne, PE, GE</u>	Title**:	<u>Principal Engineer</u>
Signature:	 Digitally signed by Jeremy Zorne DN: C=US, E=zorne@geoconinc.com, O=Geocon Consultants, Inc., CN=Jeremy Zorne Date: 2023.06.28 12:44:55-0700	Date of Certification (mm/dd/yyyy):	<u>6/28/2023</u>
Email**:	<u>zorne@geoconinc.com</u>	Phone Number:	<u>916-852-9118</u>
Address:	<u>3160 Gold Valley Drive, Suite 800, Rancho Cordova, CA</u>		

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Environmental and geotechnical sampling and testing, analysis, and report generation

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Consultant: Kimley-Horn and Associates, Inc.

Project No. TBD

Contract No. TBD

Date June 29, 2023

Project Name White Rock Class I Trail

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Sr. Professional II	Matt Weir	\$94.72 - \$114.28	68	\$ 99.42	\$ 6,760.56
Sr. Professional I	Robert Paderna	\$79.44 - \$90.10	10	\$ 84.62	\$ 846.20
Professional II	Chris Gregerson	\$63.94 - \$83.62	26	\$ 68.86	\$ 1,790.36
Professional II	STAFF	\$63.94 - \$83.62	0	\$ 81.98	\$ -
Professional I	STAFF	\$48.90 - \$59.24	66	\$ 57.92	\$ 3,822.72
Analyst	STAFF	\$39.58 - \$46.54	70	\$ 45.08	\$ 3,155.60
Sr. Project Support	STAFF	\$48.80 - \$63.86	6	\$ 59.46	\$ 356.76
ProjectSupport	STAFF	\$28.00 - \$43.62	6	\$ 35.49	\$ 212.94
			252		

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 16,945.14

b) Anticipated Salary Increases

\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 16,945.14**

INDIRECT COSTS

d) FCCM (Rate: 0.45%)

c) Total Fringe Benefits [(c) x (d)] \$ 76.25

f) Overhead (Rate: 190.79%)

g) Overhead [(c) x (f)] \$ 32,329.63

h) General and Administrative (Rate: 0.00%)

i) Gen & Admin [(c) x (h)] \$ -

j) **TOTAL INDIRECT COSTS [(c) + (g) + (i)]** **\$ 32,405.89**

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (G)] x fixed fee 10%]** **\$ 4,927.48**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Traffic Counts	1	LS	\$ 2,000.00	\$ 1,000.00

i) **TOTAL OTHER DIRECT COSTS** **\$ 1,000.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

m) **TOTAL SUBCONSULTANTS' COSTS** **\$ -**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ 1,000.00**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 55,278.50**

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$16,945.14	252	=	\$67.24	Year 1 Avg Hourly Rate

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$67.24	+	5.0%	=	\$70.60
Year 2	\$70.60	+	5.0%	=	\$74.13
Year 3	\$74.13	+	5.0%	=	\$77.84
Year 4	\$77.84	+	5.0%	=	\$81.73
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	252	=	252	Estimated Hours Year 1
Year 2	0.0%	*	252	=	0	Estimated Hours Year 2
Year 3	0.0%	*	252	=	0	Estimated Hours Year 3
Year 4	0.0%	*	252	=	0	Estimated Hours Year 4
Year 5	0.0%	*	252	=	0	Estimated Hours Year 5
Total	100.0%		Total	=	252	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	\$67.24	*	252	=	\$16,945.14	Estimated Hours Year 1
Year 2	\$70.60	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$74.13	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$77.84	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$81.73	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$16,945.14	
			Direct Labor Subtotal before Escalation	=	\$16,945.14	
			Estimated total of Direct Labor Salary Increase	=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1

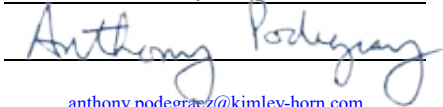
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**:	<u>Anthony Podegracz</u>	Title**:	<u>Vice President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>6/29/2023</u>
Email**:	<u>anthony.podegracz@kimley-horn.com</u>	Phone Number:	<u>916-858-5800</u>
Address:	<u>555 Capitol Mall, Suite 300, Sacramento, CA 95814</u>		

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☐ 2nd Tier Subconsultant

Project Name White Rock Road SEC Segment D3 - 60% Submittal

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$101,588.00	426	=	\$238.47	Year 1 Avg Hourly Rate

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$238.47	+	5.0%	=	\$250.39	Year 2 Avg Hourly Rate
Year 2	\$250.39	+	5.0%	=	\$262.91	Year 3 Avg Hourly Rate
Year 3	\$262.91	+	5.0%	=	\$276.06	Year 4 Avg Hourly Rate
Year 4	\$276.06	+	5.0%	=	\$289.86	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	426	=	426	Estimated Hours Year 1
Year 2	0.0%	*	426	=	0	Estimated Hours Year 2
Year 3	0.0%	*	426	=	0	Estimated Hours Year 3
Year 4	0.0%	*	426	=	0	Estimated Hours Year 4
Year 5	0.0%	*	426	=	0	Estimated Hours Year 5
Total	100.0%		Total	=	426	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	\$238.47	*	426	=	\$101,588.00	Estimated Hours Year 1
Year 2	\$250.39	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$262.91	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$276.06	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$289.86	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$101,588.00	
Direct Labor Subtotal before Escalation				=	\$101,588.00	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1

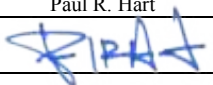
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**:	Paul R. Hart	Title**:	Operations Manager & Principal
Signature:		Date of Certification (mm/dd/yyyy):	7/5/2023
Email**:	prhart@msce.com	Phone Number:	(916)773-1189
Address:	1025 Creekside Ridge Dr, Suite 150, Roseville CA 95678		

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

MSCE to perform drainage analyses, i.e. hydrologic and hydraulic studies for the 60% submittal of the ultimate D3 / E1 SEC corridor.

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Consultant: REDDY ENGINEERING SERVICES, INC.

Project No. TBD Contract No. TBD Date October 12, 2023

Project Name WHITE ROCK ROAD CLASS I BIKE TRAIL

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
SR. LANDSCAPE ARCHITECT	DAVID PRECIADO		89	\$ 72.10	\$ 6,416.90
LANDSCAPE ARCHITECT	KYLE SIMON		145	\$ 60.00	\$ 8,700.00
LANDSCAPE ARCHITECT	JAIME SANDOVAL		367	\$ 47.50	\$ 17,432.50
			601		

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 32,549.40
b) Anticipated Salary Increases	\$1,318.25

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 33,867.65**

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>41.89%</u>)	c) Total Fringe Benefits [(c) x (d)]	\$ 14,187.16
f) Overhead (Rate: <u>33.99%</u>)	g) Overhead [(c) x (f)]	\$ 11,511.61
h) General and Administrative (Rate: <u>53.16%</u>)	i) Gen & Admin [(c) x (h)]	\$ 18,004.04

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 43,702.82**

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%]** **\$ 7,757.05**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Reproduction / Printing	44	EA	\$ 6.00	\$ 264.00

i) **TOTAL OTHER DIRECT COSTS** **\$ 264.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

m) **TOTAL SUBCONSULTANTS' COSTS** **\$ -**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ 264.00**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 85,591.51**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3. Anticipated salary increases calculation (page 2) must accompany.

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor	Total Hours per	Avg	5 Year Contract Duration Year 1 Avg Hourly Rate
<u>Subtotal</u> per Cost	Cost Proposal	Hourly	
Proposal		Rate	
\$32,549.40	601 =	\$54.16	

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$54.16	+	5.0%	=	\$56.87
Year 2	\$56.87	+	5.0%	=	\$59.71
Year 3	\$59.71	+	5.0%	=	\$62.70
Year 4	\$62.70	+	5.0%	=	\$65.83
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed		Total Hours per Cost		Total Hours per	
	Each Year		Proposal		Year	
Year 1	40.0%	*	601	=	240	Estimated Hours Year 1
Year 2	40.0%	*	601	=	240	Estimated Hours Year 2
Year 3	20.0%	*	601	=	120	Estimated Hours Year 3
Year 4	0.0%	*	601	=	0	Estimated Hours Year 4
Year 5	0.0%	*	601	=	0	Estimated Hours Year 5
Total	100.0%		Total	=	601	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate		Estimated hours		Cost Per	
	(Calculated above)		(Calculated Above)		Year	
Year 1	\$54.16	*	240	=	\$13,019.76	Estimated Hours Year 1
Year 2	\$56.87	*	240	=	\$13,670.75	Estimated Hours Year 2
Year 3	\$59.71	*	120	=	\$7,177.14	Estimated Hours Year 3
Year 4	\$62.70	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$65.83	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$33,867.65	
			Direct Labor Subtotal before Escalation	=	\$32,549.40	
			Estimated total of Direct Labor Salary Increase	=	\$1,318.25	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**:	<u>David Preciado</u>	Title**:	<u>Principal Landscape Architect</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>10/13/2023</u>
Email**:	<u>david@reddyengineering.com</u>	Phone Number:	<u>(619) 887-0833</u>
Address:	<u>3160 Camino del Rio South, Suite 103, San Diego, CA 92108</u>		

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Landscape Planting & Irrigation Retrofit design services.

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
 Consultant **UNICO ENGINEERING INC**

Project No. **White Rock Road Class I Trail** Contract No. _____ Date **6/27/2023**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Survey Manager	Rob Markes	21	\$80.00	\$1,680.00
Party Chief	Staff	108	\$77.56	\$8,376.48
Rodman	Staff	108	\$74.18	\$8,011.44
Sr Land Surveyor	Ryan Ming	72	\$67.00	\$4,824.00
Land Surveyor	Todd Jordan	16	\$48.00	\$768.00
Land Surveyor	Roy Porter	40	\$38.50	\$1,540.00
Survey Technician	Staff	100	\$30.00	\$3,000.00

LABOR COSTS

Total Hours 465

a) Subtotal Direct Labor Costs \$28,199.92
 b) Anticipated Salary Increases (see page 2 for calculation) \$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$28,199.92

INDIRECT COSTS

d) Fringe Benefits (Rate: _____) e) Total Fringe Benefits [(c) x (d)] \$0.00
 f) Overhead (Rate: 135.75%) g) Overhead [(c) x (f)] \$38,281.39
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$38,281.39

FIXED FEE (Rate: 10.00%) **k) TOTAL FIXED FEE [(c) + (j)] x (q)]** \$6,648.13

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total

l) TOTAL OTHER DIRECT COSTS \$0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]

TOTAL COST [(c) + (j) + (k) + (n)] \$73,129.44

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

SAMPLE COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Cesar Montes de Oca Title *: President

Signature :  Date of Certification (mm/dd/yyyy) 06/27/2023

Email: cesar@unicoengineering.com Phone Number: 916-900-6623

Address: 110 Blue Ravine Rd. Ste 101, Folsom CA 95630

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Land Survey

EXHIBIT 10-I:
NOTICE TO PROPOSERS DISADVANTAGED
BUSINESS ENTERPRISE INFORMATION

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 15.00%**1. TERMS AS USED IN THIS DOCUMENT**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards **meeting** the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in **best qualified consultant's executed consultant contract**. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#)
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on [Access to the DBE Query Form](#) located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-K:
CONSULTANT CERTIFICATION OF
CONTRACT COST AND FINANCIAL
MANAGEMENT SYSTEM

EXHIBIT 10-O1:
CONSULTANT PROPOSAL DBE
COMMITMENT

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: Capital SouthEast Connector JPA 2. Contract DBE Goal: 15%
3. Project Description: White Rock Road Class I Trail Final Engineering Design & Right-of-Way Acquisition Services
4. Project Location: White Rock Road between East Bidwell Street in City of Folsom and Stonebriar Drive in El Dorado County
5. Consultant's Name: Dokken Engineering, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Landscape Architecture	46418	Reddy Engineering Services, Inc., DBA RE Services Vinay Reddy 3160 Camino Del Rio South, Suite 103 San Diego, CA 92108 510-409-2640 vinay@reddyengineering.com	5.36%
Stormwater Reports and Drainage Design	43459	Bennett Engineering Services Inc Jenn Goodwin 1082 Sunrise Avenue, Suite 100 Roseville, CA 95661 916-783-4100 Kcates@Ben-En.Com	13.68%
Topographic & Boundary Surveying and Right of Way Engineering	41342	UNICO Engineering, Inc. Cesar Montes de Oca 110 Blue Ravine Rd. Ste 101 Folsom, CA 95630 916-900-6623 cesar@unicoengineering.com	4.58%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION 23.62%	
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
21. Local Agency Representative's Signature	22. Date	12. Preparer's Signature	13. Date
		John A. Klemunes Jr	10/13/2023
23. Local Agency Representative's Name	24. Phone	14. Preparer's Name	15. Phone
		President	916-858-0642
25. Local Agency Representative's Title		16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

**EXHIBIT 10-O2:
CONTRACT DBE INFORMATION**

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Capital SouthEast Connector JPA 2. Contract DBE Goal: 15%
3. Project Description: White Rock Road Class I Trail Final Engineering Design & Right-of-Way Acquisition Services
4. Project Location: White Rock Road between East Bidwell Street in City of Folsom and Stonebriar Drive in El Dorado County
5. Consultant's Name: Dokken Engineering, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$1,595,635.39
8. Total Dollar Amount for **ALL** Subconsultants: \$578,088.83 9. Total Number of **ALL** Subconsultants: 6

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Landscape Architecture	46418	Reddy Engineering Services, Inc., DBA RE Services Vinay Reddy 3160 Camino Del Rio South, Suite 103 San Diego, CA 92108 510-409-2640 vinay@reddyengineering.com	\$85,591.51
Stormwater Reports and Drainage Design	43459	Bennett Engineering Services Inc Jenn Goodwin 1082 Sunrise Avenue, Suite 100 Roseville, CA 95661 916-783-4100 Kcates@Ben-En.Com	\$218,235.82
Topographic & Boundary Surveying and Right of Way Engineering	41342	UNICO Engineering, Inc. Cesar Montes de Oca 110 Blue Ravine Rd. Ste 101 Folsom, CA 95630 916-900-6623 cesar@unicoengineering.com	\$73,129.44
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			\$376,956.77
			23.62%
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			14. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  10/13/2023 15. Preparer's Signature _____ 16. Date _____ John A. Klemunes Jr 916-858-0642 17. Preparer's Name _____ 18. Phone _____ President 19. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

**EXHIBIT 10-Q:
DISCLOSURE OF LOBBYING ACTIVITIES**

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CEFA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes ☐ No ☐		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: John A. Klemunes, Jr., PE Title: President Telephone No.: (916) 858-0642 Date: 07/07/23		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

No Lobbying Activities to Disclose

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes ☐ No ☐		
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Signature: <u>Leo Rubio</u>		Digitally signed by Leo Rubio Date: 2023.06.22 15:20:22 -07'00'
Print Name: <u>Leo Rubio, PE</u>		
Title: <u>President and CEO</u>		
Telephone No.: <u>(916) 397-4481</u>		Date: <u>6/22/2023</u>
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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
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Signature: _____ Print Name: <u>Jeremy Zorne, PE, GE</u> Title: <u>Vice President</u> Telephone No.: <u>916.852.9118</u> Date: <u>6/26/23</u>		Authorized for Local Reproduction Standard Form - LLL

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None / Not Applicable		
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Signature: <u>Matthew D. Weir</u> Print Name: <u>Matthew D. Weir, P.E.</u> Title: <u>Vice President, Kimley-Horn and Associates, Inc.</u> Telephone No.: <u>916-859-3617</u> Date: <u>6/28/23</u>		Authorized for Local Reproduction Standard Form - LLL

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Signature: _____ Print Name: Paul Hart Title: Operations Manager Telephone No.: 916 773-1189 Date: 7/5/23		
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Signature: _____ Print Name: <u>Vinay Reddy</u> Title: <u>President</u> Telephone No.: <u>510-409-2640</u> Date: <u>6/26/23</u>		Authorized for Local Reproduction Standard Form - LLL

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COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

Standard Form LLL Rev. 04-28-06Page 1
May 8, 2013

ITEM 15

MEETING DATE: October 20, 2023

TITLE: Authorize the Executive Director to Execute an Agreement with Dokken Engineering, Inc. for Civil and Structural Design Services, Land Surveying, Environmental Support, Stakeholder Outreach, and Engineering Construction Support Services for the Connector Expressway on Grant Line Road for an Amount Not-to-Exceed \$4,204,500.28

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2023-26 authorizing the Executive Director to execute an agreement with Dokken Engineering for professional services related to the Connector Expressway on Grant Line Road.

