



# REQUEST FOR PROPOSALS

FOR

Public Affairs and Outreach, Government Relations, and  
Strategic Communications Services

November 10, 2020

Capital SouthEast Connector  
10640 Mather Boulevard, Suite 120  
Mather, CA 95655  
(916) 876-9094  
[www.ConnectorJPA.net](http://www.ConnectorJPA.net)

# SUMMARY

- Proposal Due Date: **Monday, November 30, 2020, by 4:00 p.m.**  
Proposal packages received after the time and date stated above will be returned unopened to the consultant.
- Submittals: E-mail electronic copy of proposal response to [MinnemaD@SacCounty.net](mailto:MinnemaD@SacCounty.net) or mail a flash drive containing an electronic copy of the proposal response. Please keep proposals to less than 15 pages. Submissions mailed in will not be accepted if received after the submission deadline regardless of when submission is postmarked.
- Addressed to: Derek Minnema  
Executive Director  
Capital SouthEast Connector  
10640 Mather Boulevard, Suite 120  
Mather, CA 95655  
[MinnemaD@SacCounty.net](mailto:MinnemaD@SacCounty.net)
- Notification List: The full content of the RFP is available through the JPA website ([www.connectorjpa.net](http://www.connectorjpa.net)). If addendums are necessary, they will be posted onto the JPA website as well.
- Pre-proposal Meeting: A pre-proposal meeting is not scheduled.
- Inquiries: Requests for clarification regarding this RFP must be submitted in writing via e-mail to [MinnemaD@SacCounty.net](mailto:MinnemaD@SacCounty.net) and received no later than **Tuesday, November 24 2020 by 4:00 p.m.** No other direct contact with JPA staff will be accommodated during this RFP period.
- Anticipated Consultant Selection: December 11, 2020

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## 1. INTRODUCTION

### Description of the Capital SouthEast Connector Joint Powers Authority

The Capital SouthEast Connector Joint Powers Authority (“Connector JPA”) was formed in December 2006 and includes the cities of Elk Grove, Folsom and Rancho Cordova, and El Dorado and Sacramento Counties. The JPA and its board of directors are responsible for the Capital SouthEast Connector Expressway (“Connector Expressway”) planning, environmental clearance, engineering design, and eventual construction.

### Description of the Capital SouthEast Connector

The Capital SouthEast Connector Expressway is a 34-mile limited-access roadway spanning from the Interstate 5 / Hood-Franklin interchange, south of Elk Grove, to U.S. 50 at the Silva Valley Parkway interchange, east of El Dorado Hills. It will feature four traffic lanes, and accommodate bicycle, pedestrian, bus, truck and automobile travel.

