

**CAPITAL SOUTHEAST CONNECTOR
JOINT POWERS AUTHORITY**

MASTER ON-CALL SERVICES AGREEMENT

This Master On-Call Services Agreement (“Agreement”) is made and entered into on **DATE**, at Sacramento, California, by and between the Capital SouthEast Connector Joint Powers Authority,¹ a joint powers authority, (hereinafter “Authority”), through its Executive Director, and **CONSULTANT’S NAME**, a **TYPE OF ENTITY (INCLUDING STATE OF INCORPORATION, IF APPLICABLE)** (hereinafter “Consultant”).

RECITALS:

WHEREAS, Consultant represents that it is specially trained and/or has the experience and expertise necessary to competently perform the Scope of Work set forth in this Agreement; and

WHEREAS, Consultant is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and

WHEREAS, the Authority desires to contract with Consultant to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

WHEREAS, the Authority issued a Request for Qualifications to provide On-Call Land Surveying, Right-of-Way, Civil Engineering, and Construction Management Services and on December **XX**, 2022, the Authority announced that Consultant was among the firms selected to provide Civil Engineering Services;

NOW, THEREFORE, Authority and Consultant mutually agree as follows:

1. Time of Performance: Consultant shall commence and complete work in accordance with each fully executed Task Order issued by the Authority (hereinafter “Task Order”). Consultant shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on **December 31, 2028**, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written that extends beyond the expiration date of this Agreement.

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

2. Scope of Work: Upon the execution of this Agreement, Consultant agrees to fully perform on-call land surveying, right-of-way, and/or civil engineering services pursuant to Task Orders agreed to by the parties, as provided in Section 3.

3. Task Orders: After a project to be performed under this Agreement is identified by the Authority, the Consultant will prepare a draft Task Order in substantially the form attached hereto as **Exhibit A** to this Agreement.

- a. A draft Task Order will identify the following: 1) the scope of services containing a detailed description of the services to be performed; 2) the fee containing the rates of compensation, fees, expenses and a not-to-exceed amount; and 3) the schedule of performance enumerating a timeline for completion of tasks including a deadline for deliverables. The draft Task Order will be delivered to the Authority for review. The Cost Proposal will include a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, and total dollar amount. The cost proposal shall utilize the hourly rates in **Exhibit B – Master Agreement Fee Schedule**. After agreement has been reached on the negotiable items and total cost, the finalized Task Order shall be signed by both the Authority and the Consultant. The final Task Order shall state that payments under the Task Order shall not exceed the total dollar amount stated.
- b. A Task Order is of no force or effect until returned to the Authority and signed by an authorized representative of the Authority. Any Task Order with a total dollar amount exceeding fifty thousand dollars (\$50,000) will require approval by the Authority's Board. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the Authority and approved by the Authority's Board, if such approval necessary.
- c. The Authority reserves the right to review and approve all work to be performed by Consultant in relation to this Agreement. Any proposed amendment to a Task Order must be submitted by Consultant in writing for prior review and approval by the Authority's Executive Director. Approval shall not be effective unless such approval is made by the Authority in writing.
- d. If a submittal or deliverable identified in an executed Task Order is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2019 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2019 or AutoCAD Civil 3D 2019 format shall be used for submittal of plans or other similar documents as specified by the Authority. All digital photographs shall be submitted on CD-ROMs in jpeg format with a minimum resolution of 2816 X 2112. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to Authority's computer and engineering applications and that are acceptable to the Authority. Newer versions of software may be used and other types of software used for

analytical purposes may be authorized if approved in advance of the submittal by the Authority's Executive Director.

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

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

6. Consideration: Consultant will be reimbursed for hours worked at the hourly rates specified in **Exhibit B – Master Agreement Fee Schedule**. The hourly rates specified in Exhibit B shall be in effect through December 31, 2026, and thereafter shall be subject to increase up to 3% for the remainder of the term of this Agreement. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and profit. These rates may only be adjusted as set forth in Exhibit B. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the Cost Proposal and identified in the Cost Proposal and in the executed Task Order.

7. Reporting and Payment: Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred. Consultant shall submit monthly billings in arrears to the Authority no later than the 10th of each month. Said billings shall indicate the number of hours worked by each of Consultant's personnel, including the billable rate per hour for each classification of position, a summary of work performed for each hour invoiced, and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. All bills shall include an invoice summary reflecting: 1) the original contract amount; 2) the total amount billed to date; 3) the remaining contract amount; and 4) the amount of the current bill. The billings shall include documentation of reimbursable expenses and billed items sufficient for the Authority, in its opinion, to substantiate billings. Authority shall notify Consultant within ten (10) working days following receipt of said billing of any circumstances or data identified by the Authority in Consultant's written billing which would cause withholding of approval and subsequent payment. Consultant shall be paid within forty-five (45) days after Authority approval of each billing; however, the Authority, shall withhold ten percent (10%) of the not to exceed amount of each task order until the successful completion of the scope of work and the delivery and acceptance by the Authority of all final products or deliverables. Consultant acknowledges that Authority is a public agency subject to certain limitations on payments for services rendered within a fiscal year and hereby agrees to submit invoices for work performed pursuant to this Agreement within one

hundred twenty (120) days of performance of said work. Invoices submitted more than one hundred twenty (120) days after work is performed will not be paid unless approved by the Authority in its sole discretion. The Authority reserves the right to withhold payment of disputed amounts.

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

9. Termination:

- a. The Authority shall have the right to terminate this Agreement by giving Consultant fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Consultant at the address indicated in Section 18.
- b. If the Authority issues a notice of termination:
 - (1) Consultant shall immediately cease rendering services pursuant to this Agreement.
 - (2) Consultant shall deliver to the Authority copies of all Writings, whether or not completed, which were prepared by Consultant, its employees or its subconsultants, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, maps, surveys, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.
 - (3) The Authority shall pay Consultant for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 6 less any compensation to the Authority for damages suffered as a result of Consultant's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 7. However, if this Agreement is terminated because the work of Consultant does not meet the terms or standards specified in this Agreement, then the Authority shall be obligated

to compensate Consultant only for that portion of Consultant's services which is of benefit to the Authority.

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

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

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

13. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

14. Consultants and Subconsultants: Consultant shall not subcontract any portion of the work without the prior express written authorization of the Authority. If the Authority consents to a subcontract, Consultant shall be fully responsible for all work performed by the subconsultant.

- a. The Authority reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or sub-contract shall require the Consultant and its subconsultants, if any, to:
 - (1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Consultant or any subconsultant in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

- (5) Permit the Authority and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
- (6) In no event shall Authority reimburse Consultant or its subconsultants for any expenses related to meals.

15. Indemnity

- a. For liability not arising out of professional design services, Consultant agrees to indemnify, defend, and hold harmless the Authority, its directors, officers, agents, and employees (the “Indemnitees”) from and against any and all actions, claims, demands, losses, expenses, including reasonable attorneys’ fees and costs, damages, and liabilities (collectively, “Losses”) resulting from injury or death to a person or injury to property arising out of the performance of the services under this Agreement, resulting from negligence, recklessness, or willful misconduct incident to the performance of this Agreement on the part of Consultant or by the officers, agents, employees or independent contractors of Consultant, excepting only such injury or death as may be caused by the sole, active negligence or willful misconduct of an Indemnatee.
- b. For Losses related to the performance of its design professional services under this Agreement, Consultant agrees to indemnify and hold harmless the Authority from and against such Losses that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant or of the officers, agents, employees or independent contractors of Consultant. Under its indemnity obligation Consultant shall reimburse Authority for the proportionate share of reasonable defense costs to the degree of fault of the Consultant as determined by a court or arbitration. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with other parties regarding unpaid defense costs. Consultant’s indemnification obligation does not apply to Authority’s negligence or willful misconduct. The term “design professional” shall have the meaning stated in California Civil Code section 2782.8.
- c. Consultant shall pay all costs that may be incurred by the Authority in enforcing this indemnity, including reasonable attorneys’ fees. The provisions of this Section shall survive the expiration, termination or assignment of this Agreement.

16. Insurance Requirements: Consultant hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the described insurance coverage per Table 1.

Table 1: Insurance Requirements

POLICY	MINIMUM LIMITS OF LIABILITY
<u>Workers' Compensation; Employer's Liability</u>	Statutory requirements for Workers' Compensation; \$1,000,000 Employer's Liability.
<u>Comprehensive Automobile:</u> Insurance Services Office, Form #CA 0001 covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.
<u>General Liability:</u> Insurance Service Office Commercial General Liability coverage (occurrence Form #CG 0001).	\$2,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
<u>Errors and Omissions/Professional Liability:</u> Errors and Omissions liability insurance appropriate to the Consultant's profession as defined by the Authority.	Limits no less than \$2,000,000 per occurrence or claim.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, Authority requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