BACKGROUND

- Section II A. of the JPA's Contracting and Purchasing Procedures Manual states that the Board of Directors shall award professional services contracts that exceed \$50,000.
- Resolution 2023-11, approved May 26, 2023, authorized staff to release a Request for Proposals ("RFP") Connector Expressway on Grant Line Road

SUMMARY OF PROCUREMENT

- The JPA advertised the RFP on ConnectorJPA.net, Public Notices were published in two newspapers of general circulation, and the RFP was e-mailed to an extensive list of consultants.
- The RFP was available June 1, 2023, and proposals were due no later than 4:00 p.m. on July 14, 2023.
- The JPA received two proposals, and a ranking committee comprised of JPA staff, City of Rancho Cordova, and Sacramento County evaluated the proposal for compliance with the requirements of the RFP. Both proposals were deemed responsive to the RFP for the requested services.

CONSULTANT SELECTION

While only two proposals were received, staff believes the competition was adequate, and there is no need to readvertise the RFP. Both consultant teams submitted proposals reflecting that they are highly qualified, and based on staff's inquiries, there is no basis to believe that readvertising the RFP would result in the submission of additional proposals.

Both firms were invited to interview based on the panel's initial rankings of the proposals. Interviews with the two firms were held on July 27, 2023. JPA, City, and County staff attended and participated in the interviews.

Based on the evaluation of the interviews, Dokken Engineering was considered the most qualified consultant based on their superior knowledge of the project objectives, constraints, and proposed project approach.

PROJECT SCOPE OF WORK ELEMENTS

The SouthEast Connector Expressway will reconstruct approximately 2.5 miles of Grant Line Rd, from Douglas Rd Boulevard to White Rock Rd, consistent with the Metropolitan Transportation Plan/Sustainable Communities Strategy ("MTP/SCS"). The scope of work includes coordination with the City of Rancho Cordova ("City") and the County of Sacramento ("County") to explore any potential construction phasing that would be consistent with the ultimate corridor plan and the Trade Corridor Enhancement Program.

Improvements will include horizontal and vertical alignment reconstruction to meet current geometric design standards for a 4-lane expressway and adjacent Class 1 trail, median, shoulders, intersection and drainage improvements, utility relocations, and structures.

South of Douglas Rd, an initial 2-lane reconstruction may occur depending on the outcome of coordination with the proposed MTP/SCS (planned to be adopted in Fall 2025). The MTP/SCS includes 4-lanes north of Douglas Rd.

The work limits are within the larger Segment D2 of the Connector and are environmentally cleared under CEQA and NEPA. Additionally, Caltrans will reevaluate NEPA and Federal Air Quality Conformity before allocating Construction Phase funds.

Quarterly Updates

Quarterly meetings with the County, City of Rancho Cordova, and STA will be scheduled at least three weeks before the JPA Board Meetings. Dokken Engineering will prepare



quarterly project status reports and will be available for questions at each JPA Board meeting.

FUNDING, SCHEDULE, AND BUDGET

Secured Funding

The JPA, the County, the City, and STA are coordinating a comprehensive funding strategy for the project's design, right-of-way, utility relocation, and construction. Additional funds are needed for initial construction, and right-of-way capital needs are unknown, but the following funds are secured:

- In June 2023, the California Transportation Commission awarded the JPA \$3M under the SB 1 Trade Corridor Enhancement Program ("TCEP") for Preliminary Engineering phase work from Douglas Road to White Rock Road.
- In June 2023, the City of Rancho Cordova adopted its Fiscal Year 2023/24 – 27/28 five-year Capital Improvement Plan wherein the City identified the project and \$1.6M is allocated to the JPA for the project.
- In June 2023, the Sacramento Transportation Authority adopted its Fiscal Year 2023/24 Budget, wherein \$6M is allocated to the JPA for the project.
- In June 2023, Sacramento County adopted its Fiscal Year 2023/24 Transportation Improvement Program, wherein \$2.2M is allocated to the JPA for the project.

Note: The CTC allocated TCEP funds for Preliminary Engineering phase work only from Douglas Road to White Rock Road, and non-state funds from STA, the City of Rancho Cordova, and the County will be utilized south of Douglas Rd to Chrysanthy Blvd.

Potential Future Funding

Staff has identified several sources of future potential funding for construction:

- Federal funding through Multimodal Project Discretionary Grant: \$25M
- Cycle 4 of the SB 1 Trade Corridor Enhancement Program: \$20M
- Regional Funding through the Maintenance & Modernization Program: \$7M
- Development impact fees associated with Frontage Improvements: \$6.6M



If sufficient construction funding is unavailable, the JPA, City, and County will explore value engineering alternatives and construction phasing that could be constructed with the available funding.

Schedule

Work on the preliminary engineering phase will begin immediately, and staff anticipates the CTC will take action on the Baseline Agreement and funding allocation at its December 6-7 meeting. Staff anticipates Cycle 4 of the TCEP program will open in late 2024, and if funding for the construction phase is secured, the project could break ground in 2026.

Budget

A scope of work and contract budget have been negotiated with Dokken Engineering. The scope of work and contract budget has been reviewed and approved by the County of Sacramento DOT staff and City of Rancho Cordova Public Works staff.

The amount to be paid to the consultant under the Agreement shall not exceed \$4,204,500.28. This amount includes a contingency for optional tasks if required. Funding for this contract has been allocated in the amended Fiscal year JPA Budget

ATTACHMENTS

- a. Resolution 2023-26
- b. Consultant Agreement



ITEM 15 a

RESOLUTION 2023-26

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT
WITH DOKKEN ENGINEERING FOR CIVIL & STRUCTURAL DESIGN SERVICES,
LAND SURVEYING, ENVIRONMENTAL SUPPORT, STAKEHOLDER OUTREACH,
AND ENGINEERING CONSTRUCTION SUPPORT SERVICES FOR GRANT LINE
ROAD FROM CHRYSANTHY BLVD TO WHITE ROCK RD**

BE IT RESOLVED by the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") that following allocation of funding from the California Transportation Commission's Trade Corridor Enhancement Program the Board hereby authorizes the Executive Director to enter into and agreement with Dokken Engineering for Civil & Structural Design Services, Land Surveying, Environmental Support, Stakeholder Outreach, and Engineering Construction Support Services for the Connector Expressway on Grant Line Road from Chrysanthy Blvd to White Rock Rd.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 20th day of October 2023, on a motion by

Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY

AGREEMENT

This AGREEMENT is made and entered into this ___ day of _____, 2023, at Sacramento, California, by and between the Capital SouthEast Connector Joint Powers Authority,¹ a joint powers authority, (hereinafter “Authority”), through its Executive Director, and **DOKKEN ENGINEERING, INC.**, a CALIFORNIA Corporation, (hereinafter “Consultant”).

RECITALS:

1. **WHEREAS**, Consultant represents that it is specially trained and/or has the experience and expertise necessary to competently perform the Scope of Work set forth in this Agreement; and
2. **WHEREAS**, Consultant is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. **WHEREAS**, the Authority desires to contract with Consultant to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Authority and Consultant mutually agree as follows:

1. **Time of Performance:** Consultant shall commence work upon execution of this Agreement. Consultant shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on **June 30, 2026**, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.

2. **Scope of Work:** Upon the execution of this Agreement, Consultant agrees to fully perform the work described in **Exhibit “A” – Scope of Work**.

Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment, and services customarily necessary to provide design services, and other services generally including, but not limited to, those tasks identified in **Exhibit “A”**, incorporated herein and made by reference a part hereof, to be issued in accordance with this Agreement.

In the event of any inconsistency between Exhibit “A” and other terms and conditions of this Agreement, Exhibit “A” shall control. The Authority reserves the right to review and approve all work to be performed by Consultant in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Consultant in writing for prior review and approval by the Authority's Executive Director. Approval shall not be presumed unless such approval is made by the Authority in writing.

¹ The full legal name of the Capital SouthEast Connector Authority is the “Elk Grove-Rancho Cordova-El Dorado Connector Authority.”

Deliverables for the specific items of work to be provided under the Scope of Work shall be as specified therein, shall be prepared using the software described in this Article, and shall be submitted in accordance with the timeframes specified in Exhibit "A", hereto. Modifications to the deliverables required and completion times specified in Exhibit "A", hereto or to the software requirements may only be made in accordance with the prior written approval of Authority's Executive Director.

In addition to the specific services identified in Exhibit A, hereto, this Exhibit "A" may also include Optional Tasks. Such Optional Tasks may supplement or modify the Scope of Work as identified in Exhibit A, hereto or may include, but not be limited to, additional items of work that are deemed critical by Authority's Executive Director to the furtherance of completing the Project. Before proceeding with any work concerning Optional Tasks under this Agreement, Consultant shall obtain written approval, authorization, and written notification to proceed from Authority's Executive Director, prior to commencement of the work. No payment will be made for any Optional Tasks performed prior to approval.

If a submittal or deliverable identified in Exhibit "A" is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2019 or AutoCAD Civil 3D 2019 format shall be used for submittal of plans or other similar documents as specified by the Authority. All digital photographs shall be submitted on USB Flash Drives in jpeg format with a minimum resolution of 2816 X 2112. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to Authority's computer and engineering applications and that are acceptable to the Authority. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by Authority's Executive Director.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

3. Standard of Quality: All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. Consultant warrants and represents to the Authority that Consultant shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession or are necessary and incident to the performance of the services and work Consultant performs under this Agreement. Consultant shall provide written proof of such licenses, permits, insurance and approvals upon request by the Authority. The Authority is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: Payment to Consultant by the Authority shall be made as set forth in **Exhibit "B" – Budget**. The amount to be paid to Consultant under this Agreement shall not exceed **Four Million Two Hundred Four Thousand Five Hundred Dollar and Twenty-Eight Cents (\$4,204,500.28)**, unless expressly authorized in writing by the Executive Director. In no instance shall the Authority be liable for any payments or costs for work in excess of this amount, nor for any

unauthorized costs. Consultant shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Consultant, as provided in this Agreement, shall be in compensation for all of Consultant's expenses incurred in the performance of work under this Agreement, including travel, per diem, and other direct costs, unless otherwise expressly so provided. Other direct costs include: filing fees and other fees fixed by law or assessed by courts and other agencies; courier and overnight delivery service; travel expenses, which consists of vehicle mileage only charged at the IRS business rate; investigation expenses (as pre-approved by the Authority); consultants' fees (as pre-approved by the Authority); and copy service fees. All costs and expenses shall be fully itemized at actual cost. No markup will occur on other direct costs.

6. Reporting and Payment: Consultant shall submit monthly billings in arrears to the Authority no later than the 10th of each month. Said billings shall indicate the number of hours worked by each of Consultant's personnel, a summary of work performed for each hour invoiced, and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. All bills shall include an invoice summary reflecting: 1) the original contract amount; 2) the total amount billed to date; 3) the remaining contract amount; and 4) the amount of the current bill. The billings shall include documentation of reimbursable expenses and billed items sufficient for the Authority, in its opinion, to substantiate billings. Authority shall notify Consultant within ten (10) working days following receipt of said billing of any circumstances or data identified by the Authority in Consultant's written billing which would cause withholding of approval and subsequent payment. Consultant shall be paid within forty-five (45) days after Authority approval of each billing; however, the Authority, shall withhold ten percent (10%) of the not to exceed amount in Section 5 of this Agreement until the successful completion of the scope of work and the delivery and acceptance by the Authority of all final products or deliverables. Consultant acknowledges that Authority is a public agency subject to certain limitations on payments for services rendered within a fiscal year and hereby agrees to submit invoices for work performed pursuant to this Agreement within one hundred twenty (120) days of performance of said work. Invoices submitted more than one hundred twenty (120) days after work is performed will not be paid unless approved by the Authority in its sole discretion. The Authority reserves the right to withhold payment of disputed amounts.

7. Independent Consultant: The Consultant, and the agents and employees of the Consultant, in the performance of this Agreement, shall act as and be independent Consultants and not officers or employees or agents of the Authority. Consultant, its officers, employees, agents, and subconsultants, if any, shall have no power to bind or commit the Authority to any decision or course of action, and shall not represent to any person or business that they have such power. Consultant has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Consultant in the performance of services under this Agreement. Consultant shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

- a. The Authority shall have the right to terminate this Agreement by giving Consultant fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Consultant at the address indicated in Section 17.

b. If the Authority issues a notice of termination:

- (1) Consultant shall immediately cease rendering services pursuant to this Agreement.
- (2) Consultant shall deliver to the Authority copies of all Writings, whether or not completed, which were prepared by Consultant, its employees or its subconsultants, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.
- (3) The Authority shall pay Consultant for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5 less any compensation to the Authority for damages suffered as a result of Consultant's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Consultant does not meet the terms or standards specified in this Agreement, then the Authority shall be obligated to compensate Consultant only for that portion of Consultant's services which is of benefit to the Authority.

9. Assignment: The parties understand that the Authority entered into this Agreement based on the professional expertise and reputation of Consultant. Therefore, without the prior express written consent of the Authority, this Agreement is not assignable by the Consultant either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement 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.

13. Consultants and Subconsultants: Consultant shall not subcontract any portion of the work without the prior express written authorization of the Authority. If the Authority consents to a subcontract, Consultant shall be fully responsible for all work performed by the subconsultant.

- a. The Authority reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or sub-contract shall require the Consultant and its subconsultants, if any, to:

- (1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace.
- (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
- (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Consultant or any subconsultant in performing work associated with this Agreement or any part of it.
- (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- (5) Permit the Authority and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. Indemnity: Consultant specifically agrees to indemnify, defend, and hold harmless the Authority, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement. The parties agree that Consultant's obligation to defend the Authority is limited to reimbursing the Authority for its costs and expenses (collectively "Costs") for defending a claim, as those Costs are incurred by the Authority. The parties further agree that the Authority will reimburse Consultant for that portion of the reasonable Costs incurred by Consultant in the defense of the Authority which are attributable to the Authority's active negligence, recklessness, or willful misconduct, as determined through settlement, arbitration, or litigation. Consultant shall pay all Costs that may be incurred by the Authority in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination or assignment of this Agreement.