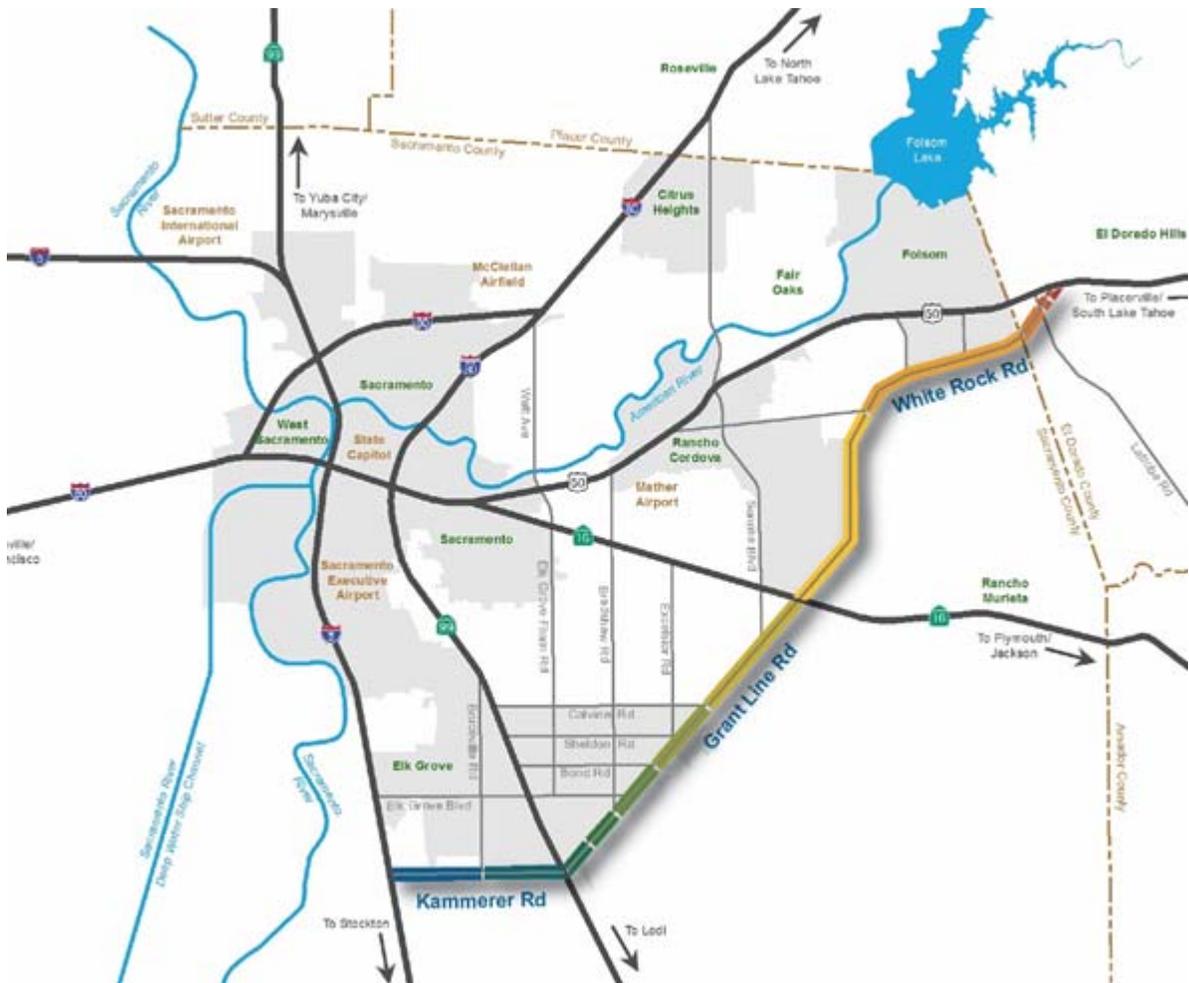


Figure 1: Connector Vicinity Map

## 2. PURPOSE OF THE RFP

This Request for Proposals (RFP) has been issued by the JPA to solicit proposals from qualified consultants to provide Public Affairs and Outreach, Government Relations, and Strategic Communications Services that promote the Connector JPA's interests at all levels of transportation project delivery and governance: federal, state, regional, and local.

Consultants submitting proposals must show that they have the depth and variety of skills to support the requested services.

Costs of the preparation of consultant qualifications in response to this solicitation are the sole responsibility of the Consultant and will not be paid by the JPA.

## 3. REQUESTED SCOPE OF WORK

The Connector JPA is seeking a consultant or consultant team that will lead a public affairs strategy to capture project funding at all levels of transportation project delivery: federal, state, regional, and local. A qualified consultant team will demonstrate unique experience in public works transportation, including coordination with elected officials, attorneys, financing, development approvals, and legislative policy.

- **Federal:** The Connector JPA must continue to position the project to capture available federal opportunities including, but not limited to, INFRA and BUILD grant funding, new Infrastructure Bill, among other Federal funding opportunities that may become available.
- **State:** The Connector JPA must continue to position the project to capture available state opportunities including, but not limited to, direct budget request allocations, funding through the California Transportation Commission, particularly Senate Bill 1 and the Local Partnership Program, and the Trade Corridor Enhancement Program, among other State funding opportunities that may become available.
- **Regional – SACOG:** SACOG conducts programming rounds to allocate funds to projects based on available apportionments of regional Congestion Mitigation and Air Quality (CMAQ), Regional Surface Transportation Program (RSTP), State Transportation Improvement Program (STIP), and Active Transportation Program (ATP) funds. The Connector JPA anticipates submitting two applications in 2020/21. Future opportunities may also arise during the contract term.
- **Regional – STA:** The Connector JPA must continue to secure Measure A funding through 1) a potential sale of bonds that could fund Caltrans and Connector projects; and 2) an overhaul of the existing expenditure plan that will reallocate annual Measure A funds for capital and mitigation expenditures. Additionally, it is likely that a new sales tax initiative will be explored by STA for the 2022 ballot.

- **Local – Development Fee Programs, City CIPs:** local funding opportunities, particularly through local fee programs, should be explored. The JPA will need to capture funding through local fee programs should the opportunity arise in the next three years.

