



### Meeting of the Board of Directors

**Location:** Rancho Cordova Council Chambers  
2729 Prospect Park Drive  
Rancho Cordova, CA

**Date:** Friday, November 12, 2010, 8:30 am – 10:30 am

**Roll Call:** Directors Budge, Hume, Knight, Nottoli, Starsky

Members of the public may comment on any item on the agenda at the time that it is taken up by the Board. We ask that members of the public complete a request to speak form, submit it to the Clerk of the Board, and keep their remarks brief. If several persons wish to address the Board on a single item, the Chair may impose a time limit on individual remarks at the beginning of the discussion.

**Public Communications:** Any person wishing to address the Board on any item not on the agenda may do so at this time. After ten minutes of testimony, any additional testimony may be heard following the New Business Items.

1. Executive Director's Report

#### Consent Agenda

2. Minutes for October 8, 2010, Meeting
3. Approve Board Meeting Schedule for Calendar Year 2011
  - a. Attachment – Staff Report
  - b. Attachment – Resolution
4. Request for Removal of Sacramento County Allocated Costs Charged to the JPA
  - a. Attachment – Staff Report
  - b. Attachment – Resolution
5. Adoption Revised Contracting and Purchasing Policies for the JPA
  - a. Attachment – Staff Report
  - b. Attachment – Resolution

#### New Business Items

6. Update on South Sacramento Habitat Conversation Plan (SSHCP) and Selection of a Representative to the Elected Liaison Group
  - a. Attachment – Staff Report
7. Update on Analysis in Context Sensitive Areas
  - a. Attachment – Staff Report
8. Adjournment

The Board may take action on any matter, however listed on this Agenda, and whether or not listed on this Agenda, to the extent permitted by applicable law. Staff Reports are subject to change without prior notice.

*If requested, this agenda can be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Board Secretary for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting, should telephone or otherwise contact the Board Secretary as soon as possible. The Board Secretary may be reached at 428 J Street, Suite 400, Sacramento, California 95814, or by telephone at (916) 447-7933. The Connector JPA's address is 10640 Mather Blvd., Suite 120, Mather, CA 95655. The Connector JPA's phone number is (916) 876-9094.*

ACRONYM DEFINITIONS  
11/12/2010 BOARD MEETING

ACoE	Army Corp of Engineers
CWG	Sheldon Community Working Group
DFG	Department of Fish and Game
EIR	Environmental Impact Report
EPA	Environmental Protection Agency
GLAR	Grant Line - Limited Access Road
LAR	Sheldon Limited Access Road
MOA	Memorandum of Agreement
NEPA	National Environmental Policy Act
P3	Public Private Partnerships
PEIR	Program Level Environmental Impact Report
SACOG	Sacramento Area Council of Governments
SCA	Sheldon Community Association
SOI	Sphere of Influence
SSHCP	South Sacramento Habitat Conversation Plan
Tiger II	DOT is authorized to award \$600 million in TIGER II Discretionary Grants pursuant to Title I (Department of Transportation) of the FY 2010 Appropriations Act (Pub. L. 111-117, Dec. 16, 2009)
USDOT	United States Department of Transportation
USFWS	United States Fish and Wildlife Service



## Capital SouthEast Connector Board of Directors

Item # 1  
Receive and File

November 12, 2010

### Executive Director's Report

**Issue:** An Executive Director's report is filed every month on current JPA activities

**Recommendation:** Receive and File

**Discussion:** The following is a brief status report on some of the more significant issues and activities currently being pursued by the Connector JPA staff.

#### Administrative

- The December board meeting has been rescheduled to Wednesday, December 15<sup>th</sup> @ 8:30. A proposed schedule for the Board meeting in 2011 is provided under item #3 on today's agenda.

#### Project

- The Administrative draft of the Program Environmental Impact Report for the project has been released to staff and the consultant team for internal review. The body of the report and its appendices are comprised of two bound volumes of approximately 500 pages of text and over 150 tables, graphs, and other supporting information. The Draft EIR is currently scheduled for public release in early 2011.
- Development of the technical functional guidelines, which will serve as project specifications, are under development for presentation to the Board in Spring, 2011. These technical guidelines will eventually be used to define the Project for formal adoption by the JPA Board and member jurisdictions during calendar year 2011.
- The Sheldon CWG's version of an LAR configuration was submitted to the JPA on October 22<sup>nd</sup> and will be discussed further as part of item #7 on today's agenda.

#### Fiscal

- On October 20<sup>th</sup>, the U.S. Department of Transportation (DOT) notified staff that the JPA TIGER II planning grant application was not selected for funding in this round. Only two planning grants in California were selected for funding, both in the Bay Area. Staff will be meeting with U.S. DOT staff in the near future to gain feedback on the application and to gain insight into potential future opportunities.
- The agreement between the Authority and KPMG, LLP was negotiated and presented to the Chair of the Board for signature earlier this week. Work is expected to begin on the development of a Plan of Finance by December 1<sup>st</sup>.

- At this time, four of the five member jurisdictions have contributed their local funds for FY 2010-11. Staff is in contact with the El Dorado County DOT to track the progress of the contribution.
- Staff has been in contact with several private equity partners in search of additional information on the project. The interested parties have requested that the JPA keep them informed of the progress of the project and advise them upon completion of the Plan of Finance. Indications are that private partnerships may be attracted to the location, size, and value the project presents to outside financing.

### Miscellaneous

- The Executive Director made a presentation on the status of the project before the Sacramento Transportation Authority on October 14<sup>th</sup>. There were no questions of significance raised by the STA Board members present.
- The Executive Director will be attending the Self Help Counties meeting on November 15-16 in Southern California. The focus of the agenda is P3 financing, innovative project delivery mechanisms, and the expected state of California infrastructure under the new Governor.
- The first project newsletter will be distributed at the end of November to all parties on the JPA mailing list.

Respectfully Submitted,



Tom Zlotkowski  
Executive Director



Capital SouthEast Connector Board of Directors

Item # 2  
Receive and File

November 12, 2010

### **Action Minutes of the October 8, 2010, Meeting**

The Capital SouthEast Connector Authority's Board of Directors met in regular session on October 8, 2010, in the Rancho Cordova Council Chambers, located at 2729 Prospect Park Drive, Rancho Cordova, CA, at 8:30 a.m.

**Call to Order:** Chairperson Starsky called the meeting to order at 8:30 a.m.

**Roll Call:** Directors Budge, \* Hume, Knight, Nottoli,\* and Starsky were present.

\*Arrived after Roll Call, as noted below.

**Public Comment on Items Not on the Agenda:** No comments were received.

**Executive Director's Report:** Mr. Tom Zlotkowski, the Executive Director of the Authority, summarized the highlights from his Executive Director's Report, including scheduling issues related to the November and December Board meetings.

### **Consent Agenda**

The consent agenda included: (1) Minutes of the August 12, 2010, meeting; (2) FY 2010-11 Budget Amendment No. 1; and (3) Amendment No. 1 to Contract with Design, Community & Environment. It was moved by Director Knight, seconded by Director Hume, and passed by unanimous vote that:

**THE CAPITAL SOUTHEAST CONNECTOR AUTHORITY BOARD OF DIRECTORS APPROVES THE CONSENT AGENDA, WHICH INCLUDED: (1) THE MINUTES OF THE AUGUST 12, 2010, MEETING; (2) FY 2010-11 BUDGET AMENDMENT NO. 1; AND (3) AMENDMENT NO. 1 TO CONTRACT WITH DESIGN, COMMUNITY & ENVIRONMENT.**

\* Director Budge arrived during the following item.

### **New Business Items**

**Adopt Annual Work Program and Schedule for FY 2010-11:** Mr. Tom Zlotkowski, the Executive Director of the Authority, presented the staff report and summarized the proposed work items and schedule. There was no public comment on this item. It was moved by Director Starsky, seconded by Director Budge, and passed by unanimous vote that:

**THE CAPITAL SOUTHEAST CONNECTOR AUTHORITY BOARD OF DIRECTORS APPROVED THE ANNUAL WORK PROGRAM AND SCHEDULE FOR FY 2010-11, AS PRESENTED TO THE BOARD.**

\* Director Nottoli arrived during the following item.

**Presentation: Overview of the Program Environmental Impact Report (PEIR) Process:** Mr. Zlotkowski introduced Ms. Maggie Townsley who provided an overview of the PEIR process in response to questions that were raised by the Board during the August 12, 2010, meeting.

**Authorize Board Chair to Execute a Contract with the Preferred Financial Advisory Consultant:** Mr. Zlotkowski presented the staff report. It was moved by Director Budge, seconded by Director Hume, and passed by unanimous vote that:

**THE CAPITAL SOUTHEAST CONNECTOR AUTHORITY BOARD OF DIRECTORS AUTHORIZED THE BOARD CHAIR TO EXECUTE A CONTRACT WITH THE PREFERRED FINANCIAL ADVISORY CONSULTANT.**

**CLOSED SESSION: PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Executive Director:** The Board moved into closed session at 10:30 a.m. The Board reconvened public session at 10:50 a.m. No reportable action was taken in closed session.

**Adjournment**

The meeting was adjourned following the Closed Session.

Approved By:

Attest:

\_\_\_\_\_  
Director Starsky  
Chairperson

\_\_\_\_\_  
Kirk Trost  
Secretary



Capital SouthEast Connector Board of Directors

Item # 3  
Resolution

November 12, 2010

### Approve Board Meeting Schedule for Calendar Year 2011

**Issue:** To adopt a Board meeting schedule for 2011, as required by the Joint Exercise of Powers Agreement.

**Recommendation:** Staff recommends that the Board adopt the proposed Board meeting schedule presented at this meeting.

**Discussion:** Section 6(b) of the Joint Exercise of Powers Agreement requires the Board to establish, by resolution, the number of regular meetings to be held each year and the date, hour, and location at which such regular meetings will be held, provided that the Board shall meet at least once every three months.