15. Insurance Requirements: Consultant hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the described insurance coverage per Table 1.

Table 1: Insurance Requirements

POLICY	MINIMUM LIMITS OF LIABILITY
<u>Workers' Compensation; Employer's Liability</u>	Statutory requirements for Workers' Compensation; \$1,000,000 Employer's Liability.
<u>Comprehensive Automobile:</u>	Bodily Injury/Property Damage \$1,000,000 each accident.

Insurance Services Office, Form #CA 0001 covering Automobile Liability, code 1 (any auto).	
<u>General Liability:</u> Insurance Service Office Commercial General Liability coverage (occurrence Form #CG 0001).	\$2,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
<u>Errors and Omissions/Professional Liability:</u> Errors and Omissions liability insurance appropriate to the Consultant's profession as defined by the Authority.	Limit no less than \$2,000,000 per occurrence or claim.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, Authority requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

- a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by the Authority.
- b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the Authority, its directors, officers, employees and agents. Any insurance or self-insurance maintained by the Authority, its directors, officers, employees or agents shall be in excess of the Consultant's insurance and shall not contribute to it.
 - (2) Any failure by Consultant to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to the Authority, its directors, officers, employees or agents.
 - (3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Authority.
 - (5) Consultant hereby grants to Authority a waiver of any right to subrogation which any insurer of said Consultant may acquire against Authority by virtue of payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Authority has received a waiver of subrogation endorsement form the insurer.

- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the Authority.
- d. Certificate of Insurance and Additional Insured Requirement: Consultant shall furnish to the Authority an original Certificate of Insurance on a standard ACORD form, or other form acceptable to the Authority, substantiating the required coverages and limits set forth above and also containing the following:
 - (1) Thirty (30) days prior written notice to the Authority of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate; and
 - (2) The following statement with respect to the Commercial General Liability policy:
"The Elk Grove – Rancho Cordova – El Dorado Connector Authority and its directors, officers, employees and agents, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- e. Certified Copies of Policies: Upon request by the Authority, Consultant shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- f. Consultant's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude the Authority from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.

16. Audit, Retention and Inspection of Records:

- c. The Authority or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subconsultants, for the purpose of monitoring, auditing, or otherwise examining the Records. Consultant agrees to provide the Authority or its designees with any relevant information requested and shall permit the Authority or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable federal and state laws and regulations. Consultant further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- d. If so directed by the Authority upon expiration of this Agreement, the Consultant shall cause all Records to be delivered to the Authority as depository.

17. Project Managers: The Authority's project manager for this Agreement is the Executive Director unless the Authority otherwise informs Consultant. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the Authority's Project Manager at the following address:

Derek Minnema
Capital SouthEast Connector Joint Powers Authority
10640 Mather Blvd., Suite 120
Mather, CA 95655

Consultant's project manager for this Agreement is **Juann Ramos**. No substitution of Consultant's project manager is permitted without the prior written agreement of the Authority, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8 (a) above, any notice, report, or other communication to Consultant required by this Agreement shall be mailed by first-class mail to:

Juann Ramos, Vice President
Dokken Engineering, Inc.
110 Blue Ravine Road, Suite 200
Folsom, CA 95630

Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

18. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Authority to enforce at any time the provisions of this Agreement or to require at any time performance by the Consultant of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Authority to enforce these provisions.

19. Litigation: Consultant shall notify the Authority immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or the Authority, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Authority.

20. National Labor Relations Board Certification: Consultant, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a federal court which orders Consultant to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

21. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Consultant assures the Authority that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

22. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is the Authority's policy to comply with state and federal laws and regulations including Title VI

of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. The Authority does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. The Authority prohibits discrimination by its employees, Consultants and consultants. Consultant assures the Authority that it complies with, and that Consultant will require that its subconsultants comply with, the following non-discrimination and equal opportunity laws. Any failure by Consultant to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority may deem appropriate.

- a. Consultant and its subconsultants shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued.
- b. Consultant and its subconsultants shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Consultant and its subconsultants shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Consultant and its subconsultants will not unlawfully discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. Consultant and its subconsultants will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subconsultants will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission

implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Consultant will include the non-discrimination and equal employment opportunity provisions of this section (provisions a. through c. above) in all contracts to perform work funded under this Agreement.

23. Drug-Free Certification: By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Consultant who works under this Agreement shall:
 - (1) Receive a copy of Consultant's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Consultant's Statement as a condition of employment on this Agreement.

24. Union Organizing: By signing this Agreement, Consultant hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Consultant will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Consultant will not meet with employees or supervisors on the Authority's or state property if the purpose of the meeting is to assist, promote or deter union organizing, unless the property is equally available to the general public for meetings.

25. Debarment, Suspension, and Other Responsibilities: Consultant certifies and warrants that neither the Consultant firm nor any owner, partner, director, officer, or principal of Consultant, nor any person in a position with management responsibility or responsibility for the administration of funds:

- a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
- b. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph “b” above.
- d. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

26. Cost Principles and Administrative Requirements

- a. The Consultant agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- b. The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the Consultant to Authority.
- d. When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

27. Audit Review Procedures

- a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Authority.

- b. Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by Authority of unresolved audit issues. The request for review will be submitted in writing.
- c. Neither the pendency of a dispute nor its consideration by Authority will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
- d. Consultant and subconsultant agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, Authority, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by Authority's Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the agreement by this reference if directed by Authority at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, Authority or local governments have access to CPA work papers, will be considered a breach of agreement terms and cause for termination of the agreement and disallowance of prior reimbursed costs.
- e. Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the Authority Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
 - i. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, Authority will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines

of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- ii. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
 - iii. If the Consultant fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
 - iv. Consultant may submit to Authority final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Authority; and (3) IOAI has issued its final ICR review letter. The Consultant must submit its final invoice to the Authority no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between Authority and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

28. Conflicts of Interest: Consultant shall not enter into any contract or agreement during the term of this Agreement which will create a conflict of interest with Consultant's duties to the Authority or that in any way compromises the services to be performed by Consultant under this Agreement. A conflict of interest arises when Consultant directly, or indirectly renders services, or undertakes any employment or consulting agreement with a third party with whom the Authority's interests are adverse. A personal conflict of interest arises in situations where

financial or other personal or professional considerations compromise Consultant's objectivity, professional judgment and/or ability to perform services pursuant to the terms of this Agreement. Consultant shall immediately notify the Authority of any potential conflicts of interest upon becoming aware of the conflict including any contracts or potential contracts with landowners directly adjacent to the Connector alignment or any contracts or potential contracts with member agencies of the Authority wherein the interests of the parties are adverse. If such conflicts are discovered during the term of this Agreement, Authority may, in Authority's sole discretion, terminate this Agreement.

29. Political Reform Act Compliance: Consultant is aware and acknowledges that certain Consultants that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Consultant agrees that any of its officers or employees deemed to be "consultants" under the Act by the Authority, as provided for in the Conflict of Interest Code for the Authority, shall promptly file economic disclosure statements for the disclosure categories determined by the Authority, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

30. Campaign Contribution Disclosure: Consultant has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed Levine Act Disclosure Statement attached hereto as Exhibit C.

31. Prohibition of Expending Local, State, or Federal Funds for Lobbying

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or Authority appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

C. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

32. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

33. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

34. Integration: This Agreement represents the entire understanding of the Authority and Consultant as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

35. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

36. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

37. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

38. Ownership; Permission:

- a. Consultant agrees that all work products, including but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of the Authority, provided that Consultant may retain file copies of said work products. Consultant shall provide said work products to the Authority upon request.
- b. Consultant represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Consultant or that all required permissions and license agreements have been obtained and paid for by Consultant; and (ii) the Authority is free to use, reuse, publish

or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit A. Consultant shall defend, indemnify and hold harmless the Authority and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

39. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY

DEREK MINNEMA
Executive Director

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG LLP
Legal Counsel to the Authority

DOKKEN ENGINEERING, INC.

John A. Klemunes, Jr.
President

Attachments:

Exhibit A: Scope of Work
Exhibit B: Budget
Exhibit C: Levine Act Disclosure Statement
Exhibit D: Debarment Certification

EXHIBIT A:

SCOPE OF WORK

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SCOPE OF WORK FOR
Segment D2a – Engineering Design & Right of Way
Acquisition Services



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Scope of Work

The Dokken Engineering Team (CONSULTANT) will perform professional and technical engineering and environmental services to prepare preliminary engineering, environmental permitting, right of way acquisition services, final PS&E, and provide construction support for the Capital Southeast Connector Segment D2a project.

TASK 1.0 | PROJECT MANAGEMENT

Task 1.1 | General Administration and Coordination

CONSULTANT will designate a Project Manager to oversee all aspects of the project. The CONSULTANT Project Manager will manage the full scope of services and ensure all components of the project meet federal, state and local design and contract requirements. The CONSULTANT Project Manager will coordinate directly with the JPA Project Manager regarding the project as well as all stakeholders and subconsultants.

Task 1.2 | Project Meetings

CONSULTANT will organize, attend, and facilitate meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. For each meeting, CONSULTANT will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting minutes. CONSULTANT will consult with the JPA's Project Manager prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this phase project:

Kickoff Meeting – At the start of the project, CONSULTANT will organize a kickoff meeting with all key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues and obtain consensus on task durations, particularly reviews and overall schedule. The kickoff meeting will ensure that everyone on the project team is on the same page regarding project delivery and execution.

PDT Meetings – The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include CONSULTANT'S Project Manager and task leads as needed, JPA and City and County staff, and other stakeholders as necessary. Monthly PDT meetings will be held with JPA staff and quarterly meetings will be held with City and County staff and other stakeholders. The quarterly meetings will occur two weeks prior to JPA Board meetings. CONSULTANT will prepare two-page quarterly project update/status reports.

Technical Coordination Meetings – CONSULTANT will coordinate technical issues with the JPA and others through meetings and correspondence. CONSULTANT will prepare for and facilitate technical meetings, as necessary.

- ◀ Deliverables: Meeting Notices, Meeting Agendas, Meeting Minutes, and Quarterly Project Update/Status Reports

Task 1.3 | Landowner/Stakeholder Outreach/Public Outreach

CONSULTANT will work with the JPA to develop and maintain a stakeholder database throughout the project's duration. This database will include stakeholder name, contact information as well as the preferred method of contact and potential key concerns and/or areas of interest in the project. Stakeholders include (but are not limited to):

- Adjacent property owners
- City of Rancho Cordova
- County of Sacramento
- Caltrans (District 3)
- Neighborhood Associations
- Developers
- Regulatory Agencies
- Fire and Emergency Response Organizations

The team will conduct stakeholder coordination meetings with these groups to update them on the status of the project, obtain current information that may influence project decision making, and resolve issues of mutual project interest to seek common ground. Stakeholder engagement will create parameters to discuss exactly what the project will entail and illustrate main features and impacts.

CONSULTANT will organize and attend up to one (1) public information meetings with JPA staff, stakeholders, and appropriate team members to update the public and interested parties of the project status and to obtain information from the public. The meeting will be held using the open house format. The format of an open house is informal, allowing attendees to speak directly with JPA staff and CONSULTANT about their thoughts on the Project. The timing of the public meeting will be determined based on coordination with the JPA.

CONSULTANT will schedule and make all necessary arrangements for the meeting facilities, issue meeting notices, and prepare all necessary meeting exhibits, handouts, and other materials. All distributed materials will be provided in Spanish language and/or bilingual interpretation services will be provided for the meetings. CONSULTANT will provide a summary of the public comments from the meetings and provide a written response for use by the JPA.

CONSULTANT will prepare computer model simulation and renderings for up to two (2) selected location along the alignment. CONSULTANT will prepare a static rendering from a chosen perspective as well as an animated computer simulation. The renderings and simulations will be shown at the public meeting and as part of other outreach efforts.

- ◀ Deliverables: Meeting Summaries, Public Meeting Materials and Exhibits, Project

Renderings (2), Animated Computer
Simulation

Task 1.4 | Caltrans/CTC Documentation

CONSULTANT will prepare of reports for compliance with Caltrans and CTC requirements. The written reports will include a summary of overall project status, accomplishments to date, current and upcoming project activities, project risk, critical issues, and schedule updates. CONSULTANT will complete necessary Caltrans Local Assistance and CTC forms.

- ◀ Deliverables: Caltrans and CTC Documentation

Task 1.5 | Monthly Invoice and Progress Reports

CONSULTANT will prepare monthly invoices of expenditures for the Project. CONSULTANT will prepare progress reports to record the progress of the project and as supporting data for invoices presented monthly to the JPA. The Progress Report will include accomplished tasks for the month, anticipated progress for the next month, pending issues and schedule completion target dates. CONSULTANT will include the progress reports with delivery of the monthly invoices. Separate invoices and progress reports will be prepared for White Rock Road to Douglas (TCEP funded) and Douglas Road to Chrysanthy Blvd (locally funded).

- ◀ Deliverables: Monthly Invoices and Progress Reports

Task 1.6 | Project Schedule

CONSULTANT will provide a detailed project baseline schedule, indicating milestones, major activities and deliverables, to the JPA for review and comments, and will update the schedule on a monthly basis, to coincide with the PDT meetings, or as required.

- ◀ Deliverables: Project Schedule

Task 1.7 | Quality Control

CONSULTANT will have a quality control plan in effect during the entire course of the project and will develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans will also be checked, corrected and back checked for accuracy and completeness. CONSULTANT will review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards. CONSULTANT will submit quality control review documents to the JPA with submittals.

- ◀ Deliverables: Quality Control Plan, Quality Control Documents

Task 1.8 | Project Decision Log

CONSULTANT will prepare a comprehensive project decision log to keep track of project decisions. The log will be a living document to be updated throughout the entire development of the project. The decision log will identify the category of the decision (i.e., design, right of way, utilities, construction, etc.), who made the decision (i.e., JPA, City of Rancho Cordova, Sacramento County, PDT, etc.), date of the decision, any impacts of the decision, and any follow-up actions required.

◀ Deliverables: Project Decision Log

TASK 2.0 | SURVEYING AND RIGHT OF WAY MAPPING

Task 2.1 | Survey Control

CONSULTANT will confirm and expand existing project control along the Segment D2a project alignment. This will include GPS, conventional and level loop surveys of control to be used for the project. CONSULTANT will prepare a control report, closures and control diagram of all primary controls to be used for the project. CONSULTANT will set durable control points along the project limits and just beyond for utilization of future surveys and construction control.

◀ Deliverables: Quality Control Plan

Task 2.2 | Obtain Title Reports/Title Research (9 Reports)

CONSULTANT will obtain nine (9) title reports for all affected properties. The CONSULTANT right of way team will perform all necessary research for each parcel being acquired. Agents may resolve or oversee resolution of problems relating to unusual circumstances regarding title or ownership and uncover any flaws, noting any exceptions pertaining to property such as mortgage liens, restrictions, easements, and rights of way.