Responsibilities of the Consultant will include:

- Initiating a one or two-day strategic planning session immediately in 2021 to review JPA strategic priorities, vision and action plan, including strengths, weaknesses, opportunities, and threats.
- Arranging a study mission to relevant or similar projects in the United States that could provide insight or lessons learned for project delivery and funding.
- Establishing and maintaining a strong, positive presence locally, regionally, and with elected leaders in Washington D.C. on behalf of the Connector JPA;
- Working extensively with federal, state, regional and local agencies, and promoting effective relationships between those agencies and the Connector JPA;
- Conducting research and keeping a record of all proposed or enacted legislation, regulations, and policies; identifying any that have the potential to affect the Connector JPA in any way;
- Continual monitoring of the status of the identified legislation, regulations, and proposals, and advocating in the interest of the Connector JPA where proper;
- Preparing reports on the potential impacts of laws and policies on the Connector JPA, and creating coordinating proposed plans of action;
- Coordinating visits with individual elected leaders and policymakers;
- Working with designated Connector JPA staff to establish goals for a given legislative session and offering strategic advice for achieving them;
- Engaging in ongoing communications with federal, state, regional and local policymakers, raising their awareness of the Connector JPA's interests, and how specific laws and policies will affect those interests.
- Preparing letters and announcements to federal officials on behalf of the Connector JPA in regard to the JPA's positions and policies on certain issues.
- When notable successes are made Consultant should develop a plan to drive electronic or print media coverage to advertise success. Consultant should maintain regular contact with media covering Sacramento region transportation issues and pitch Connector coverage in support of funding requests and/or project delivery.
- When appropriate, consultant should develop and distribute news releases to generate external media coverage of project developments and related issues. Consultant should develop and seek to place op-ed articles and letters to the editor when appropriate to support project implementation and should monitor project-related media coverage and provide updates to project team and JPA board.

Success through this contract will require a balance of the above efforts, with the primary focus on securing funding.

## 4. PROPOSAL FORMAT AND CONTENT REQUIREMENTS

These guidelines were developed to standardize the preparation of proposals by consultants, to help assure consistency in format and content.

### **General Guidelines and Submission Instructions**

Please keep proposals to less than 15 pages. Each page of the proposal must be numbered. Pages must have a minimum of 1" margins. All references to the maximum number of pages are to a single side, not including tabs or section dividers. The minimum font size for the body text shall be 10 point although 11 point is preferred. The use of 11"x17" sheets of paper is acceptable and will only be considered a single page. Divider tabs that follow the order specified below are encouraged.

E-mail electronic copy of proposal response to [MinnemaD@SacCounty.net](mailto:MinnemaD@SacCounty.net) or mail a flash drive containing an electronic copy of the proposal response. Please keep proposals to less than 15 pages. Submissions mailed in will not be accepted if received after the submission deadline regardless of when submission is postmarked.

### **Transmittal Letter**

The Transmittal letter should be on the Consultant's letterhead and addressed to the JPA Executive Director, as indicated on the Summary page of this RFP. The letter should indicate the Consultant's basic understanding of the JPA's needs and the Consultant's understanding of the work required. The letter shall be signed by an official or representative authorized to negotiate and contractually bind the Consultant firm with the JPA. Please also provide the telephone number, e-mail, and office location of the Consultant's point of contact for contract negotiation.

### **Required Statements**

The following information is required as part of the Transmittal Letter (a separate page is acceptable):

**Addendums:** If an Addendum has been issued by the JPA, the Consultant must acknowledge receipt of the Addendum.

**Duration:** The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

**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.

Standard Agreement: The consultant shall indicate his/her/its acceptability of the terms and conditions of the draft consultant agreement included as Attachment 1. Any requested deviations from the standard agreement should be noted using Track Changes in the Draft Consultant Agreement Word file with blue font, underlined text for additions and red strike-out text for deletions.

## **I Introduction and Understanding**

The introduction should indicate the Consultant's basic understanding of the Connector JPA's requested services and the Consultant's understanding of the work required under the RFP. Discuss your firm's proposed approach and management plan for providing the requested services and working with JPA staff. Provide detail which illustrates the Consultant's understanding of the overall Connector JPA's goals and the challenges or requirements faced to achieve those goals.

## **II Qualifications and Experience**

This section is intended for the Consultant to illustrate to the JPA, the Consultant's or Consultant team's ability to deliver the services requested through past experience and unique qualifications.