- a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by the Authority.
- b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the Authority, its directors, officers, employees and agents. Any insurance or self-insurance maintained by the Authority, its directors, officers, employees or agents shall be in excess of the Consultant's insurance and shall not contribute to it.
 - (2) Any failure by Consultant to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to the Authority, its directors, officers, employees or agents.
 - (3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Authority.
 - (5) Consultant hereby grants to Authority a waiver of any right to subrogation which any insurer of said Consultant may acquire against Authority by virtue of payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Authority has received a waiver of subrogation endorsement from the insurer.
- (2) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the Authority.
 - (3) Certificate of Insurance and Additional Insured Requirement: Consultant shall furnish to the Authority an original Certificate of Insurance on a standard ACORD form, or other form acceptable to the Authority, substantiating the required coverages and limits set forth above and also containing the following:
 - (1) Thirty (30) days prior written notice to the Authority of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate; and
 - (2) The following statement with respect to the Commercial General Liability policy: "*The Elk Grove – Rancho Cordova – El Dorado Connector Authority and its directors, officers, employees and agents, are made additional insureds, but only insofar as the operations under this Agreement are concerned.*"
 - (4) Certified Copies of Policies: Upon request by the Authority, Consultant shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
 - (5) Consultant's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude the Authority from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.

17. Audit, Retention and Inspection of Records:

- a. The Authority or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively “Records”) pertaining to performance of this Agreement, including any Records in the possession of any subconsultants, for the purpose of monitoring, auditing, or otherwise examining the Records. Consultant agrees to provide the Authority or its designees with any relevant information requested and shall permit the Authority or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable federal and state laws and regulations. Consultant further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- b. If so directed by the Authority upon expiration of this Agreement, the Consultant shall cause all Records to be delivered to the Authority as depository.

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

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

Consultant’s project manager for this Agreement is **NAME**. No substitution of Consultant’s project manager is permitted without the prior written agreement of the Authority, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 9 (a) above, any notice, report, or other communication to Consultant required by this Agreement shall be mailed by first-class mail to:

NAME
TITLE
FIRM NAME
ADDRESS 1
ADDRESS 2

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

20. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Authority to enforce at any time the provisions of this

Agreement or to require at any time performance by the Consultant of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Authority to enforce these provisions.

21. Litigation: Consultant shall notify the Authority immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or the Authority, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Authority.

22. National Labor Relations Board Certification: Consultant, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a federal court which orders Consultant to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

23. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Consultant assures the Authority that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

24. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is the Authority's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. The Authority does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. The Authority prohibits discrimination by its employees, Consultants and consultants. Consultant assures the Authority that it complies with, and that Consultant will require that its subconsultants comply with, the following non-discrimination and equal opportunity laws. Any failure by Consultant to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority may deem appropriate.

- a. Consultant and its subconsultants shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as

amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act”, 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued.

- b. Consultant and its subconsultants shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Consultant and its subconsultants shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Consultant and its subconsultants will not unlawfully discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver’s license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. Consultant and its subconsultants will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subconsultants will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Consultant will include the non-discrimination and equal employment opportunity provisions of this section (provisions a. through c. above) in all contracts to perform work funded under this Agreement.

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

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

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

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

27. Debarment, Suspension, and Other Responsibilities: By executing this Agreement, Consultant certifies and warrants that neither the Consultant firm nor any owner, partner, director, officer, or principal of Consultant, nor any person in a position with management responsibility or responsibility for the administration of funds:

- a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
- b. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection

with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above.
- d. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

28. Conflicts of Interest: Consultant shall not enter into any contract or agreement during the term of this Agreement which will create a conflict of interest with Consultant's duties to the Authority or that in any way compromises the services to be performed by Consultant under this Agreement. A conflict of interest arises when Consultant directly, or indirectly renders services, or undertakes any employment or consulting agreement with a third party with whom the Authority's interests are adverse. A personal conflict of interest arises in situations where financial or other personal or professional considerations compromise Consultant's objectivity, professional judgment and/or ability to perform services pursuant to the terms of this Agreement. Consultant shall immediately notify the Authority of any potential conflicts of interest upon becoming aware of the conflict including any contracts or potential contracts with landowners directly adjacent to the Connector alignment or any contracts or potential contracts with member agencies of the Authority wherein the interests of the parties are adverse. If such conflicts are discovered during the term of this Agreement, Authority may, in Authority's sole discretion, terminate this Agreement.

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

30. Campaign Contribution Disclosure: Consultant has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement..

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

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

33. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

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

34. Integration: This Agreement represents the entire understanding of the Authority and Consultant as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 13.

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

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

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

38. Ownership; Permission:

- a. Consultant agrees that all work products, including but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of the Authority, provided that Consultant may retain file copies of said work products. Consultant shall provide said work products to the Authority upon request.
- b. Consultant represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Consultant or that all required permissions and license agreements have been obtained and paid for by Consultant; and (ii) the Authority is free to use, reuse, publish or otherwise deal with all such materials or work products. Consultant shall defend, indemnify and hold harmless the Authority and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

39. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

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

CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY

DEREK MINNEMA
Executive Director

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG LLP
Legal Counsel to the Authority

FIRM NAME

NAME

TITLE

Attachments:

Exhibit A: Sample Task Order

Exhibit B: Master Agreement Fee Schedule

Exhibit C: Sample Task Order Cost Proposal

EXHIBIT A

**TASK ORDER NO. [REDACTED]
TO THE
MASTER ON-CALL SERVICES AGREEMENT
BETWEEN CAPITAL SOUTHEAST CONNECTOR JPA
AND [INSERT FULL LEGAL NAME OF CONSULTANT]**

This Task Order No. [REDACTED] is entered into on this [REDACTED] day of [REDACTED], 20[REDACTED] (“Effective Date”) by and between **Capital SouthEast Connector JPA**² (the “Connector”) and [Insert full legal name of Consultant] (“Consultant”), a California [Insert entity status (Corporation, Partnership, Limited Liability Company etc.)].

WHEREAS, the Connector and Consultant entered into a Professional Services Agreement on [Insert date of Master On-Call Services Agreement] (the “Agreement”); and

WHEREAS, the Consultant now agrees to perform the following scope of services for this Task Order No. [REDACTED].

NOW, THEREFORE, the parties agree to the following:

1. Scope of Services

- a. Task [Task Order No.].1
[Insert detailed description of each task to be performed]
- b. Task [Task Order No.].2
[Insert detailed description of each task to be performed]

2. Fee

Consultant will provide the above Scope of Services for an amount Not-to-Exceed [REDACTED], per **Exhibit C**.

The Fees to be paid Consultant, as provided in this Task Order No. [REDACTED], shall be in compensation for all of Consultant’s expenses incurred in the performance of work under this Task Order No. [REDACTED], including travel, per diem, and other direct costs, unless otherwise expressly so provided. Other direct costs include: filing fees and other fees fixed by law or assessed by courts and other agencies; courier and overnight delivery service; travel expenses, which consists of vehicle mileage only charged at the IRS business rate; investigation expenses (as pre-approved by the Authority); consultants’ fees (as pre-approved by the Authority); and copy service fees. All costs and expenses shall be fully itemized at actual cost. No markup will occur on other direct costs.

3. Schedule of Performance

[Insert timeline for completion of tasks, including deadlines for deliverables]

² The full legal name of the Capital SouthEast Connector Joint Powers Authority is the “Elk Grove-Rancho Cordova-El Dorado Connector Authority.”

All work under this task order shall be completed on or before _____, 20____, unless otherwise authorized in writing by the Executive Director of the Connector.

4. **Deliverables**

[List Deliverables to be provided]

5. **Assumptions and Exclusions**

[List assumptions and exclusions, if any]

6. This Task Order No. [] is subject to the terms and conditions of the Agreement. This Task Order No. [] may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Task Order No. [] and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, Connector and Consultant have entered into this Task Order No. [] as of the Effective Date.

CAPITAL SOUTHEAST CONNECTOR JPA

DEREK MINNEMA
Executive Director

[INSERT FULL LEGAL NAME OF CONSULTANT]

NAME
Title

EXHIBIT B

MASTER AGREEMENT FEE SCHEDULE

INSERT FEE SCHEDULE

EXHIBIT C

Cost Proposal, Task Order No. ____

FIRM NAME							
Capital SouthEast Connector							
	Classification and/or Person	TASK HOURS	TASK COSTS				
	Loaded Rate:						
Task 1: Title/Description of Task						0	\$0.00
Total Task 1	0	0	0	0	0	0	\$0.00
Task 2: Title/Description of Task						0	\$0.00
Total Task 2	0	0	0	0	0	0	\$0.00
Task 3: Title/Description of Task						0	\$0.00
Total Task 3	0	0	0	0	0	0	\$0.00
Task 4: Title/Description of Task						0	\$0.00
Total Task 4	0	0	0	0	0	0	\$0.00
Task 5: Title/Description of Task						0	\$0.00
Total Task 5	0	0	0	0	0	0	\$0.00
Total Direct Labor Hours	0	0	0	0	0	0	\$0.00
Other Direct Costs							\$0.00
Total ODC	\$0.00						\$0.00
TOTAL COST							\$0.00