◀ Deliverables: 9 Preliminary Title Reports

Task 2.3 | Right of Way and Boundary Mapping

CONSULTANT will review Pre-Construction Record of Survey and update, as necessary. Newer development in the project vicinity will require research and field surveys to update the Pre-Construction Record of Survey and base map. CONSULTANT will obtain all necessary permits for survey work within the right of way. Design team will provide current title reports for all private properties impacted by the project. Field surveys will be performed to locate monuments, pins, wells and other boundary markers necessary to resolve and map right of way and adjoining parcels. An overall LANDNET base map will be prepared as the basis of the right of way and parcel boundaries. Base map will be prepared with sufficient detail and accuracy to be applicable to the development of plats and legal descriptions during later phases of the project.

- ◀ Deliverables: Right of Way and Boundary
Base LANDNET Map

Task 2.4 | Supplemental Ground Topographic and Utility Surveys

CONSULTANT will perform supplemental ground surveys to augment the aerial based topographic survey mapping. Anticipated items requiring supplemental ground surveys include, but are not limited to roadway realignment surveys, cross-sections, conform surveys, curbs, gutters, sidewalks, structures, drainage, fences, signs, poles, signals, overhead wires, lights, gas, water, electrical, valves, vaults, storm drain structures and manholes, sewer manholes, fiber and other visible utilities, including Teichert Construction's below road conveyor system. CONSULTANT will perform measure downs to relative storm drain and sewer structures and manholes for depth, invert, pipe size and flow direction. CONSULTANT will map and mesh all supplemental topographic features into the main aerial topographic survey base file.

- ◀ Deliverables: Topographic Survey Base File,
3D Surface, Utility Mapping, Points Files

TASK 3.0 | ENGINEERING STUDIES

Task 3.1 | Drainage Report

CONSULTANT will establish the hydrology for 11 new watersheds and gather information on 3 watersheds which have already been analyzed utilizing SacCalc models and will establish the hydraulics for 14 crossings using HEC-RAS models. The SacCalc model and HEC-RAS model will be revised based on project grading and alignment.

CONSULTANT will update hydromodification mitigation model (SAHM) for pre and post conditions and verify that flood control mitigation is sufficient for hydromodification or identify additional storage needed.

CONSULTANT will create LID drainage management areas and calculations for each location road drains to natural waters, and to account for storm water quality.

CONSULTANT will prepare a Draft and Final Drainage Report for the entire project segment to document the hydrologic and hydraulic analysis and will provide a detailed discussion of the following: existing conditions and facilities in the project area, the on- and off-site hydrologic analyses, existing and post-project drainage patterns, conditions and any issues of special concern or significance, results of the on- and off-site hydraulic analyses, and any issues of special concern or significance.

CONSULTANT will coordinate as necessary with City of Rancho Cordova and Sacramento County regarding any necessary changes to the agency's overall Drainage Master Plan due to the project. Revisions to the agency master plans is not included.

- ◀ Deliverables: Deliverables: Draft and Final Drainage Report, CAD linework for exhibits, PDF files for soils and land use exhibit creation, and link to .zip file containing all models and LID calcs.

Task 3.2 | Geotechnical Design/Materials Report (GD/MR)

CONSULTANT will explore and evaluate the subsurface conditions along the project alignment and provide design-level geotechnical recommendations to support project design. This investigation will include a field exploration program, geotechnical laboratory testing, engineering analysis, and preparation of a Draft and Final Geotechnical Design/Materials Report (GD/MR). To prepare the report, CONSULTANT will:

- Review available preliminary design plans to select exploration locations.
- Perform a site reconnaissance to review project limits, existing conditions, and to determine exploration equipment access.
- Mark out exploration locations in the field for subsequent utility clearance.
- Due to the depth of static groundwater level, no Sacramento County environmental health permitting for test borings is anticipated to be required for this project.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two business days (as required by law) prior to performing exploratory excavations at the site. We assume permits (encroachment permits including traffic control plan, environmental permits, etc.) will be secured by Dokken Engineering prior to our field explorations.
- Provide traffic control measures during field operations as needed in accordance with Sacramento County's or the City of Rancho Cordova's encroachment permit requirements.
- Perform up to 35 exploratory borings.
- Borings will be performed using a truck-mounted drill-rig equipped with solid-stem and/or hollow-stem-auger equipment.
- Perform up to 30 exploratory test pits with a backhoe along the roadway/trail alignment. Planned excavation depths will range from approximately 5 to 10 feet based on conditions encountered.
- Borings and test pits are anticipated to be performed in private properties adjacent to the existing heavily traveled, narrow two-lane roadway. This will provide data in the proposed areas of improvement, significantly reduce the requirement for traffic control services, and provide a safer work environment for field personnel.

- Perform 8 infiltration test borings at proposed basin locations. Planned infiltration test boring depths will range from approximately five to ten feet based on based on conditions encountered and proposed basin depths.
- Obtain representative disturbed and undisturbed soil samples using a driven Standard Penetration Test (SPT) sampler and California Modified sampler.
- Log the exploratory borings and test pits in accordance with the latest Caltrans Soil and Rock Logging, Classification, and Presentation Manual.
- Perform up to 16 pavement cores of the existing Grant Line Road pavement section to check the thickness of the existing asphalt and aggregate base layers of the roadway structural section. Asphalt coring is anticipated to take 2 days to complete.
- Provide traffic control services for asphalt coring activities. Traffic control is anticipated to consist of a lane closure with flaggers according to the requirements of the Caltrans MUTCD. The traffic control is not anticipated to require setting up of message boards or similar activities prior to the days of investigation.
- Upon completion of the test pits and shallower borings, backfill with the excavated soil. Borings 30 feet or deeper will be grout backfilled and capped with native soil. Asphalt cores will be capped with cold-patch asphalt concrete or cement grout dyed black. We do not expect hot mix asphalt patching will be required for small-diameter asphalt cores not in the roadway wheel paths (roadway is to be replaced in the near future as part of the overall Capital SE Connector project). If hot mix asphalt patching is required for patching asphalt cores significant additional fees will be required.
- Excess soil cuttings will be spread at the boring and test pit locations.
- Perform laboratory tests to evaluate pertinent geotechnical parameters.
- Analyze field and laboratory data and prepare a GD/MR.

CONSULTANT will submit a draft report for design team review. CONSULTANT will address comments prior to finalizing the report.

◀ Deliverables: Draft and Final Geotechnical Design/Materials Report

Task 3.3 | Foundation Report

CONSULTANT will explore and evaluate the subsurface conditions at the proposed bridge location and provide design-level geotechnical recommendations to support project design. This investigation will include a field exploration program, geotechnical laboratory testing, engineering analysis, and preparation of a Draft and Final Foundation Report (FR). To prepare the report, CONSULTANT will:

- Review available preliminary design plans to select exploratory boring locations.
- Perform a site reconnaissance to review project limits, existing conditions, and to determine drill rig access.

- Mark out exploratory boring locations in the field for subsequent utility clearance.
- Due to the depth of static groundwater level, no Sacramento County environmental health permitting for test borings is anticipated to be required for this project.
- Notify subscribing utility companies via USA a minimum of 48 hours (as required by law) prior to performing exploratory excavations at the site. We assume permits (encroachment permits including traffic control plan, environmental permits, etc.) will be secured by Dokken Engineering prior to our field explorations.
- Traffic control measures are not anticipated to be required; the borings are anticipated to be performed in private property adjacent to the roadway right-of-way.
- Perform up to 3 exploratory borings up to 75-foot depth (depending on soil conditions encountered). Borings will be performed using a truck-mounted drill-rig equipped with solid-stem and/or hollow-stem-auger and/or mud rotary equipment.
- Obtain representative disturbed and undisturbed soil samples using a driven SPT sampler and California Modified sampler.
- Log the exploratory borings and test pits in accordance with the latest Caltrans Soil and Rock Logging, Classification, and Presentation Manual.
- Upon completion, backfill the borings with cement grout and top with soil cuttings.
- Excess soil cuttings will be disposed of onsite. Drilling fluids used will be containerized and appropriately disposed of off-site.
- Perform laboratory tests to evaluate pertinent geotechnical parameters.
- Analyze field and laboratory data and prepare a FR.

CONSULTANT will submit a draft FR for design team review. CONSULTANT will address any comments prior to finalizing the FR. LOTBs will be provided in PDF format for inclusion on the project plans.

◀ Deliverables: Draft and Final Foundation Report

Task 3.4 | Phase II Hazardous Waste Testing

CONSULTANT will provide the following scope of services:

- Advance 18 soil borings on the shoulders of Grant Line Road between White Rock Road and Chrysanthy Boulevard at approximate 1,000-foot intervals on alternating sides of the road using hand-auger sampling equipment. Soil samples will be collected at depth intervals of 0 to 1 and 1 to 2 feet from each boring. Soil samples will be collected from the hand auger and transferred to Ziploc® re-sealable plastic bags. The soil samples will be field homogenized and subsequently labeled, placed in an ice chest, and delivered to the analytical laboratory under standard chain-of-custody documentation. The borings will be backfilled with the excavated soil materials. General soil types encountered in the borings will be noted on the daily field log.

- Advance three borings on the shoulder of Grant Line Road near the American River Aggregate Substation using hand-auger sampling equipment. Soil samples will be collected into stainless steel sample tubes at depth intervals of 0 to 1 and 1 to 2 feet from each boring and submitted to the analytical laboratory as described above.
- Collect eight surface soil samples on the shoulders of Grant Line Road near the abandoned orchard using hand-auger sampling equipment. Soil samples will be collected into 4-ounce glass jars or stainless-steel sample tubes and submitted to the analytical laboratory as described above.
- Perform quality assurance/quality control procedures during the field exploration activities. These procedures will include decontamination of sampling equipment before each sample is collected and providing chain-of-custody documentation for each soil sample submitted to the laboratory. The soil sampling equipment will be decontaminated between each sample by washing the equipment with an Alconox® solution followed by a double rinse with deionized water. The rinsewater will be discharged to ground surface areas within the right-of-way which do not slope to drainage inlets or surface water bodies.
- Analyze each soil sample collected on the shoulders of Grant Line Road between White Rock Road and Chrysanthy Boulevard for total lead following EPA Test Method 6010B (36 samples).
- Analyze samples with total lead concentrations between 50 and 1,000 milligrams per kilogram (mg/kg) for soluble lead using the WET method, EPA Test Method 7000, where necessary (assume 16 samples).
- Analyze soil samples with total lead concentrations greater than 1,000 mg/kg for TCLP soluble lead, where necessary (assume 4 samples).
- Analyze each soil sample collected on the shoulders of Grant Line Road near the American River Aggregate Substation for heavy metals, diesel-range and motor oil-range organics, polyaromatic hydrocarbons, and polychlorinated biphenyls. Select samples may be analyzed for soluble metals based on the results of the total metals analysis (6 samples).
- Analyze each soil sample collected on the shoulders of Grant Line Road near the abandoned orchard for organochlorine pesticides following EPA Test Method 8081A and total arsenic following EPA Test Method 6010B (8 samples).
- Prepare a summary report to present our findings and conclusions.

CONSULTANT will submit a Limited Soil Sampling and Analysis Report.

◀ Deliverables: Limited Soil Sampling and Analysis Report

Task 3.5 | Stormwater Documentation

CONSULTANT will develop designs for the required treatment of stormwater runoff for Segment D2a. CONSULTANT will prepare stormwater calculations using Sacramento County standards. CONSULTANT will prepare a memorandum to document the stormwater analysis and calculations.

- ◀ Deliverables: Stormwater Quality
Memorandum, Sacramento County
Stormwater Calculations, BMP Design

Task 3.6 | Traffic Analysis

CONSULTANT will utilize previously prepared focused intersection analyses for each of the five (5) intersections included in the project. These prior efforts included forecasting year 2040 traffic volumes and establishing conceptual intersection geometrics necessary to achieve the desired operations. These deliverables will serve as the baseline for all traffic volume needs and development. CONSULTANT will complete one field visit to observe intersection lane configurations, vehicle storage lengths, existing traffic control, speed limits, lane utilization, adjacent land uses, and other readily apparent features.

CONSULTANT will obtain up to five (5), weekday peak-period intersection turning movement counts at the five project intersections. These counts will be conducted on a typical weekday between the hours of 7-9 AM and 4-6 PM, when area schools are in session. Because the project includes the consideration of a phased Connector D2a project it will be necessary to have the ability to project/interpolate interim year traffic volumes for use in that evaluation. These new baseline/existing volumes will enable that approximation in concert with the previously established future year (2040) volumes.

Interim Year Conditions

The consideration of an interim year will enable the consideration of a phased Connector D2a project. This effort is intended to assist in the sequencing and implementation of the Ultimate conditions to ensure compatibility and reasonable constructability. These volume conditions will be established using the above noted existing volumes and the agreed upon future year (2040) volumes. Due to the unknown configuration of an interim Connector D2a project, this Scope of Services includes consideration of up to three (3) alternate configurations of the project corridor's intersections.

Future Year (2040) Conditions

As noted, these volume conditions were previously established in concert with the Connector JPA. Based on the refinements and potential input from the applicable agencies, these year 2040 conditions may be modified to reflect the various requirements. Although anticipated to be nominal, this task includes minor modifications to the previously completed forecasts and associated technical analyses.

The traffic operations analyses will be completed for the five (5) project intersections. LOS will be determined using methods defined in the Highway Capacity Manual, using appropriate traffic analysis software (Synchro®) and analysis procedures consistent with the Connector's current, published guidelines.

The primary purpose of this analysis will be to identify the necessary lane configuration, auxiliary lane storage lengths, and traffic signal phasing parameters. CONSULTANT will analyze the weekday AM and PM peak-hour conditions to identify the desirable intersection lane configurations to achieve the Connector's operational thresholds. Queuing will be approximated using the Synchro® computer software. 95th percentile vehicle queues will be used to inform vehicle storage lengths. To the extent the phased Connector D2a project contemplates a two (2) lane facility, this Scope of Services includes segment volume screening to assist with the selection of segment capacities and the associated design life considerations.

Efforts completed in this task will be documented in technical memorandum format with graphics. CONSULTANT will prepare and submit an electronic (PDF) version of the Draft Memorandum for review. CONSULTANT will address any comments prior to finalizing the memorandum.

◀ Deliverables: Draft and Final Traffic Analysis Memorandum

Performance Measures Traffic Analysis

CONSULTANT will prepare supporting technical information for future funding applications. This information is focused on project benefits metrics, in particular induced demand, Vehicle Miles Traveled (VMT), and Greenhouse Gas (GHG) emissions. The efforts to quantify these benefits metrics will include project/segment-specific analyses.

CONSULTANT will participate in a coordination meeting to discuss these efforts. As an outcome of this meeting, CONSULTANT will prepare a scoping memorandum in which the specific tasks required to provide the desired benefits metrics in support of the various grant applications and programs will be documented.

Consistent with the scoping memorandum, CONSULTANT will develop a draft report that summarizes the project performance benefits metrics and findings. This report will combine studies, analyses, and technical memoranda, and will include additional findings and discussions from project meetings. Subsequently, CONSULTANT will address one set of consolidated, non-conflicting comments on the draft report and provide the resultant version of the final document to the JPA.