Firm and Staff profile: Provide an overview of your firm and key staff including services and expertise. Emphasize the abilities relevant to the specific services described in this RFP. Emphasize your working knowledge of the federal transportation funding and legislative process. Describe the availability of the firm or key staff to provide the services.

Relevant Qualifications and Experience: Provide a brief summary of past work that the firm and Key Staff have completed. The summary should include:

- Experience or Project description;
- Description and dates of services provided;
- Relevant aspects related to this RFP;
- Current status (i.e. active, completed, etc.);
- Key personnel involved; and,
- Client name, contact person, and his/her current telephone number and e-mail address

### III Scope of Work

The Scope of Work will be the basis for the consultant agreement and should contain a detailed outline for the required services. The Scope of Work should include all required tasks, as either proposed or optional services. The Scope of Work should indicate key assumptions made to develop the scope, describe the methodology to be used, specific work to be performed, outcomes and deliverables.

### IV Additional Relevant Information

Provide additional relevant information that may be helpful in the selection process.

### V Appendix (Supplemental Information)

The Appendix must contain the following information:

- A. Resumes of Key Staff only -- Resumes of Key Staff to be assigned to the project should include a brief biography of the individual's experience, their registration information, their education, professional affiliations and information on specific projects the individual has been involved with, clearly showing and highlighting relevant experience. Resumes can be two pages each, maximum.
- B. Schedule of Rates for consultant team members (including subconsultants).

## 5. EVALUATION AND SELECTION

In determining which proposal is the most advantageous, the JPA will make an award based on a “**Best Value**” basis. Evaluation factors will include:

- What are the professional qualifications of the personnel that the firm will commit to the project?
- What is the team's working knowledge of transportation funding opportunities in the Sacramento region and what strategies will be employed to capture funding?
- Has the Prospective Consultant addressed all goals, objectives, service demands, and required deliverables specified in the RFP?
- Can the Prospective Consultant fit this work into its existing obligations?

The JPA will review the proposals for completeness, clarity, and content quality. Each proposal will be reviewed to determine if it meets the requirements contained in “PROPOSAL FORMAT AND CONTENT REQUIREMENTS.” The JPA may reject any proposal if it is conditional, incomplete or contains irregularities.

The JPA may waive an immaterial deviation in a proposal. A waiver of an immaterial deviation shall not modify the proposal documents, and it shall not exempt the consultant from any terms of an executed consultant services agreement, should one be awarded.

If necessary, interviews may be scheduled. The evaluation worksheet will be similar to the sample worksheet is shown below.

Aside from the selection process described herein, Consultants or their representatives are prohibited from attempting to influence this consultant selection by contacting Selection Committee members, elected officials, JPA staff, or other individuals and entities involved in selecting the Consultant or awarding the consultant agreement. Any such attempt to influence selection outside of the prescribed process will be grounds for disqualification.

EVALUATION WORKSHEET				
	WRITTEN PROPOSAL	MAXIMUM POINTS	REVIEWER SCORE	REVIEWER NOTES
I	Compliance with requirements of RFP	10		
II	Introduction – Proposers understanding of overall JPA's goals with regard to the requested services	10		
III	Qualifications & Experience – Proposer's demonstrated qualifications and experience of the firm and key staff	30		
IV	Understanding and Approach to performing services – Proposer's understanding of the JPA program and the approach to successfully providing the needed services.	40		
	References	10		
	<b>Total:</b>	<b>100</b>		

## 6. GENERAL CONDITIONS

### Limitations

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

Until award of a contract, the proposals shall be held in confidence and shall not be available for public review. No proposal shall be returned after the date and time set for the opening thereof. All proposals shall become the property of the JPA, and shall be subject to disclosure following the award of a contract, pursuant to the California Public Records Act.

### RFP Addendum

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

### Pre-contractual Expenses

Pre-contractual expenses include any expenses incurred by proposers and selected consultant in:

1. Preparing proposals in response to this RFP.
2. Submitting proposals to the JPA.
3. Negotiations with the JPA on any matter related to proposals.
4. Other expenses incurred by a Consultant or proposer prior to the date of award of any agreement.

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

### Signature

The proposal shall also provide the following information: name, title, address, e-mail address, and telephone number of individual with authority to bind the consultant or consultant team and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant or consulting team and shall contain a statement to the effect that the proposal is a firm offer and remains in effect for at least a ninety (90) day period.

