



**CAPITAL SOUTHEAST CONNECTOR JPA**

# **REQUEST FOR PROPOSAL**

Professional Planning and Engineering Services  
For the Sheldon/Wilton Limited Access Roadway Alternative

January 2010

CAPITAL SOUTHEAST CONNECTOR JPA  
10640 MATHER BOULEVARD, SUITE 120  
MATHER, CA 95655  
(916) 876-9094



# REQUEST FOR PROPOSAL

## SUMMARY SHEET

### 1. PROJECT

The Connector Authority (JPA) was established to facilitate the construction of a proposed multi-modal transportation project (the “Connector project”) within a 35-mile service area (“Corridor”) that spans two counties (Sacramento and El Dorado) and links the cities of Elk Grove, Rancho Cordova, Folsom, and the community of El Dorado Hills. These communities and the contiguous study area define the Connector corridor. The JPA is initiating the preparation of a program-level environmental impact report (EIR) for the Connector project. It is anticipated that the notice of preparation (NOP) for the program EIR will be released in early February 2010, scoping meetings for the NOP will be held during the NOP comment period.

The Sheldon community is a largely “exurban,” rural area within the city of Elk Grove that straddles Grant Line Road, with mostly large-lot residential uses and a small cluster of commercial uses centered near the intersection of Grant Line and Wilton Roads. The Connector JPA has initiated outreach with residential groups in the vicinity of the alternative alignments. The Sheldon/Wilton Working Group along with the staff of Connector JPA has requested further development of the Local Access Road (LAR) alternative in the Sheldon/ Wilton area to ensure that the local business, agricultural, and residential community remain viable.

### 2. LOCATION:

Grant Line Road in the Sheldon/Wilton Area, in southeast Sacramento County, east of the City of Elk Grove. See Figure 1 and 2.

### 3. REQUESTED SERVICES:

Consultant services to implement a community-based process to investigate and assess the feasibility of reconfiguring various elements of the Sheldon community as part of the Connector project. The results of this work will be used to support the analysis in the program EIR. The proposed work program would include a substantial community scoping element that incorporates local stakeholder consultation involving parties that would be affected by the expansion of Grant Line Road as part of the Connector project.

The effort will be conducted in partnership with an enhanced engineering effort specifically focused on the Sheldon area to provide the preliminary engineering necessary for inclusion in the Program EIR. This effort would also be managed directly by the JPA and integrated into the processing of the draft EIR by the JPA’s environmental consultant.

### 4. SOURCES OF FUNDING:

Measure A – Local Sales Tax

### 5. PROJECT MANAGEMENT:

Tom Zlotkowski  
Connector JPA  
10640 Mather Blvd, Suite 120  
Mather, CA 95655  
Telephone: (916) 876-9094, E-mail: zlotkowski@connectorjpa.net

**6. PROJECT ENGINEER:**

Heather Yee, P.E., Senior Civil Engineer  
Connector JPA  
10640 Mather Blvd, Suite 120  
Mather, CA 95655  
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**7. PROPOSAL DUE DATE:**

**Thursday, February 4, 2010 at 2:30 p.m.**

**8. TYPE OF PROPOSAL REQUIRED:**

In accordance with the guidelines as detailed in this Request for Proposal.

**9. REMARKS:**

For assistance with proposal preparation, please contact Tom Zlotkowski, at (916) 876-9095. E-mail: zlotkowski@connectorjpa.net

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## I. INTRODUCTION

The Elk Grove – Rancho Cordova – El Dorado Connector Authority (JPA) is a joint powers agency established in December, 2006. Member jurisdictions include the cities of Elk Grove, Folsom, and Rancho Cordova, and the counties of Sacramento and El Dorado.

The JPA is initiating a programmatic environmental review process in February 2010. The program EIR will assess the impacts of a number of Connector route alternatives to assist the JPA in selecting the eventual Connector alignment. Several of the currently identified route alternatives include expansion of Grant Line Road through the Sheldon Community.

The Sheldon community is a largely “exurban,” rural area within the city of Elk Grove that straddles Grant Line Road, with mostly large-lot residential uses and a small cluster of commercial uses centered near the intersection of Grant Line and Wilton Roads. The long-established two-lane configuration of Grant Line and the rural character of the area have fostered a sense of community that both long-time and new residents passionately embrace. See Figure 1 – Project Vicinity.

This Request for Proposal (RFP) solicits proposals for professional services from firms to provide both planning and engineering services (need not be from the same firm). This study concentrates on the Sheldon/ Wilton area of the Connector. Primary outreach of the Connector staff included input from a Citizen Working Group (CWG) from the Sheldon/ Wilton area in order to solicit input on the project from the community. From this working group, the JPA determined it would solicit additional input on how to best mitigate Connector impacts from the business, residents, and agricultural community perspective.

The Proposal submitted in response to this RFP will be used as a basis for selecting the consultant for this project. The consultant's proposal will be evaluated and ranked according to criteria provided in this RFP.

The selected consultant will be requested to submit a fee proposal to be used with the Proposal as a basis for negotiation of an Agreement. If negotiations are unsuccessful due to unresolved issues, negotiations with the firm will be formally terminated. Negotiations will then commence with the second ranking firm.

This RFP does not commit the JPA to enter into an Agreement, to pay any costs incurred in the preparation of a Proposal in response to this request, or to procure or contract for services. The JPA reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety this RFP if it is in the best interests of the JPA to do so.

Ten (10) copies of the Proposal shall be delivered to the office identified below no later than **2:30 p.m. on Friday, February 4, 2010.**

Tom Zlotkowski  
Connector JPA  
10640 Mather Blvd, Suite 120  
Mather, CA 95655

## **II. DESCRIPTION OF THE CONNECTOR**

The Connector Authority was established to facilitate the construction of a proposed multi-modal transportation project (the “Connector project”) within a 35-mile service area (“Corridor”) that spans two counties (Sacramento and El Dorado) and links the cities of Elk Grove, Rancho Cordova, Folsom, and the community of El Dorado Hills. These communities and the contiguous study area define the Connector corridor.

The Connector project will link residential areas and employment centers in the Corridor, serve both local and regional travel, and relieve congestion on the heavily congested existing roadways, all while preserving open space and habitat. The Connector Project will also provide new options for bicycle, pedestrian, transit, and automobile mobility throughout the corridor to address the increased travel demand. This project was included in the voter approved Measure A renewal expenditure plan.

The Connector corridor extends from the Hood-Franklin Road interchange on I-5 in Sacramento County on the west, through the city of Elk Grove, unincorporated Sacramento County, the city of Rancho Cordova, the southern sphere of influence of the city of Folsom (all in Sacramento County), then through El Dorado County, terminating on the east at U.S. Highway 50 (U.S. 50) in the vicinity of Silva Valley Parkway.

The Connector study area is generally bounded by I-5 on the west, the Urban Services Boundary and Kammerer Road on the south, Grant Line and White Rock Roads on the east, and U.S. 50 on the north. Within unincorporated Sacramento County, the corridor passes through the Franklin-Laguna, Vineyard, and Cosumnes communities. Within unincorporated El Dorado County, the corridor is located in the El Dorado Hills community.

### **CONNECTOR BACKGROUND**

The Connector project was initiated by the Sacramento Area Council of Governments (SACOG) during the preparation of the MTP 2025 in 2002. Following adoption of the MTP, SACOG undertook a planning process to generate input on project purpose and need and to define a set of project alternatives to be considered in a future environmental review process. In May 2005, the SACOG Board of Directors approved a Final Concept Plan report. Descriptions of the conceptual alternatives developed during the study were outlined, along with initial elements of purpose and need. This document can be located on the Connector Authority web site at <http://connectorjpa.net/about/>.

In September 2005, SACOG initiated a Phase 1 Environmental Studies process to prepare for a subsequent EIS/EIR for the Connector Project. The principal objectives of the Phase 1 Environmental Studies process were: to develop a Purpose and Need Statement for the Connector Project; prepare Functional Guidelines to ensure that the design and construction of local segments are consistent with the regional function of the Connector Project as a whole; develop a preliminary financial plan; and begin initial project development and environmental screening.

The Phase 1 Environmental Study included the first conceptual engineering effort performed on any of the concept alternatives. Previous Connector studies did not evaluate engineering feasibility, potential impacts, and costs associated with the alternatives. Previous alignment concepts had only identified the general location of possible Connector facilities. The conceptual design process involved developing engineering information sufficient to allow for an initial analysis of the alternatives, and anticipated that a greater level of study would be necessary in future phases of project development. Conceptual designs were developed for roadway, transit, and non-motorized facilities. This document can be located on the Connector Authority web site at <http://connectorjpa.net/project-status/>.

Four concept alternatives defined in the Final Concept Plan were studied in this phase of work. Each concept alternative contained four elements, including roadway, non-motorized trails, transit services and facilities, and open space acquisition.

A set of “functional guidelines” was developed for the Connector project, consisting of principles and broad objectives governing the planning, design, and implementation of the Project, as well as any related or complementary projects undertaken by the Project sponsors. The Functional Guidelines address common or standard characteristics and features of the Project, and were written to be consistent with the draft Purpose and Need Statement for the Project and the draft Metropolitan Transportation Plan for 2035 (“MTP 2035”).

SACOG also conducted an environmental screening analysis to identify potentially “fatal flaws” (significant environmental conflicts) in the concept alternatives, and to identify potential opportunities for adjusting the concept alternatives to minimize or eliminate these and other less serious potential impacts. Environmental screening criteria were developed and applied to concept alternatives as identified in the Final Concept Plan report. Seventeen environmental criteria were employed in the screening analysis, including: Agriculture; Air Quality; Special Status Species Habitat; Wetlands and other potentially regulated waters; Vernal Pools; Conservation Lands; Cultural Resources; Floodplains; Growth Inducement; Hazardous Waste; Land Use, Community Conditions and Socioeconomics; Open Space; Planned Development; Recreation; Section 4(f)/303(c) Properties; Transportation; and Utilities.

It is expected that the Connector will be implemented as a series of projects over a number of years. This incremental development is expected for several reasons: (1) the project ranges from 33 to 37 miles in length, depending on the alternative, and thus would be difficult to implement as one project; (2) the amount and pace of new development in the corridor will vary significantly by subarea and thus improvements will not be needed on all segments of the Connector at once; and (3) it may be possible to phase improvements within each segment or section.

While construction of the Connector can be phased over time, it is critical that adequate right-of-way be preserved for the ultimate facilities. Since many sections of the proposed alignments are on existing roadways and front developable land, it is important for the Connector Authority to select an alignment and define ultimate improvements in a timely fashion so that development does not preclude an alternative. To do so, it must begin the environmental review process in accordance with State law.

## **STUDY AREA LOCATION – SHELDON/ WILTON COMMUNITY**

The study area for this RFP is Grant Line Road in the Sheldon/Wilton community. The Sheldon community is a largely “exurban,” rural area within the city of Elk Grove that straddles Grant Line Road, with mostly large lot residential uses and a small cluster of commercial uses centered near the intersection of Grant Line and Wilton Roads.

The greater Sheldon community recently (2009) identified the most important values the community would like to see considered in the Connector planning process. Two of the highest ranking values were:

- Preserve the rural and historic character of Sheldon (specifically including both the integrity of the existing “old town” and the quality of rural-residential life)
- Control growth in the project area (“growth” refers to urban sprawl and “area” includes Wilton as well as Sheldon)

For the purposes of this RFP, the limits of Grant Line Road will be limited to the southern limit of Equestrian Drive and the northern limit of Poppyseed Lane. See Figure 2.

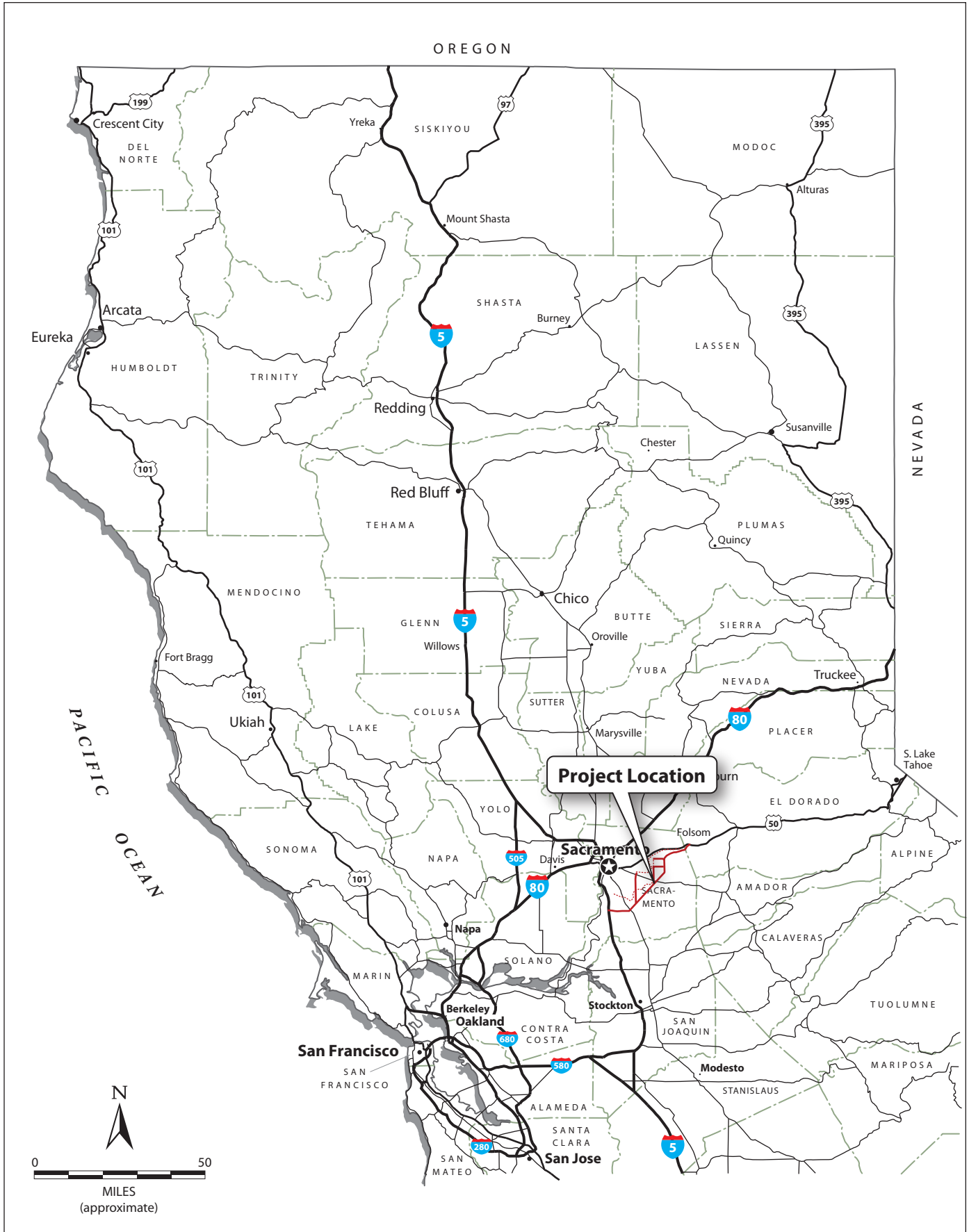
## **STUDY AREA BACKGROUND**

On April 20, 2009, staff initiated the first of two community meetings specifically to discuss the interests and concerns of the Sheldon/Wilton community and to explore further opportunities for a viable connector configuration within the community. Some of the outputs of this first meeting, besides an introduction of the current project to the community, were the development and ranking of community values. These values were considered important to the initial scoping of alignment configurations specific to the community and were to be used as the basis for additional materials presented in the second community meeting on May 18, 2009. These values include consideration of area riparian ecosystems, open space, floodplain management, and support for existing businesses and community cultural resources.

Recognizing that more effort was necessary to expand on the initial conclusions drawn from the community meetings, JPA staff initiated contact with citizen leadership in the immediate Sheldon/Wilton community to propose an extensive and focused process to inform the development of alternatives through additional discussion, information sharing, and consideration of new ideas. This resulted in the formation of the Community Working Group (CWG) that was composed of representatives of the Sheldon Community Association, the Greater Sheldon Road Estates Homeowner’s Association, and the Wilton Action Group.