◀ Deliverables: Draft and Final Performance Measures Report

TASK 4.0 | RIGHT OF WAY ENGINEERING

Task 4.1 | Permit to Enters

CONSULTANT will obtain Permit to Enters from each of the private properties to perform necessary field investigations, including topographic survey, right of way mapping, and geotechnical investigations. CONSULTANT will prepare exhibits and a letter showing the property owner the area where access is necessary and identify the type of activities that will take place on their property. As necessary, CONSULTANT will meet with the property owners to discuss the field investigations to assist in obtaining access.

◀ Deliverables: Permit to Enters

Task 4.2 | Right of Way Requirements Map

CONSULTANT will prepare Right of Way Requirements Maps based on the right of way requirements for Segment D2a. The Right of Way Requirements Maps will define all existing right of way and easements as well as property acquisitions and easement areas required for the project. CONSULTANT will submit the Requirement Maps to the JPA for review and approval.

◀ Deliverables: Right of Way Requirement Maps

Task 4.3 | Property Owner Exhibits

Using the completed Right-of-Way mapping, together with the design layout, CONSULTANT will prepare Property Owner Exhibits for each of the proposed acquisitions to be used by the Appraiser during the appraisal process and the Right of Way Team when negotiating with the landowner. The Property Owner Exhibits will provide the limits of take areas, detail impacts to any improvements located within the project area and specify any construction contract work that may be necessary. Where possible, adjacent properties with common ownership will be combined when generating Property Owner Exhibits.

◀ Deliverables: Property Owner Exhibits

Task 4.4 | Plat and Legal Descriptions

CONSULTANT will provide right of way support, as necessary. This will include preparing plats and legal descriptions for properties requiring additional right of way and/or easements, including Temporary Construction Easements (TCE) along the project corridor. The JPA has identified five (5) property owners along the alignment that comprise ownership of nine (9) separate parcels that will require right of way take. The exact number and locations will be determined upon design and project needs. It is understood that design team will prepare the right of way requirements map, appraisal maps and all property owner exhibits. CONSULTANT will prepare two (2) plats and legal descriptions for each of the 9 properties impacted by the project for right of way take and TCE, for a total of eighteen (18) plats and

legal descriptions. In addition, CONSULTANT will prepare an additional eight (8) plats and legal descriptions for consolidation and relocation of overhead and underground electrical and communications facilities that lie east of Grant Line Road. CONSULTANT will prepare preliminary PDF Plats, Legal Descriptions and closure calculations for review. Upon approval, CONSULTANT will prepare final signed and stamped PDF Plats and Legal Descriptions.

- ◀ Deliverables: PDF Plats and Legal Descriptions (26 Total)

TASK 5.0 | UTILITY COORDINATION

Task 5.1 | Utility A Letters

CONSULTANT will prepare draft Utility “A” letters for JPA review and incorporation to JPA letterhead. CONSULTANT will then submit “A” letters to applicable agencies and utility providers then document responses in a “Utility Response Table” in Excel format.

- ◀ Deliverables: Utility A Letters, Utility Tracking Matrix

Task 5.2 | Utility Potholing

Depending on the proximity to potential physical conflicts, potholing of existing underground facilities may be necessary to positively locate the utility. CONSULTANT will provide approximately twelve (12) potholes as required to locate/verify utility facilities.

- ◀ Deliverables: Pothole Report

Task 5.3 | Utility B Letters with Conflict Maps

Once the existing utility information is compiled, CONSULTANT will prepare a summary of potential utility impacts to be included in the Utility “B” letters. CONSULTANT will verify whether the utility company has prior rights to the right-of-way. CONSULTANT will prepare conflict mapping associated with the Segment D2a improvements to be sent to each utility company showing their facilities and anticipated conflicts.

- ◀ Deliverables: Utility B Letters, Conflict Maps

Task 5.4 | Utility Agreements

In the event that there is a cost sharing agreement or the need for reimbursement between the JPA and any of the utility companies, CONSULTANT will prepare utility agreements. The agreements will be submitted to the JPA and utility company for review and approval.

- ◀ Deliverables: Utility Agreements

Task 5.5 | Utility C Letters

CONSULTANT will send Utility “C” Letters and coordinate with any impacted utility companies for their relocation plans. It is anticipated that no utility agreements for any relocations will be required for Segment D2a.

◀ Deliverables: Utility C Letters, Relocation Plans

TASK 6.0 | PRELIMINARY ENGINEERING DESIGN

Task 6.1 | 30% Plans and Estimate

CONSULTANT will prepare 30% preliminary plans for the overall corridor. The intent of the 30% plans is to gain consensus on the project components and improvements. CONSULTANT will submit the 30% plans to the JPA for comment. The following plan sheets will be included in this submittal:

The title sheet will include an index of sheets, project description, location map, and limits of work.

The typical sections will include original ground, traveled way, shoulders, cut/fill slopes, drainage ditches and right of way.

The plan/profile sheets for the corridor will be at a 1" =50' and conform to the requirements established by the JPA. The sheets will include the preliminary geometric data required to construct the project. Horizontal callouts will include a centerline station, bearings/distances of tangents, horizontal curve data, conform stations, angle points, roadway dimensions, and the identification of any physical features such as curb and gutter, edge of pavement, asphalt concrete dike, and fences. Proposed right of way will be identified.

Utility sheets will show existing utilities based on the as-built information. Proposed project improvements will be added to show possible conflicts.

Drainage design will be shown on drainage plans and will include existing drainage features, inlet/manhole locations with station and offset, pipe layouts and sizes, ditch alignments, basins, rock slope protection, and end treatments where appropriate. Drainage details will be identified on the detail sheets for details not covered by standard plans.

Pavement delineation and signing plans will be added to identify trail striping and signing. Pavement delineation and signing will conform to the latest edition of the California MUTCD.

CONSULTANT will prepare a cost estimate based on quantity takeoffs and current unit prices. A contingency will be included to allow for any pricing to vary at the time of construction and for any necessary design adjustments.

◀ Deliverables: 30% Plans and Estimate

Task 6.2 | 60% Plans and Estimate

CONSULTANT will prepare 60% plans for the overall corridor based on the 30% review. CONSULTANT will prepare a response to comments matrix with each comment received and response regarding how the comment was addressed/incorporated.

CONSULTANT will update the cost estimate based on quantity takeoffs and current unit prices. A contingency will be included to allow for any pricing to vary at the time of construction and for any necessary design adjustments.

◀ Deliverables: 60% Plans and Estimate

Task 6.3 | Exhibits/Renderings (Optional)

To communicate the design and intent of the project to the project stakeholders, CONSULTANT will prepare exhibits to support the stakeholder meetings. The exhibits will vary in size from 11"x17" to large strip maps and will generally be printed in color. Up to eight renderings can also be prepared, as needed, to assist with the visualization of the post project condition.

◀ Deliverables: Exhibits/Renderings

Task 6.4 | Value Engineering

CONSULTANT will review and evaluate the project design to assess potential cost saving measures during development of the 60% design. CONSULTANT will work with the JPA, City, and County to develop and evaluate construction phasing alternatives consistent with the ultimate Connector improvements, TCEP Program, and the SACOG MTP/SCS. The phasing alternatives will minimizing throwaway costs while efficiently utilizing the available funding. Results from the Value Engineering task will help determine the scope of the Final Design task.

◀ Deliverables: Value Engineering
Memorandum and Phased Project Exhibits

TASK 7.0 | ENVIRONMENTAL COMPLIANCE

Task 7.1 | Environmental Technical Study Revalidation

As portions of the Class I trail, access roads, utility easements, and detention basins will likely be outside of the approved Project Area, revalidations to the environmental studies are required by Caltrans. The following technical studies were prepared and a complete record of changes to the project description, changes to the project design, and changes to environmental analysis provide in the technical studies will be incorporated into the revalidations. CONSULTANTS will prepare and distribute copies of the technical study revalidations to the JPA for review and will respond to comments and update the studies as

needed before submitting to Caltrans for approval. Environmental technical study revalidations will include the following:

- Air Quality and Climate Change Technical Study
- Community Impact Assessment
- Historic Properties Survey Report/Archaeological Survey Report/Historical Resources Evaluation Report
- Hazardous Waste Initial Site Assessment
- Natural Environment Study and Delineation of Waters of the United States
- Noise Study Report
- Paleontology Study
- Visual Impact Assessment
- Water Quality Assessment Report

This revalidation will require a Supplemental Historic Property Survey Report / Archaeological Survey Report (SHSPR/ASR) to be prepared to expand the APE. A supplemental record search and pedestrian survey of the additional areas will be conducted, and it is assumed that additional Native American consultation under Section 106 will be required by Caltrans. The results of this information would be documented in the SPHSR/ASR.

It is assumed that the any new project impacts documented within the NES Addendum would not result in new impacts to vernal pools, wetlands, and other habitat for federally endangered species or require amending the Biological Opinion issued by USFWS.

It is assumed all other technical study revalidations will primarily document the new Project Area and revisions to the Project Description and confirming no new or additional impacts are anticipated; however, supplemental impact analysis or new avoidance, minimization, or mitigation measure will not be required to revalidate the environmental technical studies.

◀ Deliverables: Environmental Technical Study Revalidations

Task 7.2 | Environmental Document Revalidation

Based on the findings of the technical study revalidations, CONSULTANT will prepare an internal addendum to the CEQA IS/MND and a revalidation for the NEPA EA environmental document which will address the complete record of changes to the project description, changes to the project design, and changes to environmental analysis provide in the Final Environmental Documents. The two documents will also summarize the results of the updated technical studies, which will be incorporated into a CEQA Addendum memorandum for the JPA's files and a Caltrans format NEPA Revalidation Form to be reviewed and approved by Caltrans. None of the proposed changes to the project are expected to result in the need for a recirculation of the document for public and agency review.

- ◀ Deliverables: CEQA IS/MND Addendum and NEPA EA Revalidation

Task 7.3 | Environmental Permitting Coordination

CONSULTANT will provide environmental coordination throughout the project's design. CONSULTANT will coordinate as necessary with Caltrans to provide revalidations between the right-of-way and construction authorization phases. It is assumed all previous prepared environmental documentation sufficiently covers this trail and simple environmental revalidations will be required to document no project changes have occurred. CONSULTANT will coordinate with the engineering design team to provide recommendations to avoid and minimize impacts to environmentally sensitive areas and coordination with South Sacramento Habitat Conservation Plan (SSHCP) and regulatory agencies during permitting of the project.

Task 7.4 | SSHCP Coverage and Mitigation

CONSULTANT will prepare the required SSHCP Covered Activity Authorization and Aquatic Resources Permit Report which will outline all the impacts associated with the project, avoidance, minimization, and mitigation measures, and required mitigation to offset the project's impacts. It is anticipated the JPA will also obtain all required mitigation credits through the SSHCP. It is assumed that the JPA will be responsible for all mitigation fees.

- ◀ Deliverables: SSHCP Covered Activity Authorization

Task 7.5 | Section 401 WQC (Optional)

Once Final Design Plans are authorized, CONSULTANT will prepare and submit an application package to obtain a Water Quality Certification through the Central Valley Regional Water Quality Control Board (CVRWQCB) utilizing the Clean Water Act Section 401 Water Quality Certification for United States Army Corps of Engineers South Sacramento Habitat Conservation Plan Programmatic General Permit. The request will include a completed application form, detailed project description, description of project impacts, water quality technical study identifying project-specific best management practices, CEQA documentation, and a brief description of proposed mitigation through the SSHCP. An application fee must be provided to the RWQCB as part of the permit application. This fee is calculated based upon the extent of project-related impacts in acres and linear feet, along with an annual fee based upon the duration of the project and will be assessed during preparation of the notification. It is assumed that the JPA will pay this fee directly.

- ◀ Deliverables: Section 401 Water Quality Certification

Task 7.6 | Section 404 NWP (Optional)

Once Final Design Plans are authorized, CONSULTANT will prepare and submit an application package to obtain a Nationwide Permit through the US Army Corps of Engineers (USACE) under the programmatic general permit (PGP) for certain covered activities under the South Sacramento Habitat Conservation Plan. CONSULTANT will utilize the previous NEPA environmental documentation, tribal consultation, and Biological Opinion from the US Fish and Wildlife Service to obtain the Section 404 Nationwide Permit. CONSULTANT will work closely with the USACE to ensure that the permit is issued by start of construction.

◀ Deliverables: Section 404 Nationwide Permit

Task 7.7 | Section 1602 LSAA (Optional)

Once Final Design Plans are authorized, CONSULTANT will prepare and submit an application package to obtain a Lake and Streambed Alteration Agreement through the California Department of Fish and Wildlife (CDFW). This project will be considered a covered project by the South Sacramento Habitat Conservation Plan. The request will include a completed notification form, detailed project description, description of project impacts, CEQA documentation, and a brief description of proposed mitigation. A processing fee must be provided to CDFW with the notification. This fee is based on the cost of the project and will be assessed during preparation of the notification. It is assumed that the JPA will pay this fee directly.

◀ Deliverables: Section 1602 Lake and Streambed Alteration Agreement

TASK 8.0 | RIGHT OF WAY ACQUISITION

Task 8.1 | Right of Way Management and Coordination

CONSULTANT's Right of Way Manager will:

- Confirm with the agency on the affected parcels to obtain title reports;
- Coordinate solutions with the agency and/or legal representative to implement solutions for items that may affect title or cause a delay in escrow;
- Review all plat and legals and exhibits and obtain approval from the agency. Supply necessary documentation and monitor progress of the appraisal process to meet project deadlines.
- Supply any support information or set up meetings with the agency to review appraisal reports;
- Obtain any acquisition documentation the agency may have and review for current adjustments to conform to industry standards;
- Prepare staff reports for approval of just compensation;

- Provide executed acquisition documentation from each affected property owner and work with the agency to obtain internal signatures and payments;
- Provide possession documentation in lieu of purchase contracts;
- Attend agency meeting to discuss right of way specific concerns that may arise during the any phase of the project including but not limited to close session meeting and participating agency meetings, if required.

Task 8.2 | Project Tracking Table

CONSULTANT's Right of Way Manager will maintain the project tracking table and ensure that it is sent to the JPA on the regularly requested schedule. As a component of effective project management and to keep the project on schedule and the JPA current with acquisition data, a project tracking table will be created. This table will outline milestones and supply completion dates, comments, and any additional information the JPA may request.

◀ Deliverables: Project Tracking Table

Task 8.3 | Appraisal Process (9 Reports)

Nine (9) appraisals will be completed for affected parcels by a licensed General Real Estate Appraiser. Notice of intent to appraise letters along with acquisition policy brochures will be provided to all impacted property owners. Appraisals will be arranged so that the property owner may accompany the appraiser during the inspection of the property. This allows the property owner the opportunity to provide additional information to the appraiser.

All appraisals will be prepared by an appraiser licensed with the State of California and will comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice 49 CFR 24.2(a)(3). Appraisals will include a summary and a complete analysis for all valuation conclusions. Documentation obtained during the inspection, such as pictures, will be included in each report. Title information pertaining to ownership, drawings, and information relative to the parcel will be reviewed by the appraiser.