At this time, staff recommends that the Board continue to meet on the second Friday of each month, at 8:30 a.m., with several exceptions. The meetings of February, March, and November will all be held on the second Thursday of the month due to various conflicts with the second Friday of those months. Staff also suggests that the meetings in March, April, and May, be held in the evening in order to encourage public participation on the review of the PEIR and selection of the project alignment. Additional information and updates to this schedule will follow in early 2011.

Respectfully Submitted:

Tom Zlotkowski  
Executive Director

## 2011 Capital SouthEast Connector JPA Board Meeting Schedule

Rancho Cordova City Hall Council Chambers  
2729 Prospect Park Drive, Rancho Cordova  
8:30 am - 10:30 am

JANUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	<del>17</del>	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	<del>11</del>	12
13	14	15	16	17	18	19
20	<del>21</del>	22	23	24	25	26
27	28					

MARCH						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	*10	<del>11</del>	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL						
S	M	T	W	T	F	S
					1	2
3	4	5	6	*7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	<del>22</del>	23
24	25	26	27	28	29	30

MAY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	*12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	<del>27</del>	28
29	<del>30</del>	31				

JUNE						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	*9	10	11
12	13	14	15	16	<del>17</del>	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY						
S	M	T	W	T	F	S
					1	2
3	<del>4</del>	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER						
S	M	T	W	T	F	S
				1	2	3
4	<del>5</del>	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	<del>10</del>	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	<del>11</del>	12
13	14	15	16	17	18	19
20	21	22	23	<del>24</del>	<del>25</del>	26
27	28	29	30			

DECEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	<del>26</del>	27	28	29	30	31

- JPA Board Meetings
- Rancho Cordova Furlough Days
- County Holiday
- \* Potential Night Meeting

Note: February meeting being held Thursday February 10th due to county holiday schedule  
 March meeting being held Thursday March 10 due to furlough days with the City of Rancho Cordova  
 November meeting being held Thursday November 11 due to county holiday schedule



Item # 3  
Attachment

RESOLUTION NO. 2010-17  
RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CAPITAL SOUTHEAST CONNECTOR AUTHORITY  
ADOPTING THE 2011 BOARD MEETING SCHEDULE

**BE IT RESOLVED** that the Board of Directors of the Capital SouthEast Connector Authority hereby adopts the 2011 Board Meeting Schedule presented to the Board at this meeting in substantially the same form as attached hereto.

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

\* \* \* \* \*

PASSED AND ADOPTED this 12<sup>th</sup> day of November, 2010, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Secretary



Capital SouthEast Connector Board of Directors

Item # 4  
Resolution

November 12, 2010

### Request for Removal of Allocated Costs for FY 2010-11

**Issue:** To request that the Board approve the removal of charges to the JPA from the County Allocated Cost Package for FY 2010-11.

**Recommendation:** Staff recommends that the Board request that the County remove six (6) allocated cost line items from the JPA's Allocated Cost Package, and direct staff to notify the County of Sacramento of said action.

**Discussion:** The Allocated Cost Package consists of charges for numerous County services that are allocated to all departments in any given fiscal year. There are over fifteen (15) separate allocated costs assigned to the JPA totaling just under \$39K. Because JPA Staff are employees of Sacramento County, and the County is the JPA's Treasurer, some of these costs are appropriate. Allocated costs include the support of JPA accounting functions, IT support, telephone service, personnel services, messenger services, etc. However, there are also a number of costs included that are not considered appropriate.

The costs in dispute total \$9,852 and are listed below:

- Liability Insurance
- Safety Program
- Contract & Purchasing Services
- Facility Use
- Countywide Cost Plan
- Bonded Debt Service

The attached chart details the services, reasons for disputing the costs, and the actual cost for each line item. If the Board agrees and approves the removal of these costs, the signed Resolution will be forwarded to Sacramento County to ensure that these costs will not be charged to the JPA in the future. If the County agrees that these charges should not apply to the JPA, staff will also request that costs already charged to the JPA to-date be reversed.

Respectfully Submitted:

Tom Zlotkowski  
Executive Director

**CAPITAL SOUTHEAST CONNECTOR JPA  
ALLOCATED COSTS IN DISPUTE  
FY 2010-11**

Allocated Cost Line Items	Reason for Removal of Cost	Total Annual Allocations
<p><b>COUNTY LIABILITY INSURANCE</b> Costs for excess insurance to cover claims above a self-insured retention of \$2M</p>	JPA carries its own comprehensive general liability insurance in the amount of \$35M per occurrence and does not require any additional excess liability insurance	2,992
<p><b>SAFETY PROGRAM</b> Costs for managing the Countywide Safety/Accident Prevention &amp; Industrial Hygiene Programs</p>	The JPA does not utilize these services provided by the County	101
<p><b>CONTRACT &amp; PURCHASING SERVICES</b> Services for research, preparation, administration, etc.</p>	The JPA has its own policy and does not utilize the services provided by the County	16
<p>* <b>FACILITY USE</b> Costs for funding the following: Operation of the Facility Maintenance &amp; Operations Bradshaw &amp; Downtown Districts; the Security Division; the Energy Management Program</p>	The JPA does not utilize these services provided by the County	213
<p><b>COUNTYWIDE COST PLAN</b> Services for the Board of Supervisors and County Executive Office</p>	The JPA is governed by a separate and independent Board of Directors and is not governed by nor does it receive services from the Board of Supervisors or the County Executive Office	5,390
<p>* <b>BONDED DEBT SERVICE</b> Costs for County-owned facilities other than "Facility Use" (OCIT building)</p>	The JPA leases all office space from a non-County owned building and should not be billed for debt service on County-owned facilities	1,241

**\$ 9,953**

\* New Charges beginning in FY 2010/11



Item # 4  
Attachment

RESOLUTION NO. 2010-16

RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CAPITAL SOUTHEAST CONNECTOR AUTHORITY  
REQUESTING THE REMOVAL OF SACRAMENTO COUNTY  
ALLOCATED COSTS CHARGED TO THE JPA FOR FY 2010-11

**BE IT RESOLVED** that the Board of Directors of the Capital SouthEast Connector Authority hereby requests that the following Sacramento County Allocated Costs charged to the Connector JPA, as set forth in detail in the attachment hereto, be removed from said Allocated Cost Package for FY 2010-11: County Liability Insurance, Safety Program, Contract & Purchasing Services, Facility Use, Countywide Cost Plan, and Bonded Debt Service.

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

\* \* \* \* \*

PASSED AND ADOPTED this 12<sup>th</sup> day of November, 2010, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary



Capital SouthEast Connector Board of Directors

Item # 5  
Resolution

November 12, 2010

### Adoption of Revised Contracting and Purchasing Policies for the Capital SouthEast Connector

**Issue:** To request that the Board approve the proposed revisions to the JPA's Interim Contracting and Purchasing Procedures.

**Recommendation:** Staff recommends that the Board approve the revised Contracting and Purchasing Procedures, in substantially the same form as attached hereto.

**Discussion:** In May 2007, at the initial meeting of the JPA's Board, the Board adopted Interim Contracting and Purchasing Procedures which provided that all contracts solicited, awarded, and administered by the JPA would be solicited, awarded, and administered pursuant to the applicable provisions of law as applied to Sacramento County. Pursuant to joint powers law, the applicable contracting limitations are the statutory limitations placed upon a county with the population of Sacramento County, rather than the specific contracting and purchasing procedures adopted by Sacramento County.

The proposed revisions to the Contracting and Purchasing Procedures, attached hereto, incorporate the contracting requirements set forth in the U.S. Department of Transportation's regulations governing federal grant recipients and third party contracts. In practice, all of the JPA's contracts have complied with federal contracting requirements, when applicable. The proposed policy revision will not substantially change the JPA's practices, but it will allow the JPA to certify in any application for federal funding that its written contracting and purchasing policies comply with all federal contracting requirements.

Respectfully Submitted:

Tom Zlotkowski  
Executive Director

**CAPITAL SOUTHEAST CONNECTOR  
AUTHORITY  
CONTRACT AND PURCHASING PROCEDURES**

**Adopted by Board Resolution No. 2010-13, dated November 12, 2010.**

# TABLE OF CONTENTS

<b>I.</b>	<b>GENERAL PROVISIONS</b> .....	1
A.	Introduction and Purpose .....	1
B.	Definitions .....	1
C.	Basic Contracting Process .....	2
<b>II.</b>	<b>METHODS OF PROCUREMENT</b> .....	4
A.	Procurement by Small Purchasing Procedures .....	4
B.	Procurement by Sealed Bids/Invitation for Bids .....	4
C.	Procurement by Competitive Proposal/Request for Proposal.....	5
D.	Procurement by Qualifications – Based Competitive Proposal Procedures.....	6
E.	Advertising.....	6
F.	Procurement by Noncompetitive Proposal/Sole Source .....	7
<b>III.</b>	<b>AWARDING OF CONTRACTS</b> .....	8
A.	Supply Contracts.....	8
1.	Expenditures Less Than \$50,000.....	8
2.	Expenditures of \$50,000 or More .....	8
3.	Use of a Purchasing Agent.....	8
B.	Construction Contracts .....	8
1.	Expenditures Less Than \$25,000.....	9
2.	Expenditures of \$25,000 or More .....	9
3.	Day Labor .....	9
C.	Special Services Contracts.....	9
1.	Contracts Involving Both Special Services And Supplies.....	9
2.	Expenditures Less Than \$50,000.....	9
3.	Expenditures of \$50,000 or More .....	10
D.	Architectural & Engineering Services.....	10