### **Contract Arrangements**

1. Title VI of the Civil Rights Act of 1964: The consultant must agree to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.
2. Equal Employment Opportunity: In connection with the performance of the contract, the consultant shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national original. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

### **Conflict Of Interest**

Consultants and consultant firms submitting proposals in response to this RFP must disclose to the JPA any actual, perceived, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consultant services to be awarded pursuant to this RFP. If the consultant has no conflict of interest, a statement to that effect shall be included in the transmittal letter.

### **Compliance with Applicable Laws**

The JPA is governed by the Political Reform Act, Government Code Section 1090, Government Code Section 84308, and other requirements governing conflicts, campaign contributions, and gifts. Consultants are required to review all applicable conflict of interest laws.

The successful consultant will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws, including Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful consultant will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agrees to immediately notify the JPA if it becomes aware of any such fact during the term of the Agreement.

### **Insurance Requirements**

The successful consultant shall provide a summary of the firm's insurance coverage for Comprehensive General Liability, Automotive Liability, Professional Liability, and Worker's Compensation. The limits of insurance coverage shall be as specified in the JPA's Draft Consultant Agreement in Attachment 1.

## **7. ATTACHMENTS**

### **Attachment 1 – Draft Consultant Agreement**

### **Attachment 2 - Levine Act Disclosure Statement**

# CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY

## AGREEMENT

This AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_ 202\_, at Sacramento, California, by and between the Capital SouthEast Connector Joint Powers Authority,<sup>1</sup> a joint powers authority, (hereinafter “Authority”), through its Executive Director, and **FIRM**, a **TYPE OF FIRM**, (hereinafter “Consultant”).

### RECITALS:

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

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

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

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

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

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

Deliverables for the specific items of work to be provided under the Scope of Work shall be as specified therein, shall be prepared using the software described in this Article, and shall be submitted in accordance with the timeframes specified in Exhibit "A", hereto. Modifications to the deliverables required and completion times specified in Exhibit "A", hereto or to the software requirements may only be made in accordance with the prior written approval of Authority's Executive Director.

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

If a submittal or deliverable identified in Exhibit "A" is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2010 or AutoCAD Civil 3D 2010 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 Authority's Executive Director.

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

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

4. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. Consultant warrants and represents to the Authority that Consultant shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession or are necessary and incident to the performance of the services and work Consultant performs under this Agreement. Consultant shall provide written proof of such licenses, permits, insurance and approvals upon request by the Authority.

Consultant shall comply fully with and be bound by applicable provisions of state and local laws related to conflicts of interest, including Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. Consultant acknowledges that it is familiar with these laws and hereby certifies that it does not know of any facts that constitute a violation of said provisions; and agrees to immediately notify the Authority if it becomes aware of any such fact during the term of this Agreement. The Authority is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: Payment to Consultant by the Authority shall be made as set forth in **Exhibit “B” – Budget**. The amount to be paid to Consultant under this Agreement shall not exceed **\$FEES**, unless expressly authorized in writing by the Executive Director. In no instance shall the Authority be liable for any payments or costs for work in excess of this amount, nor for any unauthorized costs. Consultant shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Consultant, as provided in this Agreement, shall be in compensation for all of Consultant’s expenses incurred in the performance of work under this Agreement, including travel, per diem, and other direct costs, unless otherwise expressly so provided. Other direct costs include: filing fees and other fees fixed by law or assessed by courts and other agencies; courier and overnight delivery service; travel expenses, which consists of vehicle mileage only charged at the IRS business rate; investigation expenses (as pre-approved by the Authority); consultants’ fees (as pre-approved by the Authority); and copy service fees. All costs and expenses shall be fully itemized at actual cost. No markup will occur on other direct costs.

6. Reporting and Payment: Consultant shall submit monthly billings in arrears to the Authority no later than the 10th of each month. Said billings shall indicate the number of hours worked by each of Consultant’s personnel, a summary of work performed for each hour invoiced, and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. All bills shall include an invoice summary reflecting: 1) the original contract amount; 2) the total amount billed to date; 3) the remaining contract amount; and 4) the amount of the current bill. The billings shall include documentation of reimbursable expenses and billed items sufficient for the Authority, in its opinion, to substantiate billings. Authority shall notify Consultant within ten (10) working days following receipt of said billing of any circumstances or data identified by the Authority in Consultant’s written billing which would cause withholding of approval and subsequent payment. Consultant shall be paid within forty-five (45) days after Authority approval of each billing; however, the Authority, shall withhold ten percent (10%) of the not to exceed amount in Section 5 of this Agreement until the successful completion of the scope of work and the delivery and acceptance by the Authority of all final products or deliverables. Consultant acknowledges that Authority is a public agency subject to certain limitations on payments for services rendered within a fiscal year and hereby agrees to submit invoices for work performed pursuant to this Agreement within one hundred twenty (120) days of performance of said work. Invoices submitted more than one hundred twenty (120) days after work is performed will not be paid unless approved by the Authority in its sole discretion. The Authority reserves the right to withhold payment of disputed amounts.

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

8. Termination:

- a. The Authority shall have the right to terminate this Agreement by giving Consultant fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Consultant at the address indicated in Section 17.
- b. If the Authority issues a notice of termination:
  - (1) Consultant shall immediately cease rendering services pursuant to this Agreement.
  - (2) Consultant shall deliver to the Authority copies of all Writings, whether or not completed, which were prepared by Consultant, its employees or its subconsultants, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.
  - (3) The Authority shall pay Consultant for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5 less any compensation to the Authority for damages suffered as a result of Consultant's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Consultant does not meet the terms or standards specified in this Agreement, then the Authority shall be obligated to compensate Consultant only for that portion of Consultant's services which is of benefit to the Authority.

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

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

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

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

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

- a. The Authority reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

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

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

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

Table 1: Insurance Requirements

<b>POLICY</b>	<b>MINIMUM LIMITS OF LIABILITY</b>
<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.	Limit no less than \$2,000,000 per occurrence or claim.

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

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

applies regardless of whether or not Authority has received a waiver of subrogation endorsement form the insurer.

- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the Authority.
- d. Certificate of Insurance and Additional Insured Requirement: Consultant shall furnish to the Authority an original Certificate of Insurance on a standard ACORD form, or other form acceptable to the Authority, substantiating the required coverages and limits set forth above and also containing the following:
  - (1) Thirty (30) days prior written notice to the Authority of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate; and
  - (2) The following statement with respect to the Commercial General Liability policy:  
*"The Elk Grove – Rancho Cordova – El Dorado Connector Authority and its directors, officers, employees and agents, are made additional insureds, but only insofar as the operations under this Agreement are concerned."*
- e. Certified Copies of Policies: Upon request by the Authority, Consultant shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- f. Consultant's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude the Authority from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.

16. Audit, Retention and Inspection of Records:

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

- d. If so directed by the Authority upon expiration of this Agreement, the Consultant shall cause all Records to be delivered to the Authority as depository.

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

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

Consultant’s project manager for this Agreement is **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 8 (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**

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

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Authority to enforce at any time the provisions of this Agreement or to require at any time performance by the Consultant of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Authority to enforce these provisions.

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

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

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Consultant assures the Authority that it complies with the Americans with Disabilities Act

(ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

23. 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.

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

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

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

- a. Consultant will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.

- b. Consultant will not meet with employees or supervisors on the Authority's or state property if the purpose of the meeting is to assist, promote or deter union organizing, unless the property is equally available to the general public for meetings.

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

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

27. 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.

28. 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.

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

30. 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.

31. 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.

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

33. 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.

34. 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.

35. 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.

36. Ownership; Permission:

- a. Consultant agrees that all work products, including but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of the Authority, provided that Consultant may retain file copies of said work products. Consultant shall provide said work products to the Authority upon request.
- b. Consultant represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all

computer software materials and all written materials, are either owned by or produced by Consultant or that all required permissions and license agreements have been obtained and paid for by Consultant; and (ii) the Authority is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit A. Consultant shall defend, indemnify and hold harmless the Authority and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

37. 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**

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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: Scope of Work  
Exhibit B: Budget

**EXHIBIT "A"**

**EXHIBIT "B"**  
**COST PROPOSAL**

**EXHIBIT "C"**  
**PAYEE DATA RECORD FORM**

[INSERT HERE]

**LEVINE ACT DISCLOSURE STATEMENT**

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

The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract.

Current members of the Capital SouthEast Connector Authority Board of Directors are:

Patrick Hume, City of Elk Grove  
John Hidahl, County of El Dorado  
Don Nottoli, County of Sacramento  
David Sander, City of Rancho Cordova  
Kerri Howell, City of Folsom

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Authority Director(s) in the 12 months preceding the date of the issuance of this request for proposal?

YES       NO

If yes, please identify the Director(s):

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Authority Director(s) in the three months following the award of the contract?

YES       NO

If yes, please identify the Director(s):

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Information