◀ Deliverables: 9 Appraisal Reports

Task 8.4 | Obtain Appraisal Review Reports (9 Reports)

Nine (9) appraisal review reports will be completed by a Certified General Real Estate Appraiser. Upon acceptance and approval of the property appraisals, an independent appraisal review will be completed by Dokken Engineering's subconsultant. The review includes inspecting sales to determine comparability, reviewing appraisal for conformance to Uniform Standards of Professional Appraisal Practice, reviewing "highest and best use" conclusions, examining valuation methods, analyzing exhibits, checking mathematical calculations, and preparing a narrative report that describes the review process and sets forth the reasoning behind the review. An appraisal review is recommended to ensure that the appraisal is based on sound appraisal theory, contains appropriate documentation to support the appraisers' conclusions and complies with regulatory codes. A recommendation of just

compensation is then made based on the reviewed, collected, assembled, correlated, and analyzed data.

◀ Deliverables: 9 Appraisal Review Reports

Task 8.5 | Negotiate for Right of Way (9 Parcels)

This project will require acquisition services for nine (9) parcels. All “Good Faith Negotiations” will be completed by CONSULTANT’s right of way team. After completion of the appraisal process and just compensation determination, CONSULTANT will prepare the offer package and meet with all owners in person to present and explain the offer package details. The offer package will include the offer letter, written summary of just compensation with supporting appraisal information, property owner exhibit showing property map with right of way take locations, Title VI information, and “Your Property – Your Transportation Project” booklet. CONSULTANT will negotiate with the property owner to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, Easement Deeds, and Temporary Construction Easement Deeds. CONSULTANT will obtain receipt of delivery of offer and/or present and secure tenant information statements, as applicable, during the initial meeting.

CONSULTANT will work closely with the JPA to aid in the recommendation of the appropriate course of action regarding the various acquisitions with property owners requesting additional compensation and/or services beyond the initial offer package. Recommended settlement packages with justifications and impasse letters will be provided to the JPA for review. Working with the property owners to agreeable terms will be CONSULTANT’s focus.

Additionally, CONSULTANT will attend, at the request of the JPA, any Public Community Meetings regarding the project.

CONSULTANT’s Right of Way Agents hold California Real Estate Salesperson’s Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

◀ Deliverables: Right of Way Agreements, Grant and Easements Deeds, Administrative Settlements, Diaries, Written Summary of Acquisitions, Impasse Letters

Task 8.6 | Escrow Coordination

Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, CONSULTANT will be available to assist the JPA in opening escrow. CONSULTANT will supply fully executed agreements along with other supporting information to escrow in order to close each transaction. CONSULTANT will work closely with the JPA to assist in the timely closing of all transactions. For the convenience of the property owner, all agents on our right of way team have a California Notary who will be available to notarize any documentation that is required. Fully executed deeds and easements will be delivered to

the JPA for acceptance prior to recording. In the event escrow services are not required, CONSULTANT is available to perform these services and record the required documentation.

- ◀ Deliverables: Escrow Documents and Closing Statements

Task 8.7 | Right of Way Certification

CONSULTANT will coordinate with the JPA and supply all required documentation for the right of way certification. CONSULTANT will review all acquisition documents for proper and complete execution, including formal acceptance.

- ◀ Deliverables: Right of Way Certification Documentation

Task 8.8 | Project Close-Out

The original acquisition file for each affected parcel will be provided to the JPA upon completion of the project. Each acquisition file will contain property information, diary report, written correspondence, just compensation documentation, appraisal(s), offer package, negotiations, title documentation, copies of recorded documents, and all applicable documentation.

- ◀ Deliverables: Original Acquisition Files

Task 8.9 | Litigation and Condemnation Support (Optional)

CONSULTANT will provide support for all phases of condemnation if this becomes necessary. A resolution of necessity (RON) package will be generated by the JPA's legal counsel and will include all of the following documents: litigation guarantee, an update to the appraisal if the report is dated more than six months from date of submittal of RON package, confirmation of market value, legal descriptions for excess land and an uneconomic remainder being proposed for condemnation, an assessment of owners intention regarding excess land if applicable, and if the owner is willing to grant a possession and use agreement, this will be documented in the parcel diary. In addition, CONSULTANT and its team will be available to provide the support for the following: obtaining or serving as expert witness, participating in appraisal review meeting, attending settlement conferences.

- ◀ Deliverables: Condemnation Support

TASK 9.0 | FUNDING ASSISTANCE

Task 9.1 | Funding Strategy Assistance

CONSULTANT will assist the JPA and create a funding strategy that will serve as a roadmap to guide successful funding acquisition. The strategy will match funds to proposed

improvements and will include timeframes to illustrate how project improvements line up with funding schedules.

A comprehensive list of funding sources with a summary of guidelines and goals of the particular funding source will be created. Competitive advantages and, for example, how the project addressed equity, environmental concerns, and innovation, will be highlighted to ensure continuity with guidelines and goals. Funding sources will also be categorized based on what project improvements are the most optimal match.

In addition to funding sources, the funding strategy will include recommendations for reducing opposition and marketing the project to politicians and decision-making agencies.

The comprehensive funding strategy will be summarized in a draft memorandum that will be provided to the JPA and other stakeholders for review. The team will address one round of comments and submit a final funding strategy to the JPA.

◀ Deliverables: Funding Strategy Memo

Task 9.2 | Grant Application Assistance

CONSULTANT will assist the JPA in grant applications as needed,. CONSULTANT will, in coordination with the JPA, prepare project exhibits and graphics, prepare project cost estimates, perform a benefit cost analysis (BCA), assist in obtaining project support letters, and prepare project write ups. CONSULTANT will utilize past JPA applications as reference.

◀ Deliverables: Project Narratives, Cost Estimates, Support Exhibits/Maps/Charts/Graphics

TASK 10.0 | FINAL DESIGN

Task 10.1 | 90% Plans, Specifications and Estimate

CONSULTANT will prepare 90% plans of the preferred alignment. CONSULTANT will incorporate comments received on the 60% submittal for the entire Segment D2a project. CONSULTANT will prepare a response to comments matrix with each comment received and response regarding how the comment was addressed/incorporated.

CONSULTANT will prepare the Technical Specifications based on the City of Rancho Cordova and Sacramento County Standard Specifications.

CONSULTANT will prepare and updated cost estimate based on quantity takeoffs and current unit prices. A contingency will be included to allow for any pricing to vary at the time of construction and for any necessary design adjustments.

CONSULTANT will develop design cross sections for horizontal and vertical control, clearing limits, line and grade offsets, rough and finished grades, slope stakes, drainage facilities, grade breaks, and trail improvements at 100-foot intervals and at additional specific unique locations.

- ◀ Deliverables: 90% Plans, Technical Specifications, and Estimate

Task 10.2 | Landscape Concept/Design

A Preliminary Landscape Concept Plan (LCP) will be prepared for the initial construction package and will depict the type, size, and general location of existing, retrofit and new landscape improvements. The proposed landscape improvements will generally indicate the plant materials list, type of planting themes, retrofit measures, and tree locations. Detailed descriptions of key themes or concepts may be provided in plan sketches to accompany the overall drawing. Plant palette will be prepared with the planting design to graphically exhibit the specific plant materials selected for each planting / theme area within the project limits. The LCP will be prepared and submitted for review and approval by the JPA for use in the preparation of construction documents.

A Conceptual Bike Path Rest Stop Design and Site Furnishing layout will be prepared. The layout will show typical bike path rest stops design layout, rest stop site details with dimensions, paving types, benches, trash receptacles, etc. Conceptual ideas for the rest stop areas will be included and will show proposed features, including any decorative paving types, furnishings, trash receptacles and any accent plant material types.

Landscape and irrigation plans will be included for the landscape concept within the initial construction package. The plans will include tree, shrub and groundcover plant locations, sizes, types, and quantities, root barrier locations, typical installation requirements, and plant botanical and common names. Tree removal and relocation will also be indicated. Irrigation plans will include diagrammatic locations, types, and sizes, of all proposed and retrofit irrigation systems and materials, including points of connection, backflow preventers, automated irrigation controllers, remote control valves, master valves, flow sensors, conduit, piping, and emission devices. The plans will also include irrigation efficiency calculations to determine estimated water usage.

Construction paving/furnishing plans will include bike path rest stop locations, typical paving layouts with patterns, colors and finishes specified, score and expansion joint locations, benches, trash receptacle and fencing materials as preferred by the JPA, City, and County. The plans will indicate the thicknesses, reinforcing, colors, finishes, and special situations adjoining other existing and proposed site improvements. Details will also show site installation of furnishings, including footings or fastenings.

- ◀ Deliverables: Landscape Conceptual Plan, Conceptual Bike Bath Rest Stop Design, Landscape PS&E

Task 10.3 | Constructability Review

CONSULTANT will perform a review of the Plans, Specifications, and Estimate at the 90% and 100% stage. The review will consider access during construction, traffic control and phasing, utility relocations and impacts, work zones clearances during operations, impacts to the public, property owner agreements, environmental constraints and mitigations, geotechnical considerations, survey and staking information, line and grades, roadway geometry and details, existing conditions, transitions and conforms, and specialty construction items.

CONSULTANT will prepare a matrix with the review comments, a memo including recommendations from the constructability review as well as any other pertinent information, and a set of redline plans.

CONSULTANT will perform a systematic review of the PS&E to identify ambiguities, inconsistencies, and conflicts in the plans, specifications, bid item schedule and compliance with funding requirements. The review will identify areas and items of uncertainty and minimize unquantified risk to the bidder that could result in contract changes orders. More specifically, the review will verify plan notes, conflicts between specifications and special provisions or references, quantity calculations, bid items descriptions and exclusions, measurements and payment clauses, quality control responsibilities, and versioning of standard plans and specifications.

- ◀ Deliverables: Comment Matrix, Recommendations, and Set of Redline Plans

Task 10.4 | 100% Plans, Specifications and Estimate

CONSULTANT will prepare 100% plans, specifications and estimate based on the 90% review and Constructability Review comments. CONSULTANT will prepare a response to comments matrix with each comment received and response regarding how the comment was addressed/incorporated.

- ◀ Deliverables: 100% Plans, Technical Specifications, and Estimate

Task 10.5 | Final Bid Documents

CONSULTANT will prepare the final bid documents based on the 100% submittal and will incorporate all JPA and other stakeholder comments. CONSULTANT will review the bid documents a final time for consistency between the plans, specifications, and estimate. The final bid documents will be submitted to the JPA ready for advertisement.

- ◀ Deliverables: Bid Documents

TASK 11.0 | BIDDING SUPPORT [OPTIONAL]

Task 11.1 | Resident Engineer File

CONSULTANT will prepare a Resident Engineer (RE) file to include detailed quantity calculation, cross sections, design reports, notes to RE, and any additional information gathered during design that may be found useful by the RE.

- ◀ Deliverables: Resident Engineer File

Task 11.2 | Bidding Support

CONSULTANT will provide assistance, as required, during bidding of the project. This work may include answering questions from prospective bidders, attending a pre-bid meeting, preparation of addenda to the PS&E during advertisement period, and providing consultation and interpretation of the construction documents. CONSULTANT will perform a bid tabulation, analysis and review of the received bids.

- ◀ Deliverables: Bidding Addenda, Response to Bidder Questions, Bid Tabulation and Analysis

TASK 12.0 | CONSTRUCTION SUPPORT [OPTIONAL]

Task 12.1 | Design Support During Construction

CONSULTANT will prepare responses to Contractor Requests for Information and review submittals during construction related to the project. CONSULTANT will prepare construction change details to the plans and provide plan clarifications as requested by the Contractor and Resident Engineer. Should construction issues require a field visit and meeting with the construction team, CONSULTANT will attend such meetings.

- ◀ Deliverables: Request for Information Responses, Submittal Review, Revised Plan Sheets

Task 12.2 | As-Built Plans

CONSULTANT will keep track of the design changes during construction, as well as utilize markups provided by the Resident Engineer for field changes and update the plans accordingly. Upon completion of the construction contract CONSULTANT shall submit the As-Built plans to the JPA for their records.

- ◀ Deliverables: As-Built Plans

EXHIBIT B:

BUDGET



COST PROPOSAL - SUMMARY BY CONSULTANT
CAPITAL SOUTHEAST CONNECTOR JPA
SEGMENT D2a FINAL ENGINEERING DESIGN AND
RIGHT-OF-WAY ACQUISITION SERVICES
White Rock Road to Chrysanthy Blvd
September 28, 2023