1.	Expenditures Less Than \$50,000.....	10
2.	Expenditures of \$50,000 or More.....	10
E.	Real Property Contracts .....	10
1.	Contracts for the Lease of Real Property.....	10
<b>IV.</b>	<b>MODIFICATION OR AMENDMENT OF CONTRACTS.....</b>	<b>12</b>
A.	Amendments Generally .....	12
B.	Supply Contracts.....	12
C.	Construction Contracts .....	12
D.	Special Services Contracts.....	12
E.	Real Property Contracts .....	13
<b>IV.</b>	<b>CONTRACT FORMS AND APPROVALS .....</b>	<b>14</b>
A.	Written Contracts .....	14
B.	Approval By Legal Counsel .....	14
C.	Other Approvals.....	14
D.	Time of Completion.....	14
E.	Exceptions to Bidding Requirements .....	14
F.	Contract Prohibitions .....	15
1.	Contract Splitting.....	15
2.	Collusion With Bidders .....	15
<b>V.</b>	<b>ADDITIONAL BIDDING PROCEDURES.....</b>	<b>17</b>
A.	Independent Price Determination .....	17
B.	Bid Security; Disposition of Bid Security .....	17
C.	Opening of Bids; Award .....	18
D.	Determination of Lowest Responsible Bidder.....	18
E.	Irregularities.....	18

F.	Protests .....	18
G.	Alternative Award Upon Failure of Bidder to Enter Into Contract .....	19
H.	Rejection of All Bids. ....	19
<b>VI.</b>	<b>PERFORMANCE AND PAYMENT BONDS .....</b>	<b>20</b>
A.	Faithful Performance Bond.....	20
B.	Payment Bond.....	20
 <b>ATTACHMENTS</b>		
A.	<b>COST OR PRICE ANALYSIS .....</b>	<b>21</b>
B.	<b>CONNECTOR JPA CONTRACT CHECKLIST.....</b>	<b>26</b>
C.	<b>HISTORY OF THE PROCUREMENT .....</b>	<b>28</b>
D.	<b>DOCUMENTATION OF BIDS ACQUIRED BY TELEPHONE.....</b>	<b>29</b>
E.	<b>GUIDELINES FOR CRITERIA AND CONSIDERATIONS IN EVALUATING RFP'S .....</b>	<b>30</b>
F.	<b>PROPOSAL ANALYSIS FORM .....</b>	<b>31</b>

# **I. GENERAL PROVISIONS**

## **A. Introduction and Purpose**

These Contract and Purchasing Procedures (“Procedures”) are established for use by the Capital SouthEast Connector Authority (“Connector Authority” or “Connector”) for the award of Connector Authority Contracts.

The Connector Authority is responsible for its own product and services acquisitions. This process includes ensuring the necessity of procuring the product or service, ensuring appropriate funding is available, complying with laws, and writing contracts in a manner that safeguards the program’s and the organization’s interest. The Connector management must maintain a written record of all persons authorized to sign Contracts. These Procedures are designed to ensure the best and most cost effective use of program funds through an open and fair procurement process.

These Procedures are for the use of the Connector Authority’s Board of Directors and staff and shall not be construed to create or recognize any procedural or other right in any person or entity, including, but not limited to, any bidder, prospective bidder, or party to a Contract with the Connector Authority. The Board of Directors may adopt standard specifications setting forth procedures and controls for Contracts and the bidding and award thereof, to modify or supplement these Procedures. The Board of Directors may amend these Procedures from time to time.

## **B. Definitions**

1. “Board” means the Connector Authority’s Board of Directors.
2. “Construction Contract” means a contract for a specified individual project of construction, alteration, renovation, improvement, demolition, or repair work involving a public facility, but not including Maintenance.
3. “Contract” means a Construction Contract, Special Services Contract, Supply Contract and any other agreement, whether written, oral or otherwise, that evidences a legal obligation, including, but not limited to, any contract, lease, purchase order, change order, or similar thing, and any amendment thereto.
4. “Emergency” means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss and impairment of life, health, property, or essential public services.
5. “Executive Director” means the Executive Director of the Connector Authority or another individual given specific authorization by the Board of Directors to enter into a transaction on behalf of the Connector Authority.
6. “Non-Federal Contracts” means a Contract that will be funded with State and/or local funds only. No federal funds will be utilized to pay the selected vendor or contractor.

7. “Maintenance” means ongoing maintenance and other services, including, but not limited to, real property maintenance, janitorial services, elevator maintenance and repair, equipment maintenance and repair, landscaping and other such services.
8. “Purchase” means the purchase, rental, or leasing of supplies, goods, equipment, materials, and other personal property.
9. “Purchasing Agent” means the Purchasing Agent of the Connector Authority and any person to whom the Purchasing Agent delegate’s authority and responsibility for the function involved.
10. “Special Services Contract” means a contract for special services which cannot readily be provided by the Connector Authority's employees. "Special Services" include, but are not limited to, financial, economic, accounting (including the preparation and issuance of payroll checks and warrants), engineering, legal, medical, administrative, architectural, security, maintenance, operational, advertising, and related services and any other services of a similar nature.
11. “Supplies” means supplies, goods, equipment, materials, and other personal property, excluding such items used in or incorporated into a specified individual project of construction, alteration, renovation, improvement, demolition, or repair work involving a public facility.
12. “Supply Contract” means any Contract for the Purchase of Supplies.

### **C. Basic Contracting Process**

The contracting process starts with the recognition of a need for a product or service. From that point the process varies depending on the type of product or services needed. Key considerations include:

- *Time* – When the product or service is needed is a critical factor.
- *Cost and Funding* – Funding and payment for services rendered is important. The program should have funding available within its budget for the fiscal year in which the required services will be performed. If a multi-year contract, the necessary contingencies should be incorporated into the terms of the contract.

Prior to commencing any procurement or amending an existing contract that utilizes federal funds, the Executive Director must complete the Cost or Price Analysis Form, attached hereto as Attachment A.

- *Competitive Bidding* – Selection of a contractor must always be the result of an open and fair process in which all qualified providers of the product or service desired have the opportunity, and the information necessary, to submit a bid or proposal.
- *Management of the Contract* – The final step of managing the contract should be anticipated and planned during the contracting process. Deliverables should be clearly described so that they can be evaluated and payments can be approved.

Every contract file must include a “Connector JPA Contract Checklist,” attached hereto as Attachment B, and a “History of the Procurement,” attached hereto as Attachment C. These forms must be completed by the Project Manager for every project.

## II. METHODS OF PROCUREMENT

The following methods of procurement may be used as appropriate:

### A. Procurement by Small Purchasing Procedures

1. Small Purchasing Procedures. Small purchasing procedures may be used to acquire services, supplies, or other property under the specified dollar thresholds set forth in Sections III.A., III.B, and III.C. below, for each Contract category. Verbal or written price or rate quotations must be obtained from at least three possible sources.

For the purpose of small purchases, a hard copy of a published or listed price is considered a written quotation. If verbal quotations are received, staff must complete the “Documentation of Bids Received by Telephone” form, attached hereto as Attachment D. Verbal quotations can be difficult to enforce, so a successful verbal quotation must be confirmed in writing by the offeror.

When small purchasing procedures are used and an award is made to other than the source with the lowest quotation, a written justification of the award decision will be made a part of the quotation record.

2. Prohibited Divisions. The recipient may not divide or reduce the size of its procurement to utilize small purchasing procedures and avoid the additional procurement requirements applicable to larger acquisitions.

### B. Procurement by Sealed Bids/Invitation For Bid (IFB)

If sealed bids/invitation for bids (“IFB”) are utilized as required in Section III below, bids must be publicly solicited and a firm fixed-price contract (lump sum or unit price) will be awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

1. IFB. IFB may be utilized when the following conditions are present:

(a) A complete, adequate, and realistic specification or purchase description is available;

(b) Two or more responsible bidders are willing and able to compete effectively for the business;

(c) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price; and

(d) No discussion with bidders is needed.

2. If the IFB procurement method is used, the following requirements apply:
  - (a) The IFB will be publicly advertised, as set forth below in this section II.E.;
  - (b) Bids shall be solicited from an adequate number of known suppliers, providing them sufficient time to prepare bids prior to the date set for opening the bids;
  - (c) The IFB, which will include any specifications and pertinent attachments, shall define the items or services sought in order for the bidder to properly respond;
  - (d) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
  - (e) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder, as set forth herein in section V.D. When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest;
  - (f) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
  - (g) Any or all bids may be rejected if there is a sound, documented business reason.

3. The IFB procurement method is the preferred method for procuring Construction Contracts that require bidding, if the conditions above apply.

**C. Procurement by Competitive Proposal/Request for Proposals (RFP)**

Procurement by competitive proposal/request for proposals (“RFP”) may be utilized when more than one source is expected to submit an offer, i.e., proposal. Either a fixed price or time and materials contract will be awarded. This method of procurement will generally be used when conditions are not appropriate for the use of sealed bids. If this procurement method is used, the following requirements will apply:

1. RFPs shall be publicized, as set forth below in this section II.E.
2. All evaluation factors will also be identified, along with their relative importance;
3. Proposals will be solicited from an adequate number of qualified sources;

4. When conducting technical evaluations of the proposals received, staff shall use the “Guidelines for Criteria and Considerations in Evaluating RFPs” and “Proposal Analysis Form,” attached hereto as Attachments E and F, respectively;

5. The contract will be awarded to the responsible firm whose proposal is most advantageous to the Authority's program when price and other factors are considered; and

6. In determining which proposal is most advantageous, the Authority may award the contract to the proposer whose proposal offers the best value. However, if the Authority uses the best value selection method as the basis for award, the solicitation must contain language establishing that an award will be made on a “best value” basis.

#### **D. Procurement by Qualifications-Based Competitive Proposal Procedures**

The Connector Authority shall use qualifications-based competitive proposal procedures (i.e., Brooks Act procedures) when contracting for Architectural and Engineering (“A&E”) services. Services subject to this requirement include program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services. If this procurement method is used, the following procedures will apply:

##### **1. Qualifications-Based Competitive Proposal Procedures**

Qualifications-based competitive proposal procedures require that:

- a. An offeror’s qualifications are evaluated;
- b. Price is excluded as an evaluation factor;
- c. Negotiations are conducted with only the most qualified offeror;
- d. Failing agreement on price, negotiations with the next most qualified offeror are conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the grantee.

##### **2. Limitations**

These qualifications-based competitive proposal procedures can only be used for the procurement of the A&E services as set forth below. This method of procurement cannot be used to obtain other types of services even though a firm that provides A&E services is also a potential source to perform other types of services.

#### **E. Advertising**

The Executive Director shall advertise notice of a procurement by IFB or RFP in a newspaper of general circulation in the county in which the work is to be performed or the supplies provided. The Executive Director shall publish the notice inviting bids at least once and at least ten (10) calendar days before the date of opening bids. The notice inviting bids shall include a description of the supplies or work to be provided, and shall state where bid forms and specifications may be secured, the time and place bids or proposals are to be submitted, and the time and place for opening bids or proposals.

**F. Procurement by Noncompetitive Proposals/Sole Source.**

Sole source procurements are accomplished through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. A contract change that is not within the scope of the original contract is also considered a sole source procurement that must comply with this subparagraph.

**1. Procurement by sole source.** Sole source procurements may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

- (a) The item is available only from a single source;
- (b) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (c) After solicitation of a number of sources, competition is determined inadequate; or

2. A Cost or Price Analysis (Attachment A) verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.

3. Upon receiving a single bid or proposal in response to a solicitation, the Connector Authority will investigate and determine whether competition was adequate. This determination may include: (i) a review of the specifications to verify whether they were unduly restrictive; or (ii) contacting sources that chose not to submit a bid or solicitation.

- (a) It is only if the grantee determines that competition was inadequate that the procurement should proceed as a sole source procurement. The mere fact that only one bid or proposal was received does not automatically mean competition was inadequate since many unrelated factors could cause potential sources not to submit a bid or proposal.

### **III. AWARDING OF CONTRACTS**

The contracts of the Authority, including contracts for supplies, construction services, special services, architectural and engineering services, and real estate, shall be awarded pursuant to the guidelines set forth below.

#### **A. Supply Contracts**

##### **1. Expenditures Less Than \$50,000**

a. The Executive Director is authorized to award all Supply Contracts when the expenditure is less than Fifty Thousand Dollars (\$50,000).

b. For purchases of Supplies under twenty-five hundred dollars (\$2,500), the Executive Director may use Small Purchasing Procedures. Expenditures between \$2,500 and \$50,000 shall be awarded pursuant to IFB or RFP.

##### **2. Expenditures of \$50,000 or More**

a. All Supply Contracts for expenditures of Fifty Thousand Dollars (\$50,000) or more shall be awarded by the Board of Directors pursuant to IFB or RFP.

b. Such contracts need not be awarded by the Board where the entire contract amount is to be paid by any other state or local entity, or another joint powers agency; however, IFB or RFP will be used.

##### **3. Use of a Purchasing Agent**

In the event that the Connector Authority employs or designates a Purchasing Agent for the purchase of Supplies, Section A.1. above shall not apply and the following procedures shall apply instead:

##### **a. Expenditures Less Than \$50,000**

(1) The Executive Director is authorized to award all Supply Contracts when the expenditure is less than Fifty Thousand Dollars (\$50,000).

(2) The Executive Director may use Small Purchasing Procedures for a Supply Contract between \$2,500 and \$50,000.

(3) For purchases under \$2,500, the Executive Director may waive such written or verbal quotations and purchase from a single source if in his/her opinion such a process is in the best interest of the Connector Authority.

#### **B. Construction Contracts**

Generally, Construction Contracts shall be awarded as set forth below. However,

procurement of Design-Bid-Build and Design-Build contracts may require alternative procedures. Prior to commencing a Design-Build or Design-Bid-Build procurement, the Connector staff shall consult with legal counsel regarding the most up-to-date requirements under local, state, and/or federal law.

**1. Expenditures Less Than \$25,000**

a. The Executive Director is authorized to award all Construction Contracts when the expenditure is less than Twenty Five Thousand Dollars (\$25,000). The Executive Director may employ such requirements for bid security, faithful performance bonds, or payment bonds as he or she deems necessary.

b. IFB shall be used for Construction Contracts of more than Ten Thousand Dollars (\$10,000). For Construction Contracts under \$10,000, the Executive Director shall use Small Purchasing Procedures.

**2. Expenditures of \$25,000 or More**

a. The Board shall award Construction Contracts for expenditures of Twenty Five Thousand Dollars (\$25,000) or more, except that the Executive Director may award such Construction Contracts where the entire contract amount is to be paid by any other state or local entity, or another joint powers agency.

b. IFB shall be used.

**3. Day Labor**

Notwithstanding any other provision of these Procedures, the Executive Director may carry out projects utilizing day labor. In carrying out projects by day labor, the Connector Authority shall be subject to the restrictions imposed upon local agencies in the utilization of day labor.

**C. Special Services Contracts**

**1. Contracts Involving Both Special Services And Supplies**

Contracts which involve both Special Services and Supplies shall be deemed Special Services Contracts; except that such contracts for which Supplies account for more than 80% of the contract price shall be deemed Supply Contracts.

**2. Expenditures Less Than \$50,000**

a. The Executive Director is authorized to award all Special Services Contracts when the expenditure is less than Fifty Thousand Dollars (\$50,000).

b. For purchases under \$50,000, the Executive Director may use Small Purchasing Procedures.

**3. Expenditures of \$50,000 or More**

a. The Board shall award all Special Services Contracts when the expenditure is Fifty Thousand Dollars (\$50,000) or more, except that such contracts need not be awarded by the Board where the entire contract amount is to be paid by any other state or local entity, or another joint powers agency.

b. For expenditures of \$50,000 or more, the Executive Director shall use RFP.

**D. Architectural and Engineering Services (A&E)**

The Connector Authority shall use qualifications-based competitive proposal procedures (i.e., Brooks Act procedures) when contracting for Architectural and Engineering (“A&E”) services, as set forth in section II.D. above.

**1. Expenditures Less Than \$50,000**

a. The Executive Director is authorized to award all A& E Services Contracts when the expenditure is less than Fifty Thousand Dollars (\$50,000), pursuant to qualifications-based competitive proposal procedures.

b. For expenditures anticipated to be less than Fifty Thousand Dollars (\$50,000), the Executive Director may use a simplified RFP procedure, as set forth below:

(1) Proposals will be solicited from an adequate number of qualified sources; and

(2) When conducting technical evaluations of the proposals received, staff shall use applicable portions of the “Guidelines for Criteria and Considerations in Evaluating RFPs” and “Proposal Analysis Form,” attached hereto as Attachments E and F, respectively.

**2. Expenditures of \$50,000 or More**

a. The Board shall award all A& E Services Contracts when the expenditure is Fifty Thousand Dollars (\$50,000) or more, pursuant to qualifications-based competitive proposal procedures.

**E. Real Property Contracts**

**1. Contracts for the Lease of Real Property**

The Executive Director is authorized to lease real property for use by the Connector Authority for a term not to exceed three years and for a rental not to exceed Seven Thousand Five

Hundred Dollars (\$7,500) per month. Notice of the intent to execute a lease under this provision shall be posted in a public place for five working days prior to execution of the lease.

## **IV. MODIFICATION OR AMENDMENT OF CONTRACTS**

### **A. Amendments Generally**

If the terms of a contract require modification, the contract must be formally amended, in writing, as follows.

1. An amendment should contain the same degree of specificity for changes that the original contract contained for the same item.
2. Amendments must be entered into before the expiration of the original contract.
3. Amendments should be approved by the same level of authority that the original contract was approved unless such authority has been specifically delegated.

### **B. Supply Contracts**

1. The Executive Director may amend any Supply Contract when the amount of the contract, including any amendment, is less than Fifty Thousand Dollars (\$50,000).
2. The Executive Director may amend a Supply Contract when the amount of the contract, including any amendment, is Fifty Thousand Dollars (\$50,000) or more where the entire contract amount is to be paid by any other state or local entity, or another joint powers agency.
3. All modifications or amendments of Supply Contracts that do not meet the requirements of subdivisions 1 or 2 above shall be approved by the Board.

### **C. Construction Contracts**

1. The Executive Director may amend any Construction Contract when the amount of the contract, including any amendment and any change order, is less than Twenty Five Thousand Dollars (\$25,000).
2. The Executive Director may amend a Construction Contract when the amount of the contract, including any amendment and any change order, is Twenty Five Thousand Dollars (\$25,000) or more and the entire contract amount is to be paid for by any other state or local entity, or another joint powers agency.
3. All modifications or amendments of Construction Contracts that do not meet the requirements of subdivisions 1 or 2 above shall be approved by the Board.

### **D. Special Services Contracts and A & E Contracts**

1. The Executive Director may amend any Special Services Contract or A & E Contract when the amount of the contract, including any amendment, is less than Fifty Thousand Dollars (\$50,000).

2. The Executive Director may amend any Special Services Contract or A & E Contract when the amount of the contract, including any amendment, is Fifty Thousand Dollars (\$50,000) or more and the entire contract amount is to be paid for by any other state or local entity, or another joint powers agency.

3. All modifications or amendments of Special Services Contracts or A & E Contracts that do not meet the requirements of subdivisions 1 or 2 above shall be approved by the Board.

**E. Real Property Contracts**

1. The Executive Director may amend any real property lease for improvements or alterations, or both, provided that the amendment is made in accordance with California Government Code section 25350.51.

## **V. CONTRACT FORMS AND APPROVALS**

### **A. Written Contracts**

All contracts and agreements exceeding Six Thousand Five Hundred Dollars (\$6,500) must be written agreements executed by the Executive Director on behalf of the Connector Authority. The Executive Director may waive the requirement for a written agreement in cases of public emergency or when the Executive Director determines that it is reasonably necessary for the conduct of the Connector Authority's business, in which case the Board shall be notified as a matter of information at its next meeting.

### **B. Approval By Legal Counsel**

Written Contracts shall be approved as to form by legal counsel prior to execution.

### **C. Other Approvals**

Contracts awarded in accordance with these Procedures shall not be subject to further approval by state, county, or other agencies.

### **D. Time of Completion**

All Contracts shall specify the time within which the supplies or work shall be furnished to the Connector Authority and may provide for liquidated damages for failure to comply. The Executive Director may extend such time for delays caused by the Connector Authority, acts of God, weather, strikes, or other circumstances over which the contractor has no control. The Board may extend such time for any reason it deems appropriate, including those causes for which the Executive Director may grant an extension of time.

### **E. Exceptions to Bidding Requirements for Non-Federal Contracts**

Notwithstanding any other provision of these Procedures, Non-Federal Contracts may be let without bidding, when permitted by law, under the following circumstances:

1. When a patented or proprietary item is being Purchased; or
2. To the extent not included in the definition of Special Services Contracts, when the following types of personal property or services are being acquired or Purchased: (a) advertising; (b) books, recordings, motion picture films, subscriptions; (c) property or services provided by or through other governmental agencies or obtainable from suppliers which have in force a current Contract with another governmental agency for the same item or service; (d) property or services the price of which is fixed by law; or (e) insurance; or
3. When the Executive Director, based on advice by legal counsel, determines that entering a Contract without bidding is reasonably necessary for the conduct of the Connector Authority business;

4. When the Executive Director determines that it is advantageous to the Connector Authority to purchase supplies from another public agency or in cooperation with another public agency using that other public agency's bidding procedures;

5. When the Executive Director determines that it is advantageous to the Connector Authority to purchase surplus supplies from the United States Government, or any agency thereof, or from the State of California, or any agency thereof, or any public body without bidding; or

6. In the event of an Emergency as follows:

The Board finds that, by its resolution approving these Procedures on a four-fifths (4/5) vote, the public interest and necessity in cases of Emergency often demands the immediate expenditure of money to safeguard life, health, or property and, therefore, the Board hereby delegates to the Executive Director, in cases of Emergency, the authority to act in accordance with the procedures set forth in Public Contract Code section 22050. In the case of an Emergency, any sum required by the Emergency may be expended without complying with the Bidding provisions of these Procedures. The Executive Director shall report such Emergency expenditure at the next meeting of the Board.

## **F. Contract Prohibitions**

### **1. Contract Splitting**

No officer or employee of the Connector Authority shall split or separate into smaller units any Contract for the purpose of evading the provisions of these Procedures. Splitting or separating a transaction means reducing the amount of any Contract with knowledge that additional supplies or additional work, after such reduction, will be required within the same budgetary term.

### **2. Collusion With Bidders**

No officer or employee of the Connector Authority shall:

a. Aid or assist a bidder in securing a Contract at a higher price than that proposed by any other bidder;

b. Favor one bidder over another;

c. Willfully mislead any bidder regarding the character of the supplies or work called for;

d. Knowingly accept supplies or work of a quality inferior to that called for by the Contract;

e. Knowingly represent to the Connector Authority the receipt of a greater amount, or different kind, of supplies or work than has been actually received; or

f. Draft any invitation to bid, or cause it to be drafted, in such manner as to limit the bidding, directly or indirectly, to any one bidder.

## **V. ADDITIONAL BIDDING PROCEDURES**

### **A. Independent Price Determination**

No person, company, firm or corporation submitting any bid or proposal to the Connector Authority shall do any of the following:

1. Propose or bid prices which have not been arrived at independently, and without consultation, communication, or agreement with any other bidder, offeror, or competitor for the purpose of restricting competition as to any matter relating to the prices bid or proposed;
2. Knowingly disclose any price, bid, or proposal to any other bidder, offeror, or to any competitor prior to opening the bids or proposals, unless otherwise required by law;
3. Make any attempt to induce any other person, firm, or other entity or association to submit or not to submit a bid or proposal for the purpose of restricting competition;
4. Make or be interested in more than one bid under any IFB or RFP; provided, however, that nothing herein shall limit the right of any person or entity to deal independently with the same subcontractor or supplier as other persons or entities in the preparation of a bid, or to limit the right of any person or entity dealing in any name brand supplies required by the Connector Authority to bid independently of any other person or entity dealing in the same supplies.

In the case of joint venture bids, the joint venture, and each and every member of the joint venture, shall for purposes of the foregoing be construed to be the person submitting the bid or proposal.

Any bid received, or Contract awarded, in violation hereof shall be a nullity, and the Board or Executive Director, as applicable, shall in such case dispose of the matter in the same manner as if the person or entity involved had failed to enter into the Contract after award thereof, as provided herein.

### **B. Bid Security; Disposition of Bid Security**

Whenever, upon the call for bids for any Purchase of Supplies or work, the Executive Director deems it to be advisable, each bidder shall be required to submit bid security, either in cash, by cashier's check, or certified check in favor of, and payable on sight to, the Connector Authority, or by surety bond, insured by a corporate surety admitted to do business in California, in an amount determined by the Executive Director to be sufficient, but not to exceed ten percent (10%) of the aggregate amount of the bid. If the bidder to whom the Contract is awarded shall, for twenty (20) calendar days (or such longer period as specified in the IFB or RFP) after receipt of such award, fail or neglect to enter into the Contract and file the required bonds, the bid security may, at the discretion of the Executive Director, be forfeited and the Executive Director may draw the money

due on such bid security and pay the same, or any cash deposited, into the Connector Authority's treasury. Upon good cause being shown, the Executive Director may, and to the extent the Connector Authority is responsible for any delay, shall, extend the time for the bidder to enter into the Contract for a period not to exceed forty (40) calendar days.

All bid securities and bid bonds, other than the bid securities and bid bonds of the two lowest bidders, shall be returned to the bidders after award of the Contract to the successful bidder. The remaining bid securities and bid bonds shall be returned after execution of the Contract and deposit of the necessary bonds by the successful bidder. In the event that all bids are rejected pursuant to subsection K., below, all bid securities and bid bonds shall be returned to the bidders.

### **C. Opening of Bids; Award**

All bids shall be sealed, identified as bids or proposals on the envelope as specified in the IFB or RFP, and submitted to the Executive Director by the time and at the place specified in the IFB or RFP. The remaining procedures of this sub-section apply to IFB's only: Bidders may withdraw bids up to the time specified for submission; however, no person who withdraws a bid may submit another bid unless no award is made and a new solicitation is made. Bids received after the specified time shall not be accepted and shall be returned to the bidder unopened. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

### **D. Determination of Lowest Responsible Bidder**

If any Contract is awarded pursuant to IFB or RFP, it must be awarded to the lowest responsive and responsible bidder in the case of an IFB and to the responsible bidder scoring the highest in evaluation of proposals in the case of an RFP. In determining who is a responsible bidder in the case of an IFB, the Executive Director may consider (i) the quality of the Supplies or work to be provided by the bidder; (ii) the ability, capacity, and skill of the bidder to perform the Contract; (iii) the ability of the bidder to perform the Contract within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and (v) the quality of the bidder's performance on previous Contracts with the Connector Authority, any member entity of the Connector Authority, the State of California, or any other entity.

### **E. Irregularities**

The Executive Director reserves the right to reject any and all bids or proposals or to waive informalities or minor irregularities. The Executive Director reserves the right to make multiple awards and to prohibit "all or none" bids or proposals.

### **F. Protests**

The Executive Director shall investigate any protest pertaining to a bid, proposal, or contract award. In the case of a protest which the Executive Director determines is non-substantive, the Executive Director shall resolve the protest and thereafter inform the Board. In the case of a protest which the Executive Director determines is substantive, the Executive Director shall either (1) reject all bids or proposals and rebid the project, or (2) make a recommendation to the Board and the

Board may either adopt or reject the recommendation, direct that further investigation be made, or hear the matter itself.

**G. Alternative Award Upon Failure of Bidder to Enter Into Contract**

With respect to IFB's, if the bidder to whom the Contract is awarded fails to enter into a Contract within the specified time, the Executive Director may declare the award to that bidder a nullity, and (i) award the Contract to the next lowest responsible bidder, or (ii) reject all bids and (a) re-advertise for bids or (b) negotiate a Contract in accordance with subsection H., below.

**H. Rejection of All Bids**

With respect to IFB's, in the event (i) the bidder to whom the Contract is awarded fails to enter into the Contract as required and the Executive Director does not make an award to the next lowest responsible bidder; or (ii) the Executive Director believes that the lowest responsible bid is not the best price obtainable and rejects all bids; or (iii) no responsive and responsible bids are received; then the Executive Director may (a) re-advertise for new bids; or (b) enter into direct negotiations with the contractors to achieve the best possible price; or (c) abandon the project. In the event the Executive Director enters into direct negotiations with contractors to achieve the best possible price, the Executive Director shall consult with the Connector Authority's legal counsel prior to entering a negotiated Contract.

## **VI. PERFORMANCE AND PAYMENT BONDS**

### **A. Faithful Performance Bond**

The successful bidder for each Construction Contract of Twenty Five Thousand Dollars (\$25,000) or more shall be required to supply a performance bond to guarantee the faithful performance of the Contract. The bond shall be in the amount of one hundred percent (100%) of the Contract price, except that a lesser amount may be approved by the Board. Such bond shall be issued by a corporate surety admitted to do business in California and shall be subject to approval by counsel for the Connector Authority.

### **B. Payment Bond**

The successful bidder for each Construction Contract of Twenty-Five Thousand Dollars (\$25,000) or more shall provide a payment bond to secure payment of the claims of subcontractors, materialmen and employees of the general contractor and other amounts due pursuant to Civil Code section 3248 in the amount of one hundred percent (100%) of the Contract price. Such bond shall be issued by a corporate surety admitted to do business in California and shall be subject to approval by counsel for the Connector Authority.

## ATTACHMENT A

### COST OR PRICE ANALYSIS

A Cost or Price Analysis must be performed in connection with every procurement action involving federal funds, including contract modifications. Connector staff must make independent estimates before receiving bids or proposals.

A **Cost Analysis** must be performed to determine the reasonableness of the proposed contract price when the Prospective Contractor is required to submit the elements of the estimated cost (i.e., labor hours, overhead, materials, etc.), whenever adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalogue or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.

In all other circumstances, a **Price Analysis** must be completed to determine the reasonableness of the proposed contract price.

The Cost or Price Analysis should address the *realism* of various cost elements proposed. If the proposed costs are unrealistically low, an adjustment should be made in the negotiated contract to reflect what the Connector staff believes the effort will actually cost given that the Prospective Contractor's specific technical approach as well as its direct and indirect cost rates. This cost assessment must be carefully considered when determining which of the Prospective Contractor's proposal represents the best value for the procuring agency.

### **COST ANALYSIS**

Below is a sample Cost Analysis Table. Additional information regarding each cost element category is also provided below:

<u>Cost Element</u>	<u>Prospective Contractor's Proposal</u>	<u>Pre-negotiation Objective</u>
Direct Labor	\$	\$
Labor Overhead	\$	\$
Direct Material	\$	\$
Mat'l Overhead	\$	\$
Other Direct Costs	\$	\$
Subtotal	\$	\$
G&A	\$	\$
Subtotal	\$	\$
Profit/Fee	\$	\$
Total	\$	\$

(1) Direct Labor

Compare, in detail, the proposal and the cost estimate for direct labor categories, hours and rates. Summarize the Prospective Contractor's rationale for the proposed labor categories, hours and rates. Staff must establish a reasonable cost objective after considering and analyzing all of the available data. Statements to the effect, "THE OFFEROR HAS PROPOSED THE SAME RATES ON OTHER CONTRACTS," are not adequate without discussing how price reasonableness was determined under the other contracts.

In evaluating a Cost Proposal, staff should consider the following questions:

Are the proposed labor rates the result of a negotiated forward pricing rate agreement (FPRA)?

Are they current actual rates for specific employees or a composite rate for personnel under each labor category?

If the labor rates are developed on a specific base rate, what escalation factor (if any), has the Prospective Contractor applied to the base rate? Is that a reasonable factor?

Are the proposed labor categories and hours based upon the Prospective Contractor's previous experience?

What evidence of historically incurred hours has the Prospective Contractor provided? Or, is the proposal an engineering estimate of the projected labor and expertise to accomplish the requirements of the acquisition?

Do the proposed hours correspond to the performance period?

(2) Labor Overhead, Material Overhead, and G&A

Compare, in detailed discussion, the proposal and the cost estimate for labor overhead, material overhead, and G&A. Staff must evaluate the basis for labor rates, overhead and G&A. Are the estimated rates based upon recommendations? Did staff request an audit of the Prospective Contractor's rates? Absent such information, staff must evaluate the Prospective Contractor's proposed rates in detail (i.e., cost elements included in the indirect pools) for allowability and allocability. Comparing one Prospective Contractor's rates with those of another is not an acceptable method in any case. Also, comparing this year's proposed rates to last year's rates is not a basis for establishing reasonableness of the currently proposed rate.

(3) Direct Material

Provide a detailed breakdown and compare, in detailed discussions, the Prospective Contractor's material quantities and unit prices, such as copies, brochures, computer discs, etc. Address the basis of the proposed costs for direct materials (based on an engineering estimate? history?, etc.) and costs associated with the material (based on catalog prices? oral quotes? written quotes? historical prices escalated by \$?, competitive?, etc.)

If staff takes exception to any material items and/or quantities, what information was relied upon to reach such conclusions? If staff takes exception to any pricing aspects of a proposal, explain fully how staff arrived at its objective. Staff must make a determination of price reasonableness

for the direct material items. When challenging a cost, explain the basis for the position. "Appears too high," without rationale, is not sufficient.

#### (4) Other Direct Costs (ODC)

Compare, in detail discussions, the proposal and the cost estimate for other direct costs, such as computer support, freight, air travel, per diem, and sub-consultants.

Provide an analysis of the items included under this cost element. For instance, are the number of trips scheduled considered reasonable by audit or staff's technical evaluation? Are the costs per trip reasonable?

Check air travel rates with commercial airlines. How do the proposed costs compare with previous history? Did the contractor apply an escalation factor? Is it reasonable? In this analysis, staff may need to show a lower level breakdown (i.e., a breakdown of the number and location of proposed trips).

#### (5) Profit/Fee Analysis

Provide a summary which compares the proposal and the Authority's cost estimate.

Compare the Prospective Contractor's proposed profit/fee rate (and any other information provided by the Prospective Contractor's to support the proposed rate), with the Authority's cost estimate profit/fee rate (which should be based upon application of a structured approach).

- Staff should use a structured approach for determining the profit or fee objective for acquisitions that require cost analysis, unless the use of a structured approach would be clearly inappropriate.
- Profit or fee rates do not necessarily represent net income to contractors. Rather, they represent that element of the potential total remuneration that contractors may receive for contract performance over and above allowable costs. This potential remuneration element and the Authority's estimate of allowable costs to be incurred in contract performance together equal the Authority's total cost estimate. Just as actual costs may vary from estimated costs, the Prospective Contractor's actual realized profit or fee may vary from negotiated profit or fee, because of such factors as efficiency of performance, incurrence of costs the Authority does not recognize as allowable and contract type.

It is in the Authority's interest to offer contractors opportunities for financial rewards sufficient to (1) stimulate efficient contract performance, and (2) attract the best qualified large and small businesses to the Authority's contracts.

Both the Authority and Prospective Contractor should be concerned with profit as a motivator of efficient and effective contract performance. Negotiations aimed merely at reducing prices by reducing profit, without proper recognition of the function of the profit, are not in the Authority's best interest.

## **PRICE ANALYSIS**

Where appropriate, staff must utilize the Price Analysis tool to determine whether the contract price is reasonable. To analyze the price, use one of the available Price Analysis techniques listed below. Clearly state which technique was utilized and explain your reasoning. Available price analysis techniques include:

1. Adequate price competition;
2. Prices set by law or regulation;
3. Established catalog prices and market prices;
4. Comparison to previous purchases;
5. Comparison to a valid independent estimate; and/or
6. Value analysis.

A. Adequate price competition exists where:

- At least two responsible contractors respond to a solicitation.
- Each contractor must be able to satisfy the requirements of the solicitation.
- Each contractor must submit priced offers responsive to the expressed requirements of the solicitation.

If the conditions above are met, price competition is adequate unless:

- The solicitation was made under conditions that unreasonably deny one or more known and qualified contractors an opportunity to compete.
- The low competitor has such an advantage over the competitors that it is practically immune to the stimulus of competition.
- The lowest final price is not reasonable, and this finding can be supported by facts.

B. Prices set by law or regulations are deemed fair and reasonable. The Authority should obtain a copy of the rate schedules set by the applicable law or regulation. Once these schedules are obtained; verify that they apply to the Authority's situation and that the Authority is being charged the correct price. For utility contracts, this policy applies only to prices prescribed by an effective, independent regulatory body.

C. Established catalog prices can be used when the following conditions exist:

- Established catalog prices exist.
- The items are commercial in nature.
- They are sold in substantial quantities.

- They are sold to the general public.

Catalog prices are considered reasonable because commercial demand exists and supplier prices are driven by that demand. Staff must try to ensure that the Authority is getting at least the same price as other buyers in the market for these items. Staff must be sure that catalogs are not simply internal pricing documents, and shall retain a copy of the catalog or at least the page on which the price appears.

Established market prices are based on the same principle as catalog prices except there is no catalog. A market price is a current price established in the usual or ordinary course of business between buyers and sellers free to bargain. These prices must be verified by buyers and sellers who are independent of the Prospective Contractor. If this information is not available from other commercial buyers and sellers, it may be obtained from the Prospective Contractor.

D. Comparison to previous purchases:

This determination must be based upon a physical review of the documentation contained in the previous files. Changes in quantity, quality, delivery schedules, the economy, and inclusion of non-recurring costs such as design, capital equipment, etc. can cause price variations. Each differing situation must be analyzed. Staff must also ensure that the previous price was fair and reasonable.

E. Comparison to a valid independent estimate:

Verify the facts, assumptions, and judgments used by the Authority in its estimate. Review the method and data used in developing the estimate. For example, did prices come from current catalogs or industry standards? Staff must be comfortable with the estimate before relying on it as a basis for determining a price to be fair and reasonable.

F. Value analysis requires staff to look at the item and the function it performs to determine its worth. The decision of price reasonableness remains with the Executive Director or Project Manager.

**ATTACHMENT B**

**CONNECTOR JPA CONTRACT CHECKLIST**

Project Manager: \_\_\_\_\_ Project #: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

This document shall be filled out by the Executive Director or the Project Manager. The following items must be included in the contract file. Each item shall be checked off upon completion. Keep this document in the contract file.

Project included in Work Plan/Budget? Circle: Yes No

If not, explain and include minutes showing Board approval of RFP:

\_\_\_\_\_

Total contract amount \$ \_\_\_\_\_; DBE portion \$ \_\_\_\_\_  
DBE \$ Breakdown: Black American \_\_\_\_\_ Hispanic American \_\_\_\_\_  
Native American \_\_\_\_\_ Subcont./Asian American \_\_\_\_\_  
Asian-Pacific American \_\_\_\_\_ Non-Minority Women \_\_\_\_\_ Other \_\_\_\_\_

Board approval of contract if \$50,000 or above; file to include minutes showing Board approval

Copy of contract (fully executed original contract)

Reviewed as to legal form by Miller, Owen & Trost on \_\_\_\_\_

Copies of:

- Request for Proposal documents, including: Request for Proposals; list of sources solicited; solicitation, evaluation, and ranking records; all contract negotiation notes; record of any protest, and successful Proposal
- If contract \$2,500 to \$50,000, file to include documentation of 3 quotations
- If Sole Source Contract, file must include Staff Memo with Sole Source justification
- Independent Cost Estimate, History of Procurement Form, Proposal Analysis Form, and Contractor Selection Form

Was contract awarded to source with lowest price, pursuant to Small Purchasing Procedures? Circle: Yes No

If Small Purchasing Procedures were used, but the source with the lowest price was not selected, explain why: \_\_\_\_\_

\_\_\_\_\_

**CONNECTOR JPA CONTRACT CHECKLIST (CONT'D)**

- Estimated contract completion date: \_\_\_\_\_.
- Memo to File from Executive Director explaining why Contractor is not required to complete a Statement of Economic Interests, Form 700 (if applicable).
- Independent contract form needs to be mailed to EDD (mandatory!) for individuals **without** Federal Tax ID numbers.
- Verified that contractor is NOT on Excluded Parties List System ([www.epls.gov](http://www.epls.gov)) with printed copy of search results ATTACHED.
- Purchase order number (if applicable): \_\_\_\_\_
- Approved Insurance Certificate, with correct Additional Insured language
- Documentation of Contractor performance, including copies of work product
- Contract amended?

Amendment date \_\_\_\_\_ Reason: \_\_\_\_\_

Amendment date \_\_\_\_\_ Reason: \_\_\_\_\_

Amendment date \_\_\_\_\_ Reason: \_\_\_\_\_

Amendment date \_\_\_\_\_ Reason: \_\_\_\_\_

**ATTACHMENT C**

**HISTORY OF THE PROCUREMENT**

1. Date \_\_\_\_\_
2. Project Name or Title \_\_\_\_\_
3. RFP/IFB or Contract Number \_\_\_\_\_
4. Modification Number \_\_\_\_\_
5. Contract Type [If Time and Materials contract is used, provide explanation of why no other type of contract is suitable]  
\_\_\_\_\_  
\_\_\_\_\_

6. Procurement Description (briefly describe the procurement)  
\_\_\_\_\_  
\_\_\_\_\_

7. <u>Pricing Structure</u>	<u>Cost Estimate</u>
Cost	\$ _____
Fee/Profit _____%	\$ _____
Total Price	\$ _____

**RATIONALE FOR METHOD OF PROCUREMENT**

1. In this paragraph, describe the acquisition, including a brief history of the requirement, the place of performance, and any other pertinent information. Questions to be answered include: What is it? Why is it needed? What is it for? Quantity? If this is a contract modification, what events or circumstances contributed to the needed change? State the Connector Authority's estimated amount of the proposed acquisition.
2. In this paragraph, address the extent of competition under the acquisition. Is the acquisition being accomplished under full and open competition? If other than full and open, the procurement file must contain a staff memo describing the justification for using a sole source contract. If applicable, include an explanation of why the use of sealed bid procedures is not appropriate for the acquisition. Additionally, was the requirement publicized in accordance with the Connector Authority's procedures? (If not, cite the exception.) How many requests for solicitations were received? How many offers were received?
3. In this paragraph, include an explanation of the reasons for selecting the type of contract to be used.
4. In this paragraph, include the planned negotiation schedule, and identification of the Connector Authority's negotiating team members by name and position.

## ATTACHMENT D

### DOCUMENTATION OF BIDS ACQUIRED BY TELEPHONE

Description of Program Need:	
Specific Description of Product or Service Desired:	
Person Requesting Product or Service:	Date Request Received:

### BIDS RECEIVED

Name and Address of Vendor Contacted:		Bid #1
Name of Vendor Representative Providing Bid:	Vendor Representative's Telephone Number:	
Bid Provided:		
Program Staff Person Soliciting Bid:	Date Bid Provided:	

Name and Address of Vendor Contacted:		Bid #2
Name of Vendor Representative Providing Bid:	Vendor Representative's Telephone Number:	
Bid Provided:		
Program Staff Person Soliciting Bid:	Date Bid Provided:	

Name and Address of Vendor Contacted:		Bid #3
Name of Vendor Representative Providing Bid:	Vendor Representative's Telephone Number:	
Bid Provided:		
Program Staff Person Soliciting Bid:	Date Bid Provided:	

## **ATTACHMENT E**

### **GUIDELINES FOR CRITERIA AND CONSIDERATIONS IN EVALUATING RFPs**

The following are suggested criteria that may be used in evaluating proposals:

1. Does the Prospective Contractor understand the program's problems or needs?
2. Can the Prospective Contractor fit this work into its existing obligations?
3. Is the approach to the problem, recommended method, and procedure reasonable and feasible?
4. Do the expected results, outcomes, and deliverables appear to be achievable in a timely manner, given the approaches, methods and procedures proposed?
5. Does the firm have the organization, management capability and competency, fiscal and personnel resources, and experience to perform the services being sought?
6. Has the firm had experience performing work of similar nature, size and scope?
7. Does the Prospective Contractor's past experience complement the services being sought, or is the Prospective Contractor's past experience appropriate to qualify the proposer to perform these services?
8. What are the professional qualifications of the personnel that the firm will commit to the project?
9. Did the Prospective Contractor allocate sufficient staff resources?
10. Has the Prospective Contractor addressed all goals, objectives, service demands, and required deliverables specified in the RFP?
11. Does the Prospective Contractor appear to have the capacity to manage fiscal resources responsibly?
12. Does the Prospective Contractor have sound fiscal, accounting, and cost-monitoring or budget-monitoring procedures in place?

**ATTACHMENT F**

**PROPOSAL ANALYSIS FORM**

(This form must be completed for each procurement, including sole source and contract modifications)

1. Date \_\_\_\_\_
2. Project Name or Title \_\_\_\_\_
3. RFP/IFB or Contract Number \_\_\_\_\_
4. Modification Number \_\_\_\_\_
5. Proposer (Name, Address, etc.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Business Size and Type (Small, Large, WOB) \_\_\_\_\_
7. Prospective Contractor's Proposed Amount \_\_\_\_\_
8. The Prospective Contractor(s) has/have been determined to be responsible technically and are financially stable.  Yes  No
9. Major subcontractors (list their names) have been reviewed and found to be technically responsible and are financially stable.  Yes  No
10. The Prospective Contractor(s) is/are not on the list of "Parties Excluded from Procurement and Nonprocurement Programs."  Yes  No

The following items should be included when applicable:

1. Pre-contract cost in the amount of \$\_\_\_\_\_ for the period \_\_\_\_\_ were approved by (name of individual).
2. Authority to enter into a letter contract was approved by (name of individual).
3. Are optional quantities being proposed and are they being evaluated as part of the award decision?
4. The Prospective Contractor has submitted "Cost or Pricing Data."  Yes  No

5. "Cost or Pricing Data" for major subcontract(s) has been submitted.  
 Yes  No
6. Written waiver of the audit was granted by (name of individual).
7. The Prospective Contractor(s) has/have an adequate accounting system as determined by (name of individual). (Cost reimbursement contracts, fixed price with price redetermination, incentive types and contracts containing progress payment provisions.)
8. EEO compliance has been requested or obtained.  Yes  No
9. In the event Connector property is to be furnished to the proposer, has the Executive Director determined that the contractor has an acceptable property control system. The Authority furnished equipment with an estimated value of \$\_\_\_\_\_ consisting mainly of \_\_\_\_\_. The Authority furnished material with an estimated value of \$\_\_\_\_\_ consisting mainly of \_\_\_\_\_.
10. Address any deviations, special clauses, or conditions anticipated.
11. The Prospective Contractor  has  has not submitted a subcontracting plan. Briefly discuss the subcontracting plan if applicable.



Item # 5  
Attachment

RESOLUTION NO. 2010-18  
RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CAPITAL SOUTHEAST CONNECTOR AUTHORITY  
ADOPTING REVISED CONTRACTING AND PURCHASING PROCEDURES

**BE IT RESOLVED** that the Board of Directors of the Capital SouthEast Connector Authority hereby adopts the revised Contracting and Purchasing Procedures, in substantially the same form as attached hereto.

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

\* \* \* \* \*

PASSED AND ADOPTED this 12<sup>th</sup> day of November, 2010, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Secretary



Capital SouthEast Connector Board of Directors

Item # 6  
Motion

November 12, 2010

### **Update on the SSHCP (South Sacramento Habitat Conservation Plan) and Selection of a Representative to the Elected Liaison Group**

**Issue:** To update the Board on the process and schedule for the South Sacramento Habitat Conservation Plan (SSHCP) and to appoint an elected representative to the Elected Liaison Group.

**Recommendation:** To hear an update on the progress of the SSHCP and to designate a representative to serve as the JPA's point person on the Elected Liaison Group.

**Discussion:** The South Sacramento Habitat Conservation Plan (SSHCP) is a regional effort that will provide development and infrastructure components with streamlined, predictable federal and state permitting processes while creating a preserve system to protect sizeable habitat preserves, open space, and agricultural lands. The SSHCP is the most efficient means of complying with this regulatory requirement and will greatly assist the Connector Project in obtaining many of the federal permits required for construction. The SSHCP is a regional project. In addition to the JPA, the joint applicants include the County of Sacramento, the Cities of Elk Grove, Galt, and Rancho Cordova, the Sacramento County Regional Sanitation District, and the Sacramento County Water Agency.

In a special meeting on July 1<sup>st</sup>, your Board approved the MOA (Memorandum of Agreement) that officially made the JPA a partner in the SSHCP. Participation was conditioned upon, amongst other things, quarterly updates to your Board on the progress and schedule of the SSHCP effort.

### **Update**

The SSHCP Team released a Working Draft of the Plan document in August. That draft has been made available to the public through a web site, <http://www.southsachcp.com>. An overview of the document has been presented to the SSHCP Steering Committee and the permitting Agencies. The entire Steering Committee consists of almost anyone who has been interested enough to attend SSHCP meetings over the years. The Steering Committee has formed a core group, the Steering Committee Working Group, which is reviewing the Plan document in detail. It consists of the representatives/organizations originally appointed when the effort began. It includes representatives from the interest areas of ranching, agriculture, development, environmental and land owners. The Working Group is working with the Environmental Protection Agency (EPA), United States Fish and Wildlife Service (USFWS) and Army Corp of Engineers (ACoE) at the Federal level, and Department of Fish and Game (DFG) and Regional Water Quality Control Board at the State level. It is also coordinating closely with other interested entities, such as SACOG, as well as individual landowners whose large projects are especially affected.

On November 5<sup>th</sup>, a key group of Applicants and Agency representatives met to review Plan document highlights, identify key issues, and determine the best approach to resolve those key issues. This group will meet with technical staff at a two-and-a-half day workshop in December, to address and resolve issues, and to develop a clear path for the advancement of the Plan document. The November 5<sup>th</sup> and December 8, 9, and 10 workshops with Agency and Applicant Principals are considered milestone events. The Plan participants now have in hand a list of the key issues of concern to the permitting Agencies, and will be meeting directly with them to resolve those issues. Staff expects to have a much more realistic idea of timing for the completion of the Plan following the December meetings and will report that progress to you at the next update.

### Action

As part of the process of reviewing the SSHCP working document, the permitting Agencies have requested that elected representatives be included in the upcoming discussions. The JPA's selected representative will work with senior staff on the JPA's interests of the Plan. This group of representatives, known as the Elected Liaison Group, will meet as soon as possible after the December Workshop to review the Workshop outcomes. It is not expected that participation at frequent meetings or routine negotiations will be required of the JPA's selected representative, but participation will demonstrate the unity and commitment of area leaders behind the Plan.

The role of the JPA's representative will be:

- To ensure good communication with the Board/Councils/JPA
- To alert staff to issues of concern
- To be involved in the resolution of issues of key interest

A technical working staff member from the SSHCP team is present at today's meeting should you have any questions.

Respectfully Submitted:



Tom Zlotkowski  
Executive Director



Capital SouthEast Connector Board of Directors

Item # 7  
Receive and File

November 12, 2010

### Update on Context Sensitive Areas along the Connector project

**Issue:** To update the Board on the analysis of certain geographic and policy sensitive areas along the proposed Connector route.

**Recommendation:** Hear a staff update on three areas of special interest to the Connector project being analyzed in the Program Environmental Impact Report (PEIR): Sheldon/Wilton community, El Dorado Hills/Folsom area, and the hard rock quarry mining areas.

**Discussion:** Over the course of the preparation of the Program Environmental Impact Report (PEIR), staff has been working with member jurisdiction staff and stakeholders on several issues on specific areas in an effort to provide additional clarification/analysis in support of the PEIR. The following is an update on three of these areas.

#### Sheldon/Wilton Community

At your August meeting, the board heard a staff report on the Grant Line Road Visioning Process. This six-month effort was designed to provide stakeholder feedback from the Sheldon and Wilton communities on a proposed Limited Access Roadway (LAR) concept on Grant Line Road. The visioning Plan included a substantial community scoping element, consultation with local stakeholders that would be affected by the expansion of Grant Line Road as part of the Connector project, and an intense multi-day community workshop component. That study was completed and a description of the process and the two alignments through Sheldon were reported in the Sheldon Grant Line Road Vision Plan document that was posted on the JPA web site. The report also reflected the differences in safety and performance of the LAR verses the No Build concept on Grant Line Road through the Sheldon area.

At that same meeting, while indicating approval of the overall visioning effort, the Citizen Working Group (CWG) requested that an additional LAR concept be developed outside the formal Visioning Process that had recently been completed. The CWG requested that their concept be included as part of the Program Environmental Impact Report (PEIR) that was scheduled to be completed as an administrative draft on October 30<sup>th</sup>. The City of Elk Grove offered to assist the Sheldon Community Association (SCA) in facilitating the development of an additional LAR concept and the resulting proposal was delivered to the JPA office on October 22<sup>nd</sup>. The proposal was presented with a report expressing no community support of the previous LAR alternatives, and presents an alternative LAR approach for consideration. Staff is in the process of incorporating this proposal into the PEIR using the detail and information that was provided. Staff is in the process of evaluating the proposal, whether it meets the stated goals of a limited access roadway as described on page 24 of the Vision Plan report, and how it could be incorporated into the PEIR. Additional study of the SCA's LAR approach will be required by the project team prior to the release of the draft PEIR.

### El Dorado Hills/Folsom area

As has been reported to your Board during previous meetings, JPA staff and the consultant team have been preparing a sensitivity analysis report, investigating the influence that various planned future roadways may have on the traffic volumes projected on the eastern portion of the Connector project through a sensitivity analysis of traffic between US 50 and the proposed Connector route. The roadways under study are located within the proposed City of Folsom Sphere of Influence area (SOI), as well as the unincorporated area of Sacramento County, south of White Rock Road. The report will evaluate an alternative access point from the Connector roadway to the El Dorado Business Park. The preliminary analysis indicates the positive impact that the construction of these facilities will have on reducing projected traffic congestion on various roadways within El Dorado County. This report is intended to further clarify the benefits/impacts of the planned roadway network in the eastern portion of the Connector alignment and how the timing of each would affect travel patterns. No decisions have been made regarding what, if any, of this analysis will need to be incorporated into the PEIR.

Staff has been working with the El Dorado County Department of Transportation on the details of draft report and the proposed release of the information but we have yet to arrive at a time and place to conduct a community meeting. JPA staff plans to conduct this meeting no later than early 2011 and, if time permits, in advance of the release of the draft PEIR. Staff will report back on the outcome of that meeting once it has occurred.

### Hard Rock Quarry Mine Applications

As reported to your Board over the past 18 months, applications for three hard rock mining permits have been submitted to the County of Sacramento for permitting. These mines are proposed to be located south of White Rock Road between Scott and Prairie City Roads and will access the proposed Connector through both new and/or existing roadway connections. The first of the applications is currently before the Sacramento County Board of Supervisors for consideration, with the other two applications still early in the environmental review process. Since the Connector project was not considered as "reasonably foreseeable" at the time of the environmental review for the first application, no specific conditions of approval have been included to mitigate the possible impacts of the associated truck traffic on the Connector. JPA staff has been working with both Sacramento County staff and the applicant to introduce conditions of approval that will provide for the following:

- Full cost funding for any access configuration that is deemed exclusive and unique to new or existing facilities of the project
- Transferability of all fair share obligations identified in the EIR for the quarry project for improvements at specific locations from the local jurisdiction where the improvement is identified to the JPA should the Connector be built at that location
- Execution of a Memorandum of Understanding between the applicant and the JPA to memorialize all obligations identified in the conditions for the project

Staff will continue to follow the current hearing process to ensure that these conditions are included in any approvals that may be granted. Staff will also stay engaged in the development of the remaining two quarry applications once they are available for comment.

Staff is also engaged in the development of the Aggregate Mining Truck Management Plan, which has been presented to your board in the past. This process seeks to identify and plan a mutually agreeable truck distribution recommendation between the affected local jurisdictions, Caltrans, major property owners, and the applicants. At this point, the Plan has not yet reached a recommendation acceptable to all parties but continues to be the focus of attention as the preferred mechanism to do so. Staff will keep your Board advised if and when a solution is reached although the timing for completion of the Plan is yet unknown. It is not expected that the Connector project will be obligated any additional project costs through this process.

Respectfully Submitted:

A handwritten signature in blue ink, appearing to read "Tom Zlotkowski". The signature is stylized and cursive.

Tom Zlotkowski  
Executive Director