At its initial meeting of May 27, 2009, the CWG adopted the following Mission Statement, which provided a focus for the collaborative process it was to undertake over the course of the bi-monthly meetings during the Summer and early Fall of 2009:

The Sheldon/Wilton Working Group will explore the values and factors that the community considers of primary



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**Figure 1**  
Project Vicinity

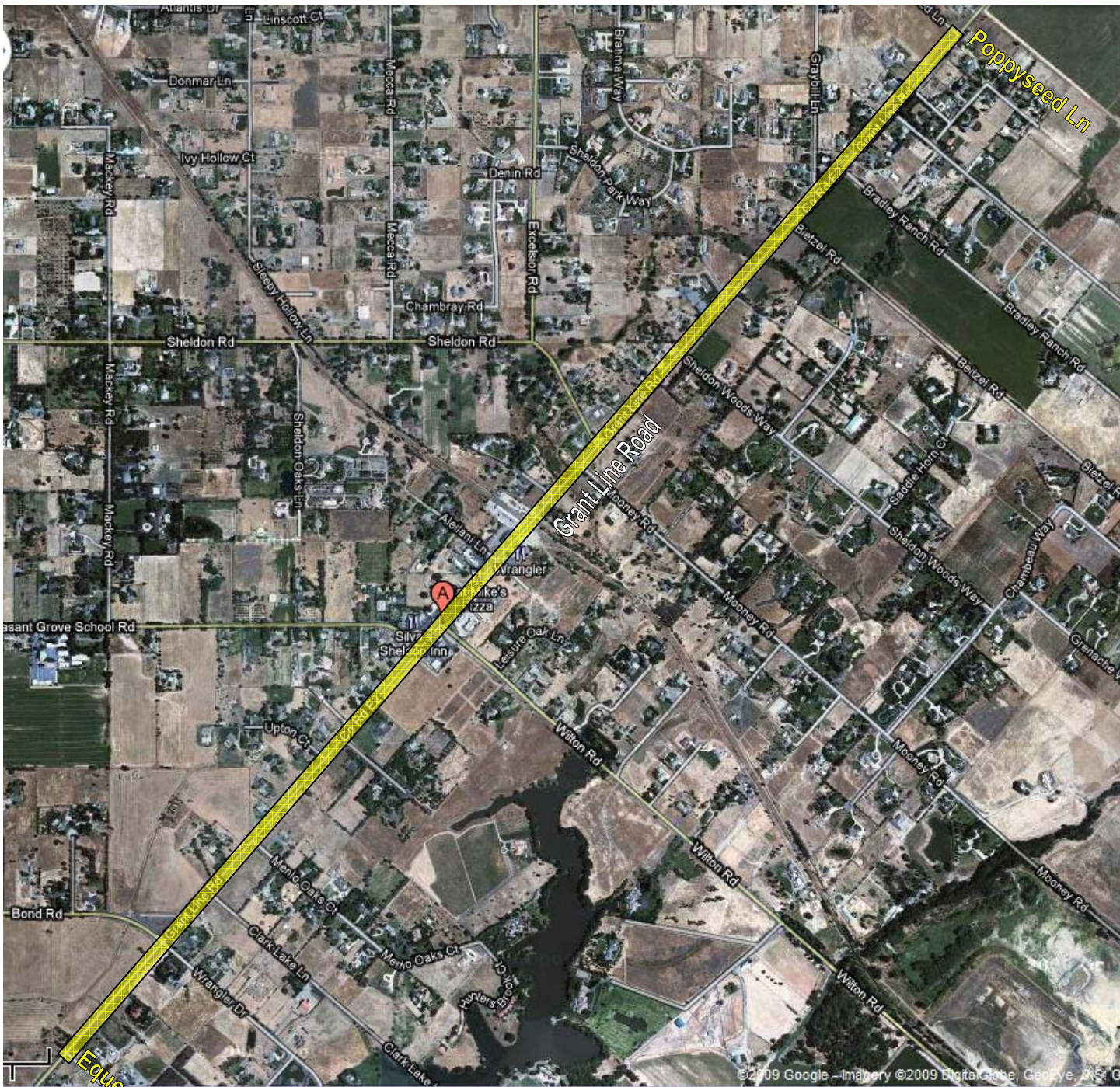


Figure 2

Sheldon / Wilton Community and Project Study Limits

importance to its future; examine prospective Sheldon-area Connector route alternatives in light of that information and other planning data, decisions, and assumptions; and select a limited number of Sheldon-area alternatives for further examination and consideration of the upcoming Connector Environmental Impact Analysis (EIR/EIS) process

Over the course of the eight meetings that concluded on September 30, 2009, the CWG strived to accomplish this mission and, for the most part, was successful in doing so. The initial meetings were comprised of presentations by JPA staff and its consultants regarding population and traffic projections and assumptions on regional development and population growth using data supplied by SACOG. The CWG expressed the need for continued development of state-of-the-art tools to better refine the possible economic and resource considerations that are the basis for the Connector project and believed that a “phased approach” to the development of the project was prudent and necessary.

The JPA team presented a conceptual plan for the development of a 4-lane, limited access facility through the Sheldon community on Grant Line Road and explained the basic elements of the plan for review and embellishment by members of the CWG. This resulted in a discussion of the potential for such a facility and its effect on valued business, cultural, and social aspects of the community. This plan generated much discussion for its potential but was clearly viewed as conceptual and in need of additional discussion prior to acceptance as a preferred alternative. The City of Elk Grove Rural Road Standards concept was discussed as a means to “evolve” the limited access concept over time and not introduce any negative aspects of it prior to being absolutely required. Most discussion of the concept centered around the use of a community-based planning effort to identify and mitigate issues of significance that could arise for the 4-lane proposal especially with regard to the developed community values and in keeping with the intent of identifying the most viable alternative.

The CWG provides a more detailed narrative regarding the alternatives that were considered most viable and in line with the community values developed during the community meetings in a report labeled FINAL REPORT – SHELDON/WILTON COMMUNITY WORKING GROUP (CWG) located in Appendix A.

At the end of eight meetings, which occurred over three months, the CWG concluded its efforts with a third and final community meeting in Wilton on October 6, 2009. Included at that community meeting was a presentation of the final report by members of the CWG to an audience of almost 100 residents. Comments at the meeting were recorded and items of interest that could not be addressed during the meeting were later posted on the website to the extent that viable answers were felt to be constructive and informative to the process. The audience was engaged and significantly more focused on the possible Sheldon/Wilton alternatives than at either of the two previous community meetings. At that meeting it was announced that a recommendation for further study of the alternatives discussed at that meeting was to come before the JPA Board in November. The November and December 2009 staff reports are included in Appendix A.

## **STUDY SCHEDULE**

The Connector JPA has contracted with Parsons Brinkerhoff to conduct the programmatic EIS/EIR. The project level documents will be performed for individual segments of the Connector as need and funding permit. The Notice of Preparation is scheduled to be released February 2010 and the draft programmatic document is scheduled to be released in Fall 2010 for approval in Spring 2011.

The feasibility of the Limited Access Roadway (LAR – further defined in the Scope of Work) alternative will be the overall objective of this RFP study. The output should define the LAR and associated impacts to a level of detail sufficient to be included in the analysis of the EIR. Once the Consultant receives Notice to Proceed; results, evaluation, and final work product will be due to the JPA at the conclusion of five months.

### III. SCOPE OF WORK/ SERVICES

The required elements of the scope of work section of submitted proposals are described below. The intent of the elements is to allow consultants to develop a scope of work that provides the required information, while also allowing consultants the flexibility to develop a work plan that the consultant deems best suits the project. The scope of work shall include all appropriate tasks and deliverables with enough detail for the reviewers to adequately evaluate the consultant team. The selected consultant or consulting team will be expected to perform all technical and other analyses necessary to complete the project. The consultant will receive general direction from the Connector Authority's staff.

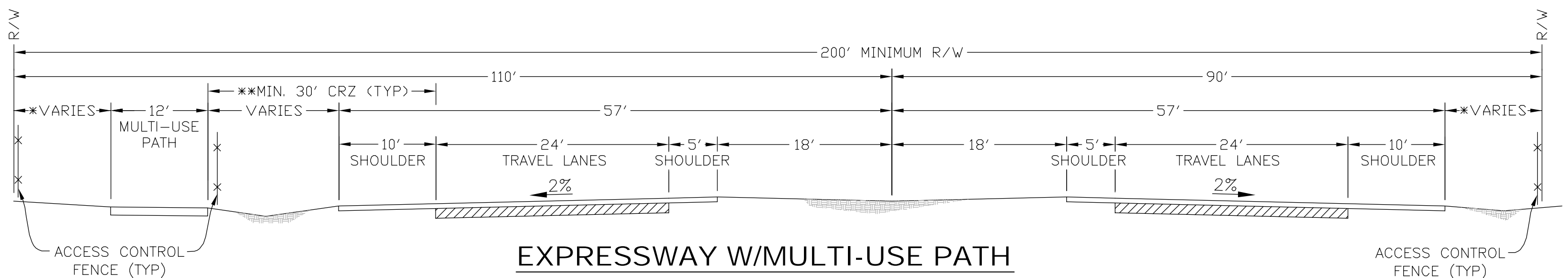
A primary objective of the RFP study is **to include the community** in the concept development of the Limited Access Roadway (LAR) Alternative. This alternative assumes that a 4-lane facility on Grant Line Road through the Sheldon/Wilton community will meet the volume, safety, and circulation demand in 2035 by limiting access to the roadway. This alternative proposes to construct a raised center median and eliminate direct driveway access along Grant Line Road through the study area, increasing the capacity of the road while minimizing the right of way impact as much as possible. Controlled spacing of signalized intersections and frontage roads would need to be developed to access businesses and residences at selected locations. A typical cross-section based on the City of Elk Grove Rural Road Improvement Standard is included in Figure 3.

The second objective is to develop an alternate local circulation plan that will provide both access to the businesses and the residences impacted by the LAR. The local circulation plan should be developed with the Sheldon/ Wilton community values in mind. Two of the highest ranking values were:

- Preserve the rural and historic character of Sheldon (specifically including both the integrity of the existing “old town” and the quality of rural-residential life)
- Control growth in the project area (“growth” refers to urban sprawl and “area” includes Wilton as well as Sheldon)

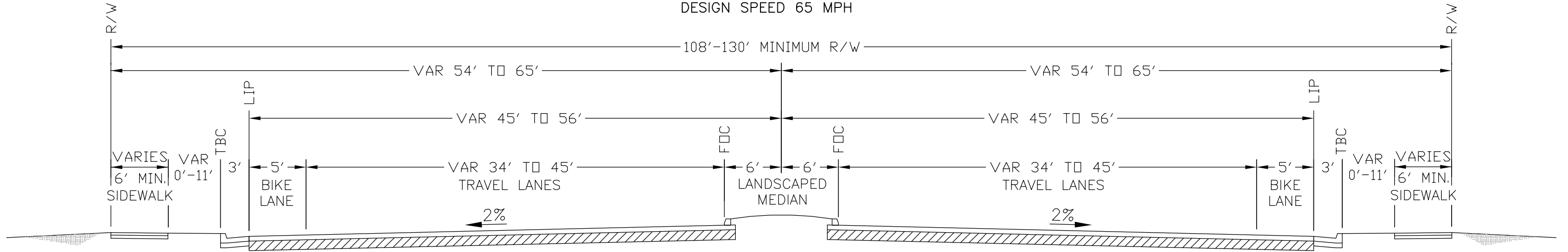
In addition to these broadly worded values, the working group identified other issues for consideration in the Community Working Group document located in Appendix A. The LAR and local circulation plan proposed will need to be thoroughly evaluated by the JPA traffic consultant in order to achieve the LOS requirement. Prominent outreach will be required throughout the development of the circulation plan. It will be up to the planning consultant in conjunction with the engineering team to determine how the circulation plan will evolve. It is essential that the development of the plan be transparent to the community and that it evolve through regular interaction and consultation with affected community members.

New points of access (local streets, alleys, driveways, etc) will be developed as part of the circulation plan. The impacts of these new streets access points will need to be identified. Relocations and/ or reconfigurations of individual businesses, residents, and community assets may need to be proposed and/ or analyzed in order to accommodate the local circulation plan.



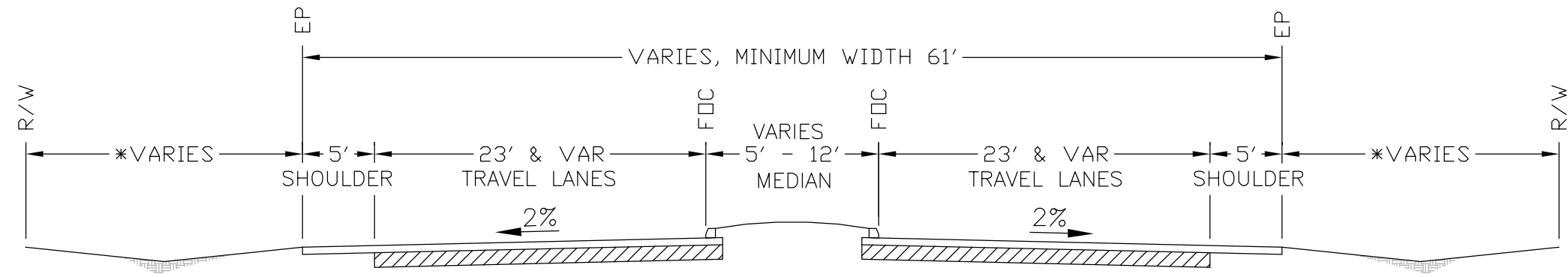
**EXPRESSWAY W/MULTI-USE PATH**

4 LANE FACILITY WITH FUTURE 6 LANES TO BE ACCOMMODATED IN MEDIAN  
DESIGN SPEED 65 MPH



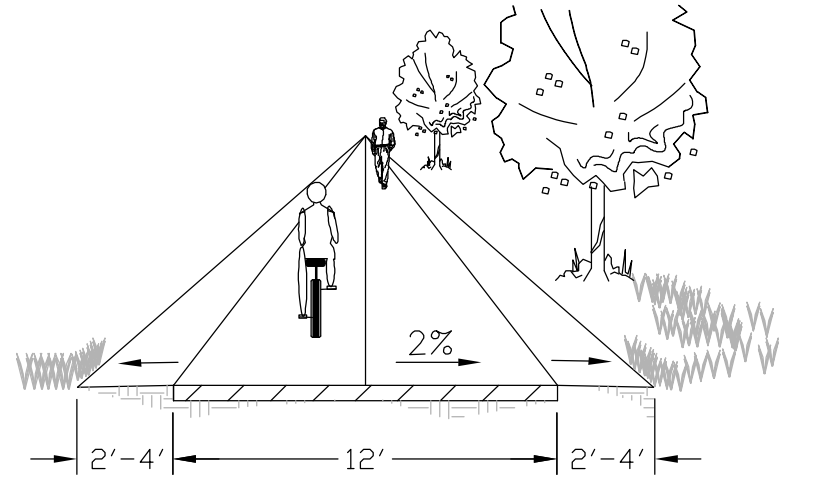
**THOROUGHFARE**

4-6 LANE FACILITY  
DESIGN SPEED 50 MPH



**RURAL ROAD STANDARD**

4 LANE FACILITY  
DESIGN SPEED 50 MPH



**MULTI-USE PATH**

**NOTES**

- \* WIDTH VARIABLE DEPENDANT UPON HYDRAULIC CONSIDERATIONS, TERRAIN AND RIGHT OF WAY CONSIDERATIONS.
- \*\* MINIMUM 30' CLEAR RECOVERY ZONE (CRZ) IS PREFERRED FROM EDGE OF TRAVEL WAY



**FIGURE 3. TYPICAL SECTIONS**

Both the planning and engineering consultants will have to identify impacts and suggested mitigation to those impacts in the greatest extent possible. Potential unmitigated impacts must be identified and brought to the JPA attention. Permanent impacts on the community should also be identified. A list of areas of concern has been developed by the CWG and is contained in Appendix A of this RFP. This list should be used as a starting point for the discussion of possible impacts. It is not required that all of the considerations be thoroughly evaluated because the EIR is a programmatic document. However, any “fatal flaws” in the LAR Alternative should clearly be identified and disclosed if they are to be dismissed for analysis at a later time. It is the intent of this work to inform the EIR process of the best possible solution to accommodate the transportation needs with the least disruptive outcome to the community.

Enough input needs to be gathered to assist the JPA in ultimately selecting the overall Connector project alignment with the study area. The level of detail must satisfy the program level EIR and establish the most viable LAR alternative within the Sheldon segment. Example questions currently surrounding the LAR alternative are: whether the community will be permanently impacted; will the same business atmosphere will remain; identification of the impacts to the businesses and whether they will be able to subsist.

A generalized scope of services is listed below. The Consultant shall identify any reduced tasks or further tasks that will be required to complete the project through the final report.

## **1.0 PLANNING/ PUBLIC INVOLVEMENT**

Develop a community-vetted proposal that creates an environment of collaboration and consensus to develop the Limited Access Roadway (LAR) Alternative. Regular input should be gathered from the business, agricultural, and residential community that would be affected by the widening of Grant Line Road as part of the Connector project. Appendix A includes issues assembled by the CWG. The consultant will determine the level of study commensurate with a program level EIR. It is essential to provide details on the outreach process and the suggested method of interaction with the community that will result in the preferred LAR alternative.

The plan should show how the consultant will develop the outreach program and will continually work on the circulation plan. In addition to the close contact with the community, it is imperative that the consultant provide regular reports to the JPA on progress, issues, or changes to scope. The final circulation plan will need to be vetted through the community. At a minimum, proper documentation for input into the EIR will be required.

The community requested that the consultant procure a local office in the vicinity of the Sheldon/ Wilton business community to allow for strong communication and coordination. It is suggested that the consultant entertain the idea of a local office, however it is not a requirement of this RFP.

## **2.0 CIVIL LAYOUT**

A local circulation plan will be developed by the engineer in conjunction with the planner that takes into account the input of the community. The circulation plan will initially evolve as more input from the community is received. The plan must layout points of access to avoid major impacts and/or provide mitigation alternatives. The desire is to maintain the overall character of the rural community as defined in the stated community values. The level of detail required must satisfy the program level EIR and ascertain a viable LAR alternative. The design must conform to generally accepted standards of local street design. At a minimum, results should include right of way impact, access impacts, preliminary costs and a summary of findings.

### **2.1 TRAFFIC CONSULTATION**

The circulation plan must meet the volume and circulation demand in 2035. The current consultant working on travel forecasting for the JPA is DKS Associates. Traffic engineering services specific to the LAR and local roadway network shall be performed by DKS as a part of the Consultant proposal. The circulation plan must meet a minimum of LOS C. DKS shall be consultant in the determination of signal locations, lane and intersection requirements. The traffic model will take into account the locations of side streets, alleys, driveways (if allowed) and the capacity of Grant Line Road with the new access configuration. DKS will also be consulted to determine the traffic handling characteristics of the local circulation system.

## **3.0 PROJECT MANAGEMENT/ COORDINATION**

Consultant shall perform project management and administration tasks required to provide supervision of the work and coordination with the JPA. Project Management shall apply to all phases of work and shall continue to completion of the project design. Tasks will include the following:

- Attend a project kick-off meeting with the JPA to review the scope of work, the initial tasks to be performed, the project schedule, the critical task items, areas of concern, and participate in a general exchange of views and ideas regarding the execution of the project.
- The Consultant shall prepare, update, and submit a project schedule to the JPA on a monthly basis. The schedule shall show each work activity a minimum of 30 days in advance, when that activity will begin, how long it will continue, and identify the critical tasks. The schedule shall clearly differentiate between those functions carried out by the Consultant, the JPA, and other involved parties.
- The Consultant should anticipate attending three or more informal Coordination/Status meetings to review the project status, progress of work, extent and elements of outreach of the previous month, and budget, to obtain required JPA input, make decisions, and discuss issues that have the potential of affecting the project budget or schedule. These meetings will be scheduled as necessary and at

appropriate times during the development of the project. The meetings will be held at the JPA office located at 10640 Mather Blvd, Suite 120 Mather, Ca 95655. The Consultant shall be responsible for preparing agendas for each of the meetings, consulting the JPA for potential agenda items, distributing the agenda prior to the meetings, and distributing meeting minutes to the participants within five days after the meeting.

- The Consultant should also anticipate attending up to 3 PDT meetings and 3 JPA Board meetings during the course of work for updates and consultation.
- The Consultant shall prepare and submit requests for changes in scope, release of contingency, or for amendments to contracts when appropriate.
- The Consultant shall prepare and submit monthly progress reports to the JPA. The monthly progress reports will include progress of work; an updated project schedule; information/decisions required to maintain the project schedule and timely deliverables; problems encountered that may affect schedule, budget, or work products, and anticipated work for the following month.
- Establish a quality control plan and perform internal quality control reviews at critical stages of the project.
- The Consultant shall administer and supervise the work of all sub-consultants contracted for the project work.
- Monthly coordination meetings will be included with this task. Meetings will include a project kick-off meeting, with representation from the project team and JPA Staff. The project Critical Path Method (CPM) schedule will be updated monthly, and reviewed as part of the meeting.
- Effort and cost of a local Sheldon office should be clearly defined. (If applicable)
- Informal discussions/meetings in the community to discuss various aspects of the project.

## **PROJECT DELIVERABLES**

The following list of deliverables is provided as a minimum.

- The proposed approach to community consultation prior to initiation.
- Summary of community outreach program. Included subjects: the approach and process, community input and how it is addressed.

- Summary discussion of the proposed local roadway network. Both mitigated and unmitigated impacts should be clearly identified from both a planning and engineering perspective.
- 40'- scale layout on aerials showing the proposed circulation plan and local roadway network. Highlighted items should include items such as new and altered points of access (ie new streets, reconfigured driveways, intersections), cut-off points of access, and structures and utilities that will need to be accounted for.
- Itemized cost estimate of the proposed local circulation plan.

All documents shall be provided as both reproducible hard copy and electronically. The electronic documents shall be provided as both the computer program file type and pdf.

The prime consultant must be familiar with and provide electronic copies of the specifications in Microsoft Word and copies of the estimates in Microsoft Excel.

#### **IV. CONSULTANT QUALIFICATIONS**

The prime consultant firm and subconsultants must have the following minimum experience:

1. The primary objective of this RFP is to include the community and develop a consensus for the Limited Access Roadway (LAR) Alternative. The prime consultant shall have recent, demonstrated experience in the community design, developing community plans, identifying community impacts and mitigation from road-related projects, and leading and designing of outreach efforts and charrettes of similar projects.
2. The project engineer shall be a Registered Civil Engineer in the State of California and have recent, demonstrated experience in design of similar projects.

## V. CONTACT PERSONS

All questions should be directed to:

Tom Zlotkowski, Executive Director  
Elk Grove-Rancho Cordova-El Dorado Connector  
Authority  
10640 Mather Blvd, Suite 120  
Mather, CA 95655  
(916) 876-9094  
zlotkowski@connectorjpa.org

Questions must be submitted in writing via email or U.S. mail, to Tom Zlotkowski at the above address and received by January 29, 2010. Questions and responses will be posted on the Connector Authority's website by February 1, 2010.

## VI. PROJECT TIMETABLE

January 13, 2010	Issue Request for Proposals
February 4, 2010	Closing date for receipt of proposals
February 9-11, 2010	Finalists contacted to schedule interviews, if necessary
February 16, 2010	Conduct interviews; select consultant
February 26, 2010	Consultant recommended, request to negotiate and execute contract
March 1, 2010	Approx. start of Project/Begin Work
September 1, 2010	Final Deliverable

Proposals must be received no later than 2:30 p.m. on February 4, 2010. If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by this deadline. Proposer uses mail or courier service at its own risk. The Connector will not be liable or responsible for the late delivery of any proposals.

10 copies of the proposal must be delivered/mailed to:

Tom Zlotkowski, Executive Director  
Connector JPA  
10640 Mather Blvd, Suite 120  
Mather, CA 95655  
(916) 876-9094

By submitting a proposal, the proposer certifies that his or her name or the consultant firm's name, as well as the name of proposer subcontractors, does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects.

## **VII. GENERAL CONDITIONS**

### **A. Limitations**

This request for proposal (RFP) does not commit the Connector to award a contract, to pay any costs incurred in the preparation of proposals in response to this request, or to procure or contract for services or supplies. The Connector expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. The Connector reserves the right to withdraw this RFP at any time without prior notice. Furthermore, the Connector reserves the right to modify the RFP schedule described above.

Until award of a contract, the proposals shall be held in confidence and shall not be available for public review. No proposal shall be returned after the date and time set for the opening thereof. All proposals shall become the property of the Connector. Upon award of a contract to the successful proposer, all proposals shall be public records.

### **B. Award**

The Connector may ask RFP finalists to present oral briefings of their proposals. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. The Connector also reserves the right to award the contract without oral briefings or discussion, based upon the initial written proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a technical viewpoint.

### **C. RFP Addendum**

Any changes to the RFP requirements will be made by written addenda issued by the Connector and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

### **D. Verbal Agreement or Conversation**

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of the Connector shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

### **E. Precontractual Expense**

Precontractual expenses include any expenses incurred by proposers and selected contractor in:

1. Preparing proposals in response to this RFP

2. Submitting proposals to the Connector
3. Negotiations with the Connector on any matter related to proposals.
4. Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, the Connector shall not be liable for any precontractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. The Connector shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

#### F. Signature

The proposal will also provide the following information: name, title, address and telephone number of individual with authority to bind the consultant or consultant firm and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant or consulting firm and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period. Ratification of the contract is expected at the March 2010 Connector Authority Board Meeting.

#### G. Contract Arrangements

The successful consultant is expected to execute a contract similar to the Connector's Standard Agreement. A copy of the Connector's Standard Agreement is attached as Part A. While \$1 million per occurrence in commercial general liability coverage is required, under special circumstances the Connector may consider a lesser amount of insurance coverage, but not an amount less than \$500,000 per occurrence.

1. Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the Connector JPA, the California Department of Transportation ("Caltrans"), and the U.S. Department of Transportation that Disadvantaged Business Enterprises ("DBE's") shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE's are for-profit small business concerns as defined in Title 49, Part 26.5, Code of Federal Regulations ("CFR").
2. DBE Obligation: The consultant or its subcontractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all consultants or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Consultants and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
3. Title VI of the Civil Rights Act of 1964: The consultant agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

4. Equal Employment Opportunity: In connection with the performance of the contract, the consultant shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national original. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each proposal, to be considered responsive, must include the following:

1. Consultant's affirmative action program, if required pursuant to the equal employment opportunity requirements of the U.S. Department of Labor Regulations (41 CFR Part 60, *et seq.*). These regulations require certain contractors to develop and maintain affirmative action programs, including all contractors with 50 or more employees and a federally assisted contract of \$50,000 or more, as well as contractors who hold federally assisted construction contracts in excess of \$10,000.
2. Discussion of the consultant's proposed use of DBEs, if any, in the performance of this work, including the following:
  - The names and addresses of DBE firms that will participate
  - The description of the work each named firm will perform
  - The percentage of participation by each DBE firm

Additionally, the Disadvantaged Business Enterprise Information Form, attached hereto as Exhibit "B," must be completed.

### 3. Conflict of Interest

Consultants and consultant firms submitting proposals in response to this RFP must disclose to the Connector any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consultant services to be awarded pursuant to this RFP.

If the consultant or firm has no conflict of interest, a statement to that effect shall be included in the proposal.

## VIII. PROPOSAL CONTENT AND FORMAT

Proposals should be limited to specific discussion of the elements related to this RFP. The intent of this RFP is to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work. The consultant shall provide 10 copies of the proposal. The maximum total allowable length of submission materials shall not exceed **20 standard pages** (8.5" by 11", 1 inch margins with Arial font, at least 11 point), not including the following identified exclusions: brochures, forms, resumes, organization chart, percentage of person-hours, schedule, and work hour summary. All of these items should be included in an appendix.

Additionally, the work hours and fee estimate must be submitted in a sealed envelope and will not count toward the total number of pages.

The proposal shall address and include, but not be limited, to the following items:

1. Transmittal/ Introductory Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant or consulting firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

The letter may contain an expression of the Consultant's interest in the work, a statement regarding the qualifications of the Consultant to do the work, and any summary information on the project team or the Consultant that may be useful or informative.

2. Table of Contents

A listing of the major sections in the proposal and the associated page numbers.

3. Introduction and Project Understanding

Provide a brief response that demonstrates an understanding of the project. This should include potential risks and opportunities of the project based on existing information available in the Request for Proposal, from a site visit, and from applicable regulations or requirements

4. Scope of Work

Present your scope of work and methodology for preparing the Limited Access Roadway Alternative for the Connector Project as outlined in section III Scope of Work/Service. Describe the interrelationship of all work products, including the depth and scope of analysis of research proposed. Explain how previous or existing project experience will be utilized in the completion of the identified tasks. Highlight any unique approaches to expediting program and project level environmental approvals. Identify areas where additional information will be required to complete the requisite tasks.

3. Location of the Work

Identify the location(s) of the offices where the Consultant and any subconsultants will accomplish the work. If the Consultant's headquarters is not in Sacramento, provide evidence of the length of time the firm has maintained an office in the Sacramento area.

6. Project Team and Qualification

Identify the person to be designated lead consultant and give a detailed summary of their background. Present the qualifications of the lead consultant to develop and execute a community process strategy. Demonstrate ability of the lead consultant to lead a developing project through the environmental process. The lead consultant shall be expected to be available

for discussions with the Agency Staff Advisory Committee and the Staff Project Manager/Executive Director of the Connector JPA.

Discuss the overall qualifications of the firm. Include a brief description of the firm's philosophy, history, recent and relevant experience and organization structure. Discuss how many similar projects your firm has completed within the last five years. Similar information should be provided for each subcontractor. Provide an organization chart that graphically portrays how the project will be staffed and the chain of command. Please provide resumes for each individual on the chart highlighting qualifications relevant to their performance of each task. Those who are named must be those who participate in the work program. Indicate the anticipated total effort, expressed in percentages of person-hours to be provided by each member of the supporting professional staff. Specific responsibilities of the lead consultant and other key personnel should be detailed. The resumes, organization chart and the percentages of person-hours should be included in an appendix and will not count toward the total number of pages.

Substitution of any subconsultants, subcontractors, other service providers and suppliers identified in the proposal upon which the agreement is based shall not be made without the written consent of the JPA.

Additionally, the proposer must complete the Debarment Certification Form, attached hereto as Exhibit "C." The proposer must also complete the Levine Act Disclosure Statement attached hereto as Exhibit "D."

#### 7. Schedule

The proposal must include a detailed work plan which clearly identifies the tasks and deliverables. The proposal shall address the services listed in this RFP and other services which the Consultant believes are applicable to the project.

A comprehensive schedule of all work tasks will be included with the proposal. Work efforts carried out by others who are not part of the Consultant's team should also be shown on the schedule. Review times for the Agency Staff Advisory Committee should be clearly shown. An arbitrary start of work date of March 1, 2010, may be used on the project schedules. The schedule should be included in an appendix and will not count toward the total number of pages.

#### 8. Work Hour Summary by Task

List each task with the associated **total hours by task**. For each task of the scope of work, list the consultant and sub-consultant staff members and their respective number of hours that they will be working on this task as well as the total number of hours for each task. The list should also show the total estimated hours for the project. This summary should be shown as part of the Appendix and will not count towards the total page count. **Do not include any cost information in this section.**

#### 9. Work Hours and Fee Estimate

The Consultant will submit, along with the proposal, a single copy of the work hours and fee estimate in a separate, sealed envelope. This will not be opened until the consultants' proposals have been ranked based on their qualifications.

The work hours and fee estimate shall describe both the total and the detailed price for which the Consultant will commit to complete the total scope of work and end products. The work hours and fee estimate detail shall describe estimated costs for the completion of each proposed task, for travel and per-diem (if applicable), and for materials and supplies. Failure to provide adequate cost data will result in the proposal rejection as unresponsive. The work hours and fee estimate will not count toward the total number of pages.

## 10. References

List former clients for whom similar or comparable services have been performed. Include client contact names, address, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. The references will be contacted to discuss their experience with the consultant team members. If a reference telephone number is incorrect the consultant will receive a zero for that reference.

## IX. PROPOSAL EVALUATION AND SELECTION

### 1. Proposal Review

Each accepted proposal will be evaluated separately by a panel, made up of staff from the Connector’s member agencies. The panel will evaluate the proposals using the following criteria:

<b>Consultant Evaluation Criteria</b>	<b>Points Possible</b>
<p><b>Consultant’s understanding of the Request</b></p> <ul style="list-style-type: none"> <li>• Clarity and presentation of the proposal</li> <li>• Demonstrated knowledge of the required work</li> <li>• Identification of any problems related to conducting the study and possible solutions</li> <li>• Innovative approaches to the environmental review process</li> </ul>	250
<p><b>Project Management</b></p> <ul style="list-style-type: none"> <li>• Work plan and schedule</li> <li>• Local knowledge and office proximity of project manager</li> <li>• Appropriate level of effort and staffing by task</li> <li>• Procedures to ensure close contact between the consultant and JPA staff or it’s delegated equivalent</li> <li>• Experience with complex presentation to highly diverse audiences</li> </ul>	300
<p><b>Technical Qualifications</b></p> <ul style="list-style-type: none"> <li>• Demonstrated experience of the lead consultant in delivering the project</li> <li>• Demonstrated knowledge and experience with multi-stakeholder facilitation and public participation focused on the environmental analysis process</li> <li>• Demonstrated understanding of engineering requirements for environmental studies</li> <li>• Demonstrated capability on implemented projects of similar size and character</li> </ul>	350

• Creativity, uniqueness, and innovation	
<b>Strength of References</b>	100
<b>Total</b>	<b>1000</b>

The panel will make recommendations to the Connector’s Board of Directors on the basis of the written proposal, proposal reference check, and interview, if conducted. The Connector Authority reserves the right to select a consultant based solely on written proposals and not convene oral interviews. Should the Connector Authority choose to convene oral interviews, the proposers shall again be evaluated on their understanding of the request, project management, and technical qualifications.

The JPA may reject any proposal if it is conditional, incomplete, or contains irregularities. The JPA may allow a minor deviation from the requirements of this RFP. Allowance of a minor deviation shall not modify the RFP documents or excuse the proposing firm from full compliance with the contract requirements if the proposing firm is recommended for award of the contract.

In addition, the participation of qualified Disadvantaged Business Enterprises (DBE’s) in this project is strongly encouraged. (See section VII.G above.)

## **2. Oral Interview**

At the discretion of the JPA’s Project Manager, the selection process may include an oral interview with prospective firms. If it is determined that oral interviews are necessary, the firms will be notified in advance of the time and place of the oral interview. Firms will also be notified of additional information, if any, to be submitted at the oral interview. Firms, which fail to appear at the interview, will be considered non-responsive, and the firm will be eliminated from any further consideration.

## **3. Selection and Negotiations**

The proposal and oral interview will be evaluated by the evaluation panel using the "Consultant Evaluation Criteria" provided in this RFP. Upon selection of the most qualified firm, a detailed cost proposal will be requested from the selected firm. A separate detailed cost proposal shall be prepared for each of the activities listed in the Scope of Services section of this RFP and a summary cost proposal of all costs. The proposed contract will then be negotiated between the County and the most qualified firm. If agreement is reached, the firm will be recommended for award, subject to approval by the JPA Board of Directors. If there are unresolved issues and negotiations are unsuccessful, negotiations with the first ranked firm will be formally terminated. A cost proposal will be requested from, and negotiations will be entered into with the next most qualified firm.

**THE PROSPECTIVE CONSULTANT IS ADVISED THAT SHOULD THIS RFP RESULT IN RECOMMENDATION FOR AWARD OF A CONTRACT, THE CONTRACT WILL NOT BE IN FORCE UNTIL IT IS APPROVED AND FULLY EXECUTED BY THE JPA BOARD OF DIRECTORS.**

## **X. PAYMENT SCHEDULE**

The consultant will be paid in arrears, based upon the payment schedule agreed to in the contract. The consultant should forward a copy of all invoices for payment for work performed and associated expenses by the 15th day of the following month. At the Connector's discretion, the Connector may withhold ten percent (10%) of the payments until the successful completion of the project and the delivery and acceptance of all final products.

## **XI. REQUIRED SERVICES CRITERIA**

Coordination of Consultant and JPA activities will be accomplished through a Consultant Project Manager and a JPA Project Engineer. The Consultant Project Manager shall not be removed from the project during the course of work without satisfactory justification to the JPA.

The Consultant shall carry out instructions as received from the JPA Project Engineer and shall cooperate with the JPA and any other consultants working on the project.

It is not the intent of the foregoing paragraph to relieve the Consultant of his professional responsibility during the performance of this contract. In those instances where the Consultant believes a better design or solution to the problem is possible, he shall promptly notify the JPA Project Engineer of these concerns, together with technical justification therefor.

### **A. ACCURACY AND COMPLETENESS**

The consultant has total responsibility for the accuracy and completeness of the plans and related designs, specifications, and estimates prepared for this project and shall check all such material accordingly. Reviews by the JPA do not include detailed review or checking of the design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the consultant.

The estimates, calculations, reports, and other documents furnished under this scope of services shall be of a quality acceptable to the JPA project manager/engineer. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked and having the design engineer and checker identified. The applicable plan sheets and the title sheets for the specifications, design reports, and estimates shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and the signature of the professional engineer responsible for their preparation. The Consultant shall maintain a set of indexed project files.

### **B. QUALITY CONTROL**

The Consultant shall have a quality control plan in effect during the entire time that work is being performed under the contract. The plan shall establish a process whereby calculations and plans are independently checked, corrected and back-checked. All job related correspondence

and memoranda that is routed and received by affected persons shall be placed in appropriate indexed job files. The JPA Project Engineer may request evidence that the quality control plan is functioning. Where several drawings show different work in the same area, means shall be provided to assure that conflicts and misalignment in both new and existing improvements do not exist.

Each submittal of reports calculations, documents and other items submitted to the JPA for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work. This may be accomplished with a stamp and authorized signature or initials on each submittal and shall be indicated on the transmittal memo accompanying each submittal.

### C. VALUE ENGINEERING

All elements of the project will be considered for Value Engineering Studies. To this end, the Consultant shall examine the various elements of this design segment and submit an informal written statement or memorandum addressing those elements where it appears significant savings or other advantages can be realized. The statement shall be sufficiently informative to enable the JPA Project Manger/Engineer to determine whether to undertake a detailed Value Engineering Study or possibly initiate immediate design changes where the value of the change is apparent without the need of detailed study and analysis.

### D. MATERIALS

The Consultant and its subconsultants shall not incorporate in the design any materials or equipment of single or sole source without the written approval of the JPA. A brand name may be used for material and/or equipment as long as an “or equal” clause is included in the specifications.

### E. AWARD OF CONTRACT

It is anticipated that compensation under any contract resulting from this Request for Proposal (RFP) will contain a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events. Compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the advance written approval of JPA’s Project Manager. The Consultant shall promptly notify JPA’s Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation.

Any contract awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, age, sex, or national origin.

The prospective consultant will be required to adhere to the provisions of a fully executed agreement. Provisions of the agreement shall be based on a standard agreement approved by legal counsel. A sample of this standard agreement is in Exhibit A of this RFP.

**EXHIBIT A**

**STANDARD AGREEMENT**

**ELK GROVE – RANCHO CORDOVA – EL DORADO  
CONNECTOR AUTHORITY**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_ 200\_, at Sacramento, California, by and between the Elk Grove – Rancho Cordova – El Dorado Connector Authority, a joint powers agency (hereinafter “Authority”), through its Board of Directors, and \_\_\_\_\_, a \_\_\_\_\_, (hereinafter “Contractor”).

**RECITALS:**

1. Contractor 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. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. The Authority desires to contract with Contractor 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: Contractor shall commence work upon execution of this Agreement and in accordance with the Scope of Work, attached hereto as Exhibit “A” and incorporated herein. Contractor 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 \_\_\_\_\_, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.

2. Scope of Work: Contractor agrees to fully perform the work described in Exhibit “A” - Scope of Work. 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 Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by the Authority's Board of Directors. Approval shall not be presumed unless such approval is made by the Authority in writing.

3. Standard of Quality: All work performed by Contractor 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 Contractor's field of expertise.

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

5. Consideration: Payment to Contractor by the Authority shall be made as set forth in Exhibit "A". The amount to be paid to Contractor under this Agreement shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_), unless expressly authorized in writing by the Authority Board of Directors. 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. Contractor shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Contractor, as provided in this Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

a. Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., (any subcontractors and subrecipients shall refer to the *Office of Management and Budget Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments*) shall be used to determine the allowability of individual items of cost.

b. Contractor also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

c. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq.; *Office of Management and Budget Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments*; or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by Contractor to the Authority. Disallowed costs must be reimbursed to the Authority within sixty (60) days unless the Authority approves in writing an alternative repayment plan.

d. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of Sections 5 (a) through (c) above.

6. Reporting and Payment:

a. Contractor 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. Contractor 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 Contractor's written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after Authority approval of each billing; however, the Authority, at its own discretion, may withhold at least ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by the Authority of all final products. Said billings shall indicate the number of hours worked by each of Contractor'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 Contractor: The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of the Authority. Contractor, its officers, employees, agents, and subcontractors, 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. Contractor 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 Contractor in the performance of services under this Agreement. Contractor 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 for any reason, with or without cause, at any time, by giving Contractor 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 Contractor at the address indicated in Section 17.

b. If the Authority issues a notice of termination:

(1) Contractor shall immediately cease rendering services pursuant to this Agreement.

(2) Contractor shall deliver to the Authority copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, 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 Contractor 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 Contractor'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 Contractor does not meet the terms or standards specified in this Agreement, then the Authority shall be obligated to compensate Contractor only for that portion of Contractor'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 Contractor. Therefore, without the prior express written consent of the Authority, this Agreement is not assignable by the Contractor 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. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of the Authority. If the Authority consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor.

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 contractor and its subcontractors, 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, and *Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Governments*.

- (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 Contractor 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.
- (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 29, Disadvantaged Business Enterprise Participation.

14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless the Authority, its directors, officers, agents, and employees (the "Indemnitees") from and against any and all actions, claims, demands, losses, expenses, including reasonable attorneys' fees and costs, damages, and liabilities resulting from injury or death to a person or injury to property arising out of or the negligent acts, errors or omission of the Contractor. Contractor 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: Contractor 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:

<b>POLICY</b>	<b>MINIMUM LIMITS OF LIABILITY</b>
(1) Workers' Compensation; Employer's Liability.	Statutory requirements for Workers' Compensation; \$1,000,000 Employer's Liability.
(2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.
(3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001).	\$1,000,000 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.
(4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by the Authority).	\$1,000,000 per claim.
a. <u>Deductibles and Self-insured Retentions:</u>	Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by the Authority.
b. <u>Required Provisions:</u>	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 Contractor'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 Contractor's insurance and shall not contribute to it.
(2)	Any failure by Contractor 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)	Contractor'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: Contractor 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 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, Contractor 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. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor 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 Contractor's indemnity obligations.
16. Audit, Retention and Inspection of Records:
- a. 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 subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Contractor 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. Contractor 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.

- b. If so directed by the Authority upon expiration of this Agreement, the Contractor 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 Contractor. 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:

Tom Zlotkowski  
Elk Grove – Rancho Cordova – El Dorado Connector Authority  
10503 Armstrong Ave  
Mather, CA 95655

Contractor's project manager for this Agreement is \_\_\_\_\_. No substitution of Contractor'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 Contractor required by this Agreement shall be mailed by first-class mail to:

*Name, Title*  
*Contractor*  
*Address*  
*Address*

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 Contractor 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: Contractor 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: Contractor, 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 Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor 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, Contractor 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.

23. Non-discrimination Clause:

- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor 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 Contractor who works under this Agreement shall:
  - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
  - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement.

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement.
- b. No funds received from the Authority under this Agreement shall be used to assist, promote, or deter union organizing.
- c. Contractor will not, for any business conducted under this Agreement, use any public property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the public property is equally available to the general public for holding meetings.
- d. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Authority's funds has been sought for these costs, and Contractor shall provide those records to Authority upon request.

26. Debarment, Suspension, and Other Responsibilities: Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, 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. Contractor shall complete the Debarment Certification Form, attached hereto as Exhibit "B."

27. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Authority's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with the Authority or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify the Authority of any and all potential violations of this paragraph upon becoming aware of the potential violation.

28. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors 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.). Contractor 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.

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

a. Contractor certifies, to the best of his or her knowledge or belief, that:

- (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 Federally 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 any employee of a Member of Congress in connection with this Federal Agreement, the Contractor 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 Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement 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. Contractor also agrees by signing this Agreement 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.

30. Disadvantaged Business Enterprise (DBEs) Participation: This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs." DBE's and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds; however, DBE participation is not a condition of award. In any event, Contractor shall complete the DBE Information Form attached to this Agreement as Exhibit "C" so that AUTHORITY may compile statistics for federal reporting purposes.

- a. Non-Discrimination: Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is 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. Each subcontract signed by Contractor in the performance of this Agreement must include an assurance that Contractor and subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement.
- b. Prompt Payments of Withheld Funds to DBE and Non-DBE Subcontractors: Contractor shall pay to subcontractor(s) all moneys withheld in retention from the subcontractor within thirty (30) days from receiving payment from the Authority for work satisfactorily completed, even if other work is not completed and has not been accepted in conformance with the terms of the contract. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.
- c. Records: Contractor shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor. The records shall show the date of payment and the total

dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to the Authority.

- d. Termination of a DBE: In conformance with Federal DBE regulation Section 26.53(f)(1) and 26.53(f)(2), Part 26, 49 CFR, Contractor shall not:
- (1) Terminate for convenience a listed DBE subcontractor and then perform that work with its own forces (personnel), or those of an affiliate, unless Contractor has received prior written authorization from the Project Manager of the Authority to perform the work with other forces (other than Contractor's own personnel) or to obtain materials from other sources; and
  - (2) If a DBE subcontractor is terminated or fails to complete its work for any reason, Contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
  - (3) Noncompliance by Contractor with the requirements of this paragraph is considered a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedies for a breach of this Agreement as the Authority deems appropriate.
- e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify Contractor in writing with the date of certification. Contractor shall then provide to the Project Manager of the Authority written documentation indicating the DBE's existing certification status.

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

31. Campaign Contribution Disclosure. Contractor 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 "D."

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 Contractor 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. Contractor 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 Contractor may retain file copies of said work products. Contractor shall provide said work products to the Authority upon request.
- b. Contractor 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 Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; 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.

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

**ELK GROVE – RANCHO CORDOVA – EL DORADO  
CONNECTOR AUTHORITY**

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Chairperson of the Board

APPROVED AS TO FORM:

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Miller, Owen & Trost  
Legal Counsel to the Authority

**CONTRACTOR**

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*[Name]*  
*[Title]*

## **EXHIBIT “A”**

### **Scope of Work**

#### **Tasks to be Performed**

*(Include detailed description of tasks to be performed and timing)*

#### **Contract Term**

#### **Terms of Payment**

*(Include detailed description of terms of payment, e.g., specify fixed amount with no reimbursable costs, specify hourly rate with identified reimbursable costs up to a “not to exceed” figure)*

## EXHIBIT B

### DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM

*(To be completed by all proposers on Connector consultant contracts)*

#### Background

The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of the Elk Grove – Rancho Cordova – El Dorado Connector Authority (the “Connector”), the California Department of Transportation (Caltrans), and the U.S. Department of Transportation that DBE’s have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE may participate in the performance of the Connector’s contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

#### Requirements and Purpose of Form

The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. The purpose of this form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the bidder or proposer shall check the “No DBE Participation” option below (Option #1), and sign and return this form with its proposal.

#### Resources

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE’s. The CUCP database may be accessed on-line at <http://www.californiaucp.com>. If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the CalTrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the CalTrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

#### DBE Participation Information

*(Bidder/Proposer must check Option #1 or #2 below, provide required information regarding certified DBE’s, and sign this Information Sheet on page 2)*

\_\_\_\_\_ **Option #1 - No Certified DBE participation proposed for this contract.**

\_\_\_\_\_ **Option #2 - It is proposed that the following DBE(s) be used on this contract:**

*(Please attach an additional sheet if necessary)*

---

**Name of Certified DBE**

---

DBE Certification No.

---

DBE Address

---

---

DBE Telephone No.

---

---

DBE E-Mail Address

---

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Capacity of DBE (*e.g., contractor, subcontractor, vendor*)

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\$ Amount DBE Participation

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Description of services or materials to be provided by DBE

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**Name of Certified DBE**

---

DBE Certification No.

---

DBE Address

---

---

DBE Telephone No.

---

---

DBE E-Mail Address

---

---

Capacity of DBE (*e.g., contractor, subcontractor, vendor*)

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\$ Amount DBE Participation

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Description of services or materials to be provided by DBE

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**Submitted by:**

---

**Signature**

---

**Date**

---

**Print Name and Title**

---

**Name of Bidder, if different than signatory**

**EXHIBIT C**  
**DEBARMENT CERTIFICATION FORM**

*(To be completed by all proposers on Connector consultant contracts)*

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

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) 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;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

By \_\_\_\_\_  
Authorized Signature for Contractor

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Contractor Firm Name and Type of Entity (*Corp., Partnership, Sole Proprietor*)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Area Code/Telephone Number and E-Mail Address

**EXHIBIT D**

**LEVINE ACT DISCLOSURE STATEMENT**

*(To be completed by all proposers on Connector consultant contracts)*

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 12 months preceding the pendency of the contract award, and for three 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. Please refer to the attachment for the complete statutory language.

Current members of the Connector’s Board of Directors are:

Linda Budge  
Patrick Hume  
John Knight  
Don Nottoli  
Jeff Starsky

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 Connector Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES       NO

If yes, please identify the Director(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 Connector Director(s) in the three months following the award of the contract?

YES       NO

If yes, please identify the Director(s): \_\_\_\_\_

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

---

DATE

---

(SIGNATURE OF AUTHORIZED OFFICIAL)

---

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

---

(TYPE OR WRITE NAME OF COMPANY)

**California Government Code Section 84308**

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
  - (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
  - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
  - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
  - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
  - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
  - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two

hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.

**APPENDIX A**

**BACKGROUND DOCUMENTS**