TASK DESCRIPTION	DOKKEN ENGINEERING	GEOCON CONSULTANTS	KIMLEY-HORN	MACKAY & SOMPS	REDDY ENGINEERING SERVICES, INC. (DBE)	UNICO ENGINEERING (DBE)	GRAND TOTAL COST
TASK 1 PROJECT MANAGEMENT	\$ 386,346.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 386,346.02
Task 1.1 General Administration and Coordination	\$ 43,365.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,365.02
Task 1.2 Project Meetings	\$ 116,183.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,183.15
Task 1.3 Landowner/Stakeholder Outreach/Public Outreach	\$ 66,076.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,076.22
Task 1.4 Caltrans/CTC Documentation	\$ 29,591.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,591.70
Task 1.5 Monthly Invoice and Progress Reports	\$ 18,972.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,972.20
Task 1.6 Project Schedule	\$ 9,486.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,486.10
Task 1.7 Quality Control	\$ 69,285.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,285.48
Task 1.8 Project Decision Log	\$ 33,386.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,386.14
TASK 2 SURVEYING AND RIGHT OF WAY MAPPING	\$ 96,047.44	\$ -	\$ -	\$ -	\$ -	\$ 70,657.97	\$ 166,705.42
Task 2.1 Survey Control	\$ 11,623.55	\$ -	\$ -	\$ -	\$ -	\$ 9,905.80	\$ 21,529.35
Task 2.2 Obtain Title Reports/Title Research (9 Reports)	\$ 23,547.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,547.70
Task 2.3 Right of Way and Boundary Mapping	\$ 18,026.67	\$ -	\$ -	\$ -	\$ -	\$ 20,558.87	\$ 38,585.54
Task 2.4 Supplemental Ground Topographic and Utility Surveys	\$ 42,849.53	\$ -	\$ -	\$ -	\$ -	\$ 40,193.30	\$ 83,042.83
TASK 3 ENGINEERING STUDIES	\$ 189,468.77	\$ 201,408.91	\$ 171,972.03	\$ 180,148.65	\$ -	\$ -	\$ 742,998.36
Task 3.1 Drainage Report	\$ 69,494.92	\$ -	\$ -	\$ 180,148.65	\$ -	\$ -	\$ 249,643.57
Task 3.2 Geotechnical Design/Materials Report (GD/MR)	\$ 33,812.92	\$ 137,546.73	\$ -	\$ -	\$ -	\$ -	\$ 171,359.66
Task 3.3 Foundation Report	\$ 29,433.30	\$ 49,541.60	\$ -	\$ -	\$ -	\$ -	\$ 78,974.91
Task 3.4 Phase II Hazardous Waste Testing	\$ 13,559.72	\$ 14,320.58	\$ -	\$ -	\$ -	\$ -	\$ 27,880.29
Task 3.5 Stormwater Documentation	\$ 32,800.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,800.96
Task 3.6 Traffic Analysis	\$ 10,366.95	\$ -	\$ 171,972.03	\$ -	\$ -	\$ -	\$ 182,338.98
TASK 4 RIGHT OF WAY ENGINEERING	\$ 76,055.11	\$ -	\$ -	\$ -	\$ -	\$ 29,542.30	\$ 105,597.41
Task 4.1 Permit to Enters	\$ 21,928.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,928.90
Task 4.2 Right of Way Requirements Map	\$ 17,654.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,654.00
Task 4.3 Property Owner Exhibits	\$ 20,204.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,204.16
Task 4.4 Plat and Legal Descriptions	\$ 16,268.04	\$ -	\$ -	\$ -	\$ -	\$ 29,542.30	\$ 45,810.35
TASK 5 UTILITY COORDINATION	\$ 175,249.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,249.94
Task 5.1 Utility A Letters	\$ 18,343.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,343.90
Task 5.2 Utility Potholing	\$ 73,323.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,323.66
Task 5.3 Utility B Letters with Conflict Maps	\$ 32,690.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,690.08
Task 5.4 Utility Agreements	\$ 27,811.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,811.52
Task 5.5 Utility C Letters	\$ 23,080.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,080.79
TASK 6 PRELIMINARY ENGINEERING DESIGN	\$ 940,220.25	\$ -	\$ 42,055.32	\$ -	\$ -	\$ -	\$ 982,275.57
Task 6.1 30% Plans and Estimate	\$ 179,576.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 179,576.78
Task 6.2 60% Plans and Estimate	\$ 440,195.04	\$ -	\$ 42,055.32	\$ -	\$ -	\$ -	\$ 482,250.36
Task 6.3 Exhibits/Rendering	\$ 115,339.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,339.26
Task 6.4 Value Engineering/Alternative Analysis	\$ 205,109.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,109.17
TASK 7 ENVIRONMENTAL COMPLIANCE	\$ 172,892.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 172,892.78
Task 7.1 Environmental Technical Study Revalidation	\$ 45,561.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,561.08
Task 7.2 Environmental Document Revalidation	\$ 10,573.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,573.30
Task 7.3 Environmental Permitting Coordination	\$ 12,575.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,575.24
Task 7.4 SSHCP Coverage and Mitigation	\$ 17,201.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,201.25
Task 7.5 Section 401 WQC	\$ 28,270.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,270.53
Task 7.6 Section 404 NWP	\$ 27,438.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,438.85
Task 7.7 Section 1602 LSAA	\$ 31,272.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,272.53
TASK 8 RIGHT OF WAY ACQUISITION	\$ 291,118.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 291,118.11
Task 8.1 Right of Way Mangement and Coordination Services	\$ 10,853.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,853.58
Task 8.2 Project Tracking Table	\$ 14,081.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,081.31
Task 8.3 Appraisal Process (9 Reports)	\$ 35,227.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,227.32
Task 8.4 Appraisal Reviews (9 Reports)	\$ 19,372.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,372.78
Task 8.5 Negotiate For Right of Way (9 Parcels)	\$ 117,159.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117,159.48
Task 8.6 Escrow Coordination	\$ 42,970.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,970.80
Task 8.7 Right of Way Certification	\$ 16,224.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,224.93
Task 8.8 Project Close-Out	\$ 13,200.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,200.46
Task 8.9 Litigation And Condemnation Support	\$ 22,027.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,027.46
TASK 9 FUNDING ASSISTANCE	\$ 92,255.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92,255.39
Task 9.1 Funding Strategy Assistance	\$ 27,429.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,429.61
Task 9.2 Grant Application Assistance	\$ 64,825.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,825.78
TASK 10 FINAL DESIGN	\$ 499,834.26	\$ -	\$ 18,851.16	\$ -	\$ 140,003.36	\$ 68,721.13	\$ 727,409.90
Task 10.1 90% Plans, Specifications and Estimate	\$ 320,919.66	\$ -	\$ 18,851.16	\$ -	\$ -	\$ -	\$ 339,770.82
Task 10.2 Landscape Concept/Design	\$ 14,155.23	\$ -	\$ -	\$ -	\$ 140,003.36	\$ -	\$ 154,158.59
Task 10.3 Constructability Review	\$ 12,824.71	\$ -	\$ -	\$ -	\$ -	\$ 68,721.13	\$ 81,545.84
Task 10.4 100% Plans, Specifications and Estimate	\$ 132,716.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 132,716.07
Task 10.5 Final Bid Documents	\$ 19,218.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,218.59
TASK 11 BIDDING SUPPORT	\$ 53,427.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,427.07
Task 11.1 Resident Engineer File	\$ 20,487.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,487.51
Task 11.2 Bidding Support	\$ 32,939.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,939.56
TASK 12 CONSTRUCTION SUPPORT	\$ 308,224.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 308,224.30
Task 12.1 Design Support During Construction	\$ 255,182.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 255,182.22
Task 12.2 As-Built Plans	\$ 53,042.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,042.08
TOTAL COST WITHOUT OPTIONAL TASKS - WHITE ROCK TO DOUGLAS	\$ 2,260,842.88	\$ 146,602.79	\$ 185,148.92	\$ 159,972.80	\$ 98,190.88	\$ 126,584.83	\$ 2,977,343.10
TOTAL COST OPTIONAL TASKS (TASKS 6.3, 7.5, 7.6, 7.7, 8.9, 11 & 12) - WHITE ROCK TO DOUGLAS	\$ 517,099.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 517,099.17
TOTAL COST WITH OPTIONAL TASKS (TASKS 1 - 12) - DOUGLAS TO CHRYSANTHY	\$ 503,197.41	\$ 54,806.12	\$ 47,729.58	\$ 20,175.85	\$ 41,812.48	\$ 42,336.57	\$ 710,058.01
TOTAL COST WITH OPTIONAL TASKS	\$ 3,281,139.46	\$ 201,408.91	\$ 232,878.50	\$ 180,148.65	\$ 140,003.36	\$ 168,921.40	\$ 4,204,500.28

EXHIBIT C:

LEVINE ACT DISCLOSURE STATEMENT

LEVINE ACT DISCLOSURE STATEMENT

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Garrett Gatewood	Siri Pulipati
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Kevin Spease	Sergio Roble

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 YES X NO

If yes, please identify the Board member(s) _____

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July 14, 2023
DATE


(SIGNATURE OF AUTHORIZED OFFICIAL)

John A. Klemunes Jr, PE, President
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Dokken Engineering
(TYPE OR WRITE NAME OF COMPANY)

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June 28, 2023
DATE


(SIGNATURE OF AUTHORIZED OFFICIAL)

Jeremy Zorne, Vice President
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Geocon Consultants, Inc.
(TYPE OR WRITE NAME OF COMPANY)

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July 14, 2023
DATE


(SIGNATURE OF AUTHORIZED OFFICIAL)

Matthew D. Weir, Vice President
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Kimley-Horn and Associates, Inc.
(TYPE OR WRITE NAME OF COMPANY)

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☒ YES ☐ NO

If yes, please identify the Board member(s) Patrick Hume

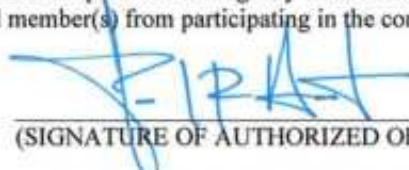
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(SIGNATURE OF AUTHORIZED OFFICIAL)

Paul Hart, P.E., Operations Manager & Principal

MacKay & Soms Civil Engineers, Inc.

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07/14/2023
_ DATE


(SIGNATURE OF AUTHORIZED OFFICIAL)

Principal Landscape Architect
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Reddy Engineering Services, Inc.
(TYPE OR WRITE NAME OF COMPANY)

LEVINE ACT DISCLOSURE STATEMENT

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07.14.23
DATE


(SIGNATURE OF AUTHORIZED OFFICIAL)

Cesar Montes de Oca, PE | President
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

UNICO Engineering, Inc.
(TYPE OR WRITE NAME OF COMPANY)

EXHIBIT D:

DEBARMENT CERTIFICATION FORM

DEBARMENT CERTIFICATION FORM

The Consultant certifies that, neither the Consultant firm nor any owner, partner, director, officer, or principal of the Consultant, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

1. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
2. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
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July 14, 2023
Date

John A. Klemunes Jr, PE, President & Principal in Charge
Dokken Engineering; Tele: (916) 858-0642
Contact Information

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6/28/2023

Date



Contact Information

Jeremy Zorne, Vice President
Geocon Consultants

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6/28/2023

Date

Contact Information

Paul Hart, PE
MacKay & Soms Civil Engineers
(916) 773-1189

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07/14/2023
Date

David Preciado, Principal Landscape Architect
Reddy Engineering Services | (619) 887-0833
Contact Information



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07.14.23

Date



Cesar Montes de Oca, PE | President
UNICO Engineering, Inc.



ITEM 16

MEETING DATE: October 20, 2023

TITLE: Consideration of Adoption of Addendum to the Capital SouthEast Connector D2 Expressway Project Final Tiered Initial Study with Mitigated Negative Declaration (SCH#: 2017032087)

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2023-27 adopting an Addendum to the Capital SouthEast Connector: D2 Expressway Project Final Tiered Initial Study with Mitigated Negative Declaration (SCH#: 2017032087).

BACKGROUND

The Capital SouthEast Connector - D2 Expressway Project's Tiered Initial Study with Mitigated Negative Declaration (IS/MND) was approved by the Capital SouthEast Connector Joint Powers Authority (JPA) Board of Directors on June 30, 2017 (Resolution No. 2017 22).

INTRODUCTION

The document before the Board for consideration is an Addendum to the Final Tiered Initial Study with Mitigated Negative Declaration (IS/MND), which includes a minor modification of the open-to-traffic date from Year 2025 to Year 2035.

This Addendum is before the Board due to a request from the California Transportation Commission concerning its award of a Trade Corridor Enhancement Program (TCEP) grant to the Project. The CTC requires consistency between the dates stated in the Connector's application for the TCEP funds and the previously adopted CEQA document.

ADDENDUM

Based on the whole record, this minor modification is related only to project delays and would not result in any changes to the environmental analysis described in the 2017 Tiered IS/MND.

As a result, there is no substantial evidence that the project, as identified in the attached Addendum, would have a significant effect on the environment beyond that which was evaluated in the Tiered IS/MND.

A supplemental or subsequent EIR is not authorized pursuant to the California Environmental Quality Act of 1970 (Sections 21000, et. Seq., Public Resources Code of the State of California).

The Addendum to the certified Tiered IS/MND was prepared pursuant to Title 14, Section 15164 of the California Code of Regulations. The environmental documents prepared for the Capital SouthEast Connector - D2 Expressway Project, including the Tiered IS/MND as well as the Board of Directors Resolutions certifying the Tiered IS/MND, can be reviewed at the offices of the Capital SouthEast Connector located at 10640 Mather Blvd., Suite 120, Mather, CA 95655.

ATTACHMENTS

- a. Resolution 2023-27 with Addendum to the IS/MND Addendum to the Capital SouthEast Connector: D2 Expressway Project Tiered Initial Study with Mitigated Negative Declaration (SCH#: 2017032087)



ITEM 16 a

RESOLUTION 2023-27

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
ADOPTING AN ADDENDUM TO THE CAPITAL SOUTHEAST CONNECTOR: D2
EXPRESSWAY PROJECT TIERED INITIAL STUDY WITH MITIGATED NEGATIVE
DECLARATION (SCH#: 2017032087)**

WHEREAS, pursuant to California Government Code, section 6500 *et seq.*, the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") was formed by the cities of Rancho Cordova, Elk Grove, and Folsom, and the counties of Sacramento and El Dorado, to provide for the coordinated designation, acquisition, planning, designing, financing, construction, operation, and maintenance of a multi-modal transportation corridor to connect the City of Elk Grove, the County of Sacramento, the City of Rancho Cordova, the City of Folsom, and the County of El Dorado, known as the "Connector Project"; and

WHEREAS, the Connector JPA certified the Final Program Environmental Impact Report (Final Program EIR) for the entire Connector Project on March 7, 2012, in compliance with the provisions of the California Environmental Quality Act (CEQA), its implementing regulations, and the Connector JPA's CEQA Policies and Procedures;

WHEREAS, the Connector JPA certified the D2 Expressway Project's Tiered Initial Study with Mitigated Negative Declaration (IS/MND) on June 30, 2017 (Resolution No. 2017-22);

WHEREAS, the Connector JPA is the lead agency on the Project, and the Board of Directors of the Connector JPA is the decision-making body for the proposed Project;

WHEREAS, the IS/MND identified that the Project would be open to traffic by the year 2025, but due to delays in initiating the Final Design and Right-of-Way phases of the project, the open-to-traffic year is anticipated to be Year 2035;

WHEREAS, the Connector JPA has prepared an Addendum to the D2 Expressway Project's Tiered Initial Study with Mitigated Negative Declaration to update the open to traffic year from Year 2025 to Year 2035, and no other changes to the project, analysis, impacts, effects, or mitigation measures would result from the Addendum; and



WHEREAS, State CEQA Guidelines section 15164, subdivision (a), allows a lead agency to prepare an Addendum to a Negative Declaration if such Addendum meets the requirements of CEQA.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CAPITAL SOUTHEAST CONNECTOR JPA RESOLVES AS FOLLOWS:

1. An Addendum to the D2 Expressway Project's Tiered Initial Study with Mitigated Negative Declaration (IS/MND) was prepared that provides analysis and cites substantial evidence that supports the following determinations by the Board:

- a. There are no substantial changes proposed for the Project that will require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- b. There are no substantial changes with respect to the circumstances under which the project is undertaken that will require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
- c. There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the IS/MND was adopted, that shows any of the following: (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration; (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR; (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.
- d. Thus, none of the conditions for subsequent or supplemental environmental review under CEQA Guidelines Section 15162 have occurred.
- e. Only minor technical changes or additions to the Project are necessary.
- f. No new mitigation measures are required to lessen significant environmental effects of the Project. Pursuant to Public Resources Code section 21081.6, the



Board of Directors recognizes that the mitigation measures in the Mitigation Monitoring and Reporting Plan adopted with the IS/MND remain applicable to the Project. The mitigation measures in the Mitigation Monitoring and Reporting Plan adopted in connection with the Connector JPA’s participation in the SSHCP are also applicable to the Project.

2. The Board hereby adopts the attached Addendum to the IS/MND as complete, adequate, and in full compliance with CEQA as the basis for considering and acting upon the Project. The Addendum has been prepared as required by law and the document as adopted reflects the independent judgment and analysis of the Board of Directors, which has exercised overall control and direction of its preparation.

3. The custodian of records for the Addendum is the Secretary of the Board of the Connector JPA, 10640 Mather Blvd, Mather, CA 95655.

4. The Executive Director is directed to file a Notice of Determination regarding the Addendum.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 20th day of October 2023, on a motion by
Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Attachment: Addendum to the Capital SouthEast Connector: D2 Expressway Project
Tiered Initial Study with Mitigated Negative Declaration (SCH#: 2017032087)



Addendum to the Capital SouthEast Connector: D2 Expressway Project Tiered Initial Study with Mitigated Negative Declaration (SCH#: 2017032087)

File Number/Project Name: Capital SouthEast Connector - D2 Expressway Project (SCH#: 2017032087)

Project Location: The Capital SouthEast Connector - D2 Expressway Project (Project) is located at the City of Rancho Cordova's southeastern boundary with Sacramento County. It would reconstruct Grant Line Rd starting just north of the intersection of White Rock Rd to the southern project extent south of the intersection with Jackson Rd.

Existing General Plan Designations and Zoning: Land Use and Zoning designations in the study area include mostly open space, agriculture, and low-density or rural residential with commercial designations in a few small areas.

Project Background:

The Capital SouthEast Connector - D2 Expressway Project's Tiered Initial Study with Mitigated Negative Declaration (IS/MND) was approved by the Capital SouthEast Connector Joint Powers Authority (JPA) Board of Directors on June 30, 2017 (Resolution No. 2017-22). The IS/MND was prepared pursuant to the provisions of the California Environmental Quality Act (CEQA). The Project is an access-controlled expressway consisting of four 12-ft wide through lanes with turn lanes at intersections; shoulders; median; separated Class I multi use bike path on west side of roadway; frontage roads; and residential access roads, or driveways, where necessary.

Minor Modification to the Project: The IS/MND identified that the Project would be open to traffic by the year 2025. Due to delays in initiating the Final Design and Right-of-Way phases of the project, the open to traffic year is now Year 2035. This Addendum hereby updates the open to traffic year in the D2 Expressway Project's Tiered Initial Study with Mitigated Negative Declaration (IS/MND) from Year 2025 to Year 2035. No other changes to the project, analysis, impacts, effects, or mitigation measures are made in this Addendum.

Discussion:

An addendum to a certified IS/MND may be prepared if only minor technical changes or additions are required, and none of the conditions identified in CEQA Guidelines Section 15162 are present. The following identifies the standards set forth in section 15162 as they relate to the project.

- 1. No substantial changes are proposed in the project which would require major revisions of the previously certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.**

The change to the original project from what was described in the certified Capital SouthEast Connector - D2 Expressway Project's Tiered IS/MND (2017) is to modify the open to traffic year from Year 2025 to Year 2035. This modification does not include new or additional impacts not previously analyzed in the certified Project's Tiered IS/MND. All impacts associated with the new

open to traffic year were previously analyzed and disclosed under the future forecast year 2035 in the Tiered IS/MND. The proposed change to the project will remain within the original footprint and will retain all of the original features.

The proposed project description modification would not result in any other physical changes and is therefore within the scope of analysis of the prior project. There would be no new potential environmental impacts or any more severe impacts than those previously evaluated and identified and proposed to be mitigated in the original JPA Capital SouthEast Connector - D2 Expressway Project's (SCH#: 2017032087).

2. No substantial changes have occurred with respect to circumstances under which the project is undertaken that would require major revisions of the previous EIR due to the involvement of new significant environmental effect or a substantial increase in the severity of previously indemnified significant effects.

The JPA adopted the Tiered IS/MND in June 2017. The approval of this Addendum to the 2017 Tiered IS/MND does not result in a change of or any new significant effects relating to the proposed project that would result in major revisions of the previous Tiered IS/MND due to new significant environmental effects or a substantial increase in the severity of previously indemnified significant effects.

The physical conditions of the Project site have not been substantially modified since the Project approval. No substantial changes have occurred on neighboring properties that would result in changes to the analysis of physical effects on the environment that was evaluated in the Tiered IS/MND.

3. No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or adopted, shows any of the following:

a) The project will have one or more significant effects not discussed in the previous EIR;

b) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative, or;

d) Mitigation measures or alternatives which are considerably different from those analyzed in the previous would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

The open to traffic year modification from Year 2025 to Year 2035 would not result in any new significant environmental impacts that were not previously identified in the Tiered IS/MND. All of



the mitigation measures included as part of the certified Tiered IS/MND would continue to be implemented.

The proposed open to traffic year modification from Year 2025 to Year 2035 will not result in effects substantially more severe than what is evaluated in the Tiered IS/MND, and mitigation measures adopted for the previous Tiered IS/MND are consistent with what has been previously analyzed. The JPA's Board of Directors adopted a Mitigation Monitoring and Reporting Program (MMRP) as part of its approval of the original project and the MMRP remains applicable to the revised project.

Based on the above analysis, this Addendum to the previously certified Tiered Initial Study with Mitigated Negative Declaration for the project has been prepared. The Capital SouthEast Connector Joint Powers Authority has determined that this Addendum and the 2017 Final Tiered IS/MND provide the appropriate environmental documentation for the project in compliance with the requirements of CEQA.



ITEM 19

MEETING DATE: October 20, 2023

TITLE: Discussion on Organizational Structure and Authorize the Executive Director to Initiate an Amended and Restated Agreement with the County of Sacramento for Contract Services

PREPARED BY: Derek Minnema

RECOMMENDATION

Adopt Resolution 2023-29 authorizing the Executive Director to initiate an Amended and Restated Agreement with the County of Sacramento for the Contract for Services to facilitate organizational restructure and satisfy personnel needs.

INTRODUCTION

Since 2006, the JPA has periodically revised its organizational chart. The decisions have been made for various reasons, driven by the strategic goals at the time. Today's item is related to the personnel classifications of the JPA, which are contractual with the County.

The JPA is independent of the County, and the Authority retains the exclusive right and responsibility to establish terms and conditions of personnel and work. However, because the JPA has no administrative structure (payroll processing, human resources, etc.) to employ its employees, it relies on an agreement with Sacramento County to employ its staff, subject to reimbursement by the JPA.

In the past five years, the workload of the JPA and the engineering and accounting services required to deliver the Connector Project has increased as the details needed to advance the project from concept to design have been realized.

Staff believes an amendment to the contract with the County is necessary to revise and update the positions to be commensurate with the workload and complexity of the agency and project.

The organizational structure of the JPA was last revised in 2017. An updated organizational structure will better align with the current workload and necessary level of expertise and the overall mission and objectives of the agency. This report provides a Needs Assessment and Justification, a Job Analysis, Budget Considerations, and an overview of the Approvals and Authorizations required.



NEEDS ASSESSMENT AND JUSTIFICATION

New Initiatives and Projects

- The JPA oversees a diverse range of transportation projects, including road expansions, pedestrian and cycling infrastructure development, roundabouts, rural community studies, expressway designs, bridge repairs, etc. Multiple projects are running simultaneously, with different timelines and budgets. Some projects are in the planning and design phase, while others are in various stages of construction and maintenance.
- Given the JPA's commitment to environmental sustainability, staff must ensure that all projects comply with environmental regulations, including assessments, permits, and mitigation measures. With the adoption of the South Sacramento Habitat Conservation Plan in 2019, the Connector JPA is a plan partner and permittee, which adds new management and workload required by JPA staff.
- Many new federal and state legislation, regulations, executive orders, and policy initiatives related to transportation projects have been adopted in recent years. Institutional knowledge to ensure the project is in compliance, as well as competitive for funding opportunities is required.

Increased and Complex Workload

In recent years, the JPA has experienced a significant uptick in workload across capital projects, transportation planning, and environmental regulatory compliance. As a result, the JPA needs increased job duties commensurate with over 20 miles of the project underway, totaling over \$100M in improvements. The need requires high technical expertise, leadership and management skills, multitasking ability, and strong problem-solving capabilities. The increased workload translates to managing a substantial budget, allocating resources efficiently across different projects, and monitoring expenditures to prevent overruns.

Cost Efficiency

In November 2022, the JPA received 20 proposals from consulting firms. A noticeable increase in consultant billable rates has occurred compared to five years ago, with an average Project Manager loaded rate of \$305 per hour. This would equate to a monthly expense of approximately \$48,800 if the JPA hired one project manager consultant to manage the project.

In practice, deciding whether to use consultants often involves a trade-off between short-term project duration vs institutional knowledge, flexibility to scale up or down as needed vs stable workload, and the reduced overhead cost compared to in-house full-time staff. In each scenario, a full-time JPA employee is more beneficial and cost-effective than a consultant.



JOB ANALYSIS

Engineering

The Capital SouthEast Connector is a large, regional, multi-disciplinary public works project. Its planning, engineering design, and implementation require a person with substantial experience, expertise, and qualifications in engineering and management commensurate with the workload and complexity of a 34-mile expressway.

The Connector project's size and complexity require a person able to advance various segments at different levels of planning and design. To do so requires a knowledge of project planning, programming, grant funding programs, environmental clearance and mitigation, engineering design and cost estimating, right-of-way acquisitions, scheduling, preparation of bid documents, and public advertising for construction bids.

In addition to the project delivery tasks listed above, staff must have experience budgeting, professional services contracting, the ability to manage consultants effectively, coordinate with extensive public and private project stakeholders, and respond to public and private entities requesting project and agency information. Staff must also be able to prepare and effectively convey information to the JPA Board.

Minimum Qualifications:

Bachelor's degree or equivalent from an accredited college or university in Engineering or a related field. A minimum of fifteen (15) years of experience in engineering, project development, design, estimating, scheduling, budgeting, contract administration, construction supervision or management, and project management with a strong emphasis on transportation.

Examples of Duties

- Strategic Oversight of Projects: Assist and support the Board of Directors and Executive Director by providing leadership-level management oversight, assisting with the overall management and administration of program activities and internal operation of the JPA, directing project development, and facilitating activities critical to JPA strategic initiatives.
- Policy Development and Implementation: Provide oversight for developing and implementing policies that support the JPA. Develop JPA policies and standard operating procedures under the direction of the Board of Directors and Executive Director. Confer with regional agencies regarding activities and programs; direct and interpret JPA policies and procedures; and enforce governmental and policy regulations.
- Construction and Engineering: Plan, organize, direct, and coordinate the full range of activities related to capital construction, engineering, and improvement projects.



Plan, organize and direct project management, transportation engineering and programming, and project control functions. Direct and oversee engineering support to consultants, including the engineering design, construction, and construction management of projects. Plan, organize, implement, and monitor all aspects of policies, procedures, and programs to mitigate risk for capital projects. Assign project managers responsibilities and project priorities to complete the design and construction of capital projects. Manage capital projects and consultant contracts and provide policy guidance in developing capital projects. Meet with and secure funding and approval from state, federal, and local agencies.

- Leadership Duties: Represent the JPA at national, state, and local meetings/conferences. Consult with other government agencies, business community, and private organizations to resolve issues, explore opportunities, and advocate JPA's concerns/interests concerning City/County capital projects and for planned projects or projects under development. Participate and present information at public meetings. Provide feedback on development projects or other JPA agency projects. Formulate policies, procedures, and practices for the assigned functional areas and make recommendations to the Board of Directors and Executive Director. Establish and maintain an effective system of communications throughout the organization. Perform other duties as assigned.

Accounting

Related to our accounting and administrative functions, the Authority receives funding from various federal, state, and local sources, all of which contain their individual bookkeeping and reporting requirements. These funding agreements have significantly increased in number and complexity, and compliance requires accounting services, which are typically not listed under the Administrative Officer II position.

For example, the needs of the JPA are a wide variety of accounting and fiscal duties such as:

- Preparing, reviewing, reconciling, and processing various accounting documents such as journal vouchers, billings, receiving reports, purchase orders, internal orders, fixed asset input forms and claims.
- Reviewing and reconciling a variety of financial, statistical, budgetary, and other accounting reports and records for accuracy and compliance with standard accounting principles, laws and contracts.
- Entering and maintaining data for reporting and tracking purposes; preparing various financial statements and reports.



The County of Sacramento Department of Personnel Services is performing a "desk audit" of the administrative support position. By reviewing the current duties, they will be able to identify and classify the increased responsibilities to classify and compensate for the position appropriately. The outcomes will guide a range of positions.

BUDGET CONSIDERATIONS

The range of monthly costs for anticipated changes is shown in the tables below. The proposed changes will require candidates with substantial experience, expertise, and qualifications in engineering and accounting, and the JPA must provide a competitive package that attracts and retains top talent.

The Table below lists the existing and proposed salaries:

Position	Position ID #	Minimum Pay (Monthly)	Maximum Pay (Monthly)
<i>EXISTING</i> ASO II	29452	\$ 7,603.83	\$ 9,241.17
Senior Accountant	27544	\$ 7,998.75	\$ 9,721.42
<i>EXISTING</i> Principal Civil Engineer	28238	\$ 12,966.50	\$ 14,295.83
Deputy Director of Engineering	N/A	\$ 14,964.00	\$ 17,226.00

APPROVAL AND AUTHORIZATION

Since its formation, the County and JPA acknowledge and agree that the Authority is an independent local public agency with all rights and powers attendant thereto, including the rights and powers to establish its own policies, procedures, rules, regulations, and protocols, and, except as provided by law, the Authority is not subject to the policies, procedures, rules, regulations, and protocols of the County.

As it relates to employment, the County is the employer of the personnel and the personnel are employees of the County. During the term of the Contract for Services, the County is solely responsible and liable for all costs, expenses, damages, and other financial obligations arising out of such employment, and for the provisions of any and all workers' compensation, unemployment insurance, tax withholding, and other benefits or obligations imposed by law as a result of the employment relationship, subject to the duty of the Authority to reimburse the County, as prescribed in the agreement.

The County exercises its rights as employer of the personnel at the direction of the JPA.



SUMMARY

- The JPA has an organizational need that requires a leadership position for engineering management, and this position will help more efficiently accomplish the JPA's work plan.
 - A Deputy Director of Engineering position will be responsible for ensuring that JPA capital projects are delivered to construction, providing a heightened level of accountability.
- The JPA has an organizational need that requires a substantial accounting background, and this position will help more efficiently accomplish the JPA's administrative duties. The County Department of Personnel Services is reviewing the current responsibilities and will identify and classify a more appropriate position.
- Resolution 2023-29 will direct staff to pursue an amended and restated contract with the County of Sacramento and work directly with the County Executive's office on the language and timing of the agreement.
 - The amended agreement will retain the independent nature of the JPA, and the County shall only exercise its rights as employer of the personnel at the direction of the Authority.
 - The amended agreement will retain that the County will be reimbursed 100% by the Connector JPA for all the costs associated with its personnel.
 - The amended agreement will create a new leadership position for engineering that is equivalent to an unrepresented management class. The JPA will be sensitive to the use of exact county class titles and classifications as any change could potentially effect county labor or bargaining agreements.
 - The amended Agreement will modify the administrative classification based on the outcomes of the Department of Personnel Services desk audit.
- Authority legal counsel will work with the County to finalize the Amendment and prepare the materials for consideration and approval by the JPA Board of Directors and the Sacramento County Board of Supervisors.

ATTACHMENTS

- a. Resolution 2023-29



ITEM 19 a

RESOLUTION 2023-29

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO INITIATE AN AMENDED AND
RESTATED AGREEMENT WITH THE COUNTY OF SACRAMENTO FOR CONTRACT
SERVICES**

BE IT RESOLVED, that the Board of Directors of the Capital SouthEast Connector Joint Powers Authority ("Board") hereby authorizes the Executive Director to initiate and pursue an amended and restated agreement with the County of Sacramento for Contract Services to facilitate organizational restructure and satisfy personnel needs.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 20th day of October, 2023, on a motion by

Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary