



JOHN HIDAHL
El Dorado County

DON NOTTOLI
Sacramento County

KERRI HOWELL - CHAIR
City of Folsom

DAVID SANDER
City of Rancho Cordova

PATRICK HUME
City of Elk Grove

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

Date: Friday, December 10, 2021, 8:30 a.m. to 10:30 a.m.

Meeting Location:

Consistent with California Government Code Section 54953(e)(1)(a), an online meeting of the Capital SouthEast Connector JPA Board of Directors will be held exclusively via teleconference in light of COVID-19 and the state of emergency proclamation and state and local recommended measures for physical distancing, including the Sacramento County Public Health Officer's teleconferencing recommendation. This meeting will be held via Zoom. Join the meeting on your computer or mobile device:

<https://us06web.zoom.us/j/83057949477?pwd=UHdteW9uUUVyYTIvRFJLRGIBTWxIQT09>

Webinar ID: 830 5794 9477

Passcode: 737925

To join the meeting by phone: +1 669 900 6833 or +1 346 248 7799

Public Comment:

If you wish to address the Board of Directors during the meeting, please wait until the Board Chair requests comments from the public. All public participants will be placed on mute during the meeting, until such time as the Board Chair requests public comment. Computer and mobile device attendees should use the Zoom "Raise Hand" feature when the Board Chair requests public comment. The "Raise Hand" feature can be found by moving your mouse on the Zoom meeting screen to reveal the toolbar. Then click on the "Participants" tab and then click "Raise Hand". Alternatively, windows users can use the keyboard shortcut ALT+Y and mac users can use the keyboard shortcut OPTION+Y to raise or lower your hand for comment. Phone attendees should press *9 to "Raise Hand" for public comment.

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

AGENDA

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

1. Call to Order & Roll Call: Directors Hidahl, Howell, Hume, Nottoli, Sander
2. Pledge of Allegiance
3. Adopt Resolution 2021-30 Making Findings and Determinations Authorizing Virtual Teleconference Meetings under Government Code Section 54953(e) (AB 361).
4. Public Comment on Non-Agenda Items

Members of the public may comment on any item of interest to the public within the subject matter jurisdiction of the Board of Directors. Each person will be allowed three minutes, or less if a large number of requests are received on a particular subject. After ten minutes of testimony, the Chair may choose to hear any additional testimony following the Discussion Items.

Please note, under the provisions of the California Government Code, the Board is prohibited from discussing or taking action on any item that is not on the agenda. The Board cannot take action on non-agendized items raised under "Public Comment" until the matter has been specifically included on the agenda. Those participants who wish to address a specific agendized item are encouraged to offer their public comments during consideration of that item.

5. Executive Director's Report: December Update and Year-End Summary

Consent Calendar Items

6. Approve Action Minutes of the October 29, 2021, Regular Teleconference Board Meeting
7. Adopt 2022 Connector JPA Regular Board Meeting Schedule
 - Resolution 2021-31
8. Authorize the Executive Director to enter into an agreement with Kittelson & Associates, Inc. for consulting services related to Connector Project Performance Benefits
 - Resolution 2021-32
9. Connector Project Construction Update (Receive and File)

Discussion and Action Items

10. Nomination and Election of Board Chair and Vice-Chair for Calendar Year 2022
- Resolution 2021-33

Closed Session (Estimated time 15 min)

11. Closed Session

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

Conference with Real Property Negotiators Pursuant to Government Code § 54956.8

Property: Intersection of Grant Line Road and Jackson Road
Sacramento County, CA

Agency negotiator: Derek Minnema, Executive Director

Negotiating parties: Grant Line Jackson Investors, a California Limited Partnership

Under negotiation: Price and terms of real property transaction

Open Session

12. Announcements or Final Comments from Board Members

ADJOURN

The next meeting of the Capital SouthEast Connector JPA Board will be held on
January 28, 2022

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

*Date subject to Board approval of the 2022 JPA Board meeting schedule and location is
subject to change due to COVID-19 restrictions on public gatherings

NOTICE REGARDING CHALLENGES TO DECISIONS

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

GOVERNMENT CODE 54957.5 et seq.

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

ADA COMPLIANCE STATEMENT

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

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

ITEM 3

MEETING DATE: December 10, 2021

TITLE: Adopt Resolution Making Findings and Determinations Authorizing Virtual Teleconference Meetings under Government Code Section 54953(e) (AB 361).

PREPARED BY: Osman Mufti, General Counsel

RECOMMENDATION

Approve Resolution 2021-30 making findings and declaring its intent to continue remote teleconference meetings pursuant to Government Code section 54953(e) due to the Governor's COVID-19 State of Emergency Proclamation, Sacramento County Public Health Officer recommendations, and state regulations related to physical distancing.

BACKGROUND – ASSEMBLY BILL 361

The JPA Board has been conducting its public meetings under the Governor's Executive Orders issued in connection to the COVID-19 pandemic and its related health and safety risks which allowed legislative bodies to hold meetings exclusively by teleconference.

Effective October 1, 2021, Assembly Bill (AB) 361 allows local legislative bodies to continue to hold modified remote meetings during a proclaimed state of emergency, if state or local officials have imposed or recommended measures related to physical distancing which warrant holding meetings remotely.

AB 361 codifies certain provisions of the Governor's Executive Orders to allow for the following teleconference rules:

- Waives the requirement that there be a physical meeting location open to the public to attend Board meetings and comment during the meeting;
- Waives the requirement that the agenda identify and notice each teleconference location of each member of the Board that is participating by teleconference;
- Waives the requirement that each teleconference location be accessible to the public;
- Waives the requirement that members of the public be able to address the Board at each teleconference location;

- Waives the requirement that local agencies post agendas at all teleconference locations;
- Waives the requirement that at least a quorum of the Board participate from within the boundaries of the territory of the Board's jurisdiction;

AB 361 imposes additional rules for certain teleconference meetings as follows:

- Agencies cannot require that written comments be submitted in advance of a meeting, and agencies may only close the comment period at the same time it is closed during the meeting.
- The public must be given an opportunity to comment directly during the meeting and public comment periods. There must be a live time, call in or internet based public comment option.
- In the event of a disruption in broadcasting the meeting, the legislative body shall take no further action until meeting access is restored to the public.

TELECONFERENCE MEETINGS

In order for the Board to conduct meetings under the AB 361 teleconference meeting rules, the Board meetings must meet one of the following provisions:

(A) The local agency is holding a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; or

(B) The local agency is holding a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or

(C) The local agency is holding a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

The AB 361 modified teleconference meeting rules can only be used in the event there is a Governor issued a state of emergency. The Governor's COVID-19 state of emergency satisfies this requirement.

The second requirement of item (A) above is satisfied currently as state officials imposed and recommended measures to promote social distancing. California Division of Occupational Safety and Health ("Cal/OSHA") regulations related to COVID-19



recommend physical distancing and regulates “close contact” which occurs when individuals are within six feet of another in certain circumstances.

Additionally, the Sacramento County Public Health Officer issued a Teleconferencing Recommendation on September 28, 2021.

ATTACHMENTS

- a. Resolution 2021-30

ITEM 3 a

RESOLUTION 2021-30

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
MAKING FINDINGS AND DETERMINATIONS AUTHORIZING VIRTUAL
TELECONFERENCE MEETINGS DUE TO THE GOVERNOR'S PROCLAMATION OF
STATE EMERGENCY AND LOCAL RECOMMENDATIONS AND STATE
REGULATIONS RELATED TO PHYSICAL DISTANCING DUE TO THE
THREAT OF COVID-19**

WHEREAS, the Board of Directors of the Capital SouthEast Connector Joint Powers Authority (the "Board") is committed to preserving public access and participation in meetings of the Board; and

WHEREAS, all meetings of the Board are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963, the "Brown Act"), so that any member of the public may attend, participate, and observe the Board conduct its business; and

WHEREAS, the Brown Act, Government Code section 54953(e), provides for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, such conditions now exist in the State, specifically, the Governor of the State of California proclaimed a state of emergency on March 4, 2020, related to the threat of COVID-19, which threat remains; and

WHEREAS, California Department of Public Health and the Federal Centers for Disease Control and Prevention caution that the Delta variant of COVID- 19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations; and



WHEREAS, on September 28, 2021, the County of Sacramento Public Health Officer recommended social distancing measures and that local legislative bodies in the County of Sacramento use certain available teleconferencing options in order to help minimize the spread and transmission of COVID-19; and

WHEREAS, the California Division of Occupational Safety and Health (“Cal/OSHA”) regulations at Title 8 Section 3205 recommends physical distancing in the workplace as precautions against the spread of COVID-19 and imposes certain restrictions and requirements due to a “close contact” which occurs when individuals are within six feet of another in certain circumstances; and

WHEREAS, to allow for physical distancing and remote meeting attendance in accordance with recommended measures from Cal/OSHA and the County of Sacramento Public Health Officer, the Board does hereby find that the Board shall conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that the Board shall comply with the requirements to provide the public with access to the meetings electronically as prescribed in paragraph (2) of subdivision (e) of section 54953.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED by the Board:

1. The foregoing recitals are true and correct.
2. The Board hereby recognizes the Governor’s proclaimed state of emergency remains in effect and continues to impact the ability of the Board and the public to meet safely in person. The Board further recognizes the recommendations of State and local officials promoting social distancing.
3. The meetings of the Board may be held pursuant to the provisions of subdivision (e)(2), due to the current Governor’s state of emergency proclamation, Sacramento County Public Health Officer recommendations, and Cal/OSHA recommendations for social distancing satisfying subdivision (e)(1)(A), of section 54953 of the Government Code.
4. The Board shall conduct public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act for teleconference meetings.



* * * * *

PASSED AND ADOPTED this 10th day of December 2021, on a motion by
Director _____, seconded by Director _____, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

ITEM 5

MEETING DATE: December 10, 2021

TITLE: Executive Director's Report – Year-End Summary (Receive and File)

PREPARED BY: Derek Minnema

YEAR-END WRAPUP

We are wrapping up a great 2021, and I would like to express my sincere appreciation to the Board again for its support and hard work this year. We accomplished significant construction milestones, and work is underway on 23 miles of the project.

At today's meeting, staff will provide the Board with a brief presentation on the highlights of the work performed along the Connector corridor and the many project accomplishments achieved this year.

I wish you all a Merry Christmas and a Happy New Year. The JPA offices will have limited staff hours from December 24 through January 2.

SNAPSHOT OF 2021 ACCOMPLISHMENTS

Construction

The JPA has made significant progress on constructing the Connector in 2021. Approximately \$65M in construction activity is taking place along three Connector segments, totaling 6.5 miles of improvements.

Funding and Programming

The JPA secured \$3.45M in STIP funding and "swapped" the funds with Elk Grove to advance two projects: construction of the Scott Road realignment and Kammerer Road's construction phase. Additionally, the JPA secured \$5M for environmental mitigation.

Environmental Clearance, Permitting, and Mitigation

The JPA environmentally cleared the Scott Road realignment, purchased approximately \$2M in mitigation credits, and completed construction permitting for Segments A2 and D3a.

Planning & Engineering Design

Work is underway on 23 miles of the project. This year we completed the Final Design and bid package for Scott Road, advanced Segment C's Precise Roadway Plan, amended the Metropolitan Transportation Improvement Program for Segment D2a, and completed agreements allowing the Project Approval and Environmental Document ("PA/ED") phase to move forward for Segment A1.

PROJECT DELIVERY ACHIEVEMENTS FOR THE CONNECTOR IN 2021:

Below is a more detailed summary of the work underway:

Segment A1 (Interstate 5 to Bruceville Road)

Significant coordination efforts were undertaken to complete agreements allowing the PA/ED phase to move forward:

- A Memorandum of Agreement was executed between Caltrans and the City of Elk Grove regarding the Interstate 5/Hood Franklin Interchange improvements.
- An amendment to the Memorandum of Understanding between the City of Elk Grove and the JPA, related to agency responsibilities associated with the PA/ED phase of the project, was executed
- A Cooperative Agreement between the City of Elk Grove, Caltrans, and the JPA was executed to advance work on the PA/ED phase of the project.

Segment A2 (Bruceville Road to SR 99)

- Construction began in May to reconstruct 2.5 miles of Kammerer Road to current design standards with shoulders and drainage improvements.
- The roadway was open to traffic in November, with minor work continuing through December.

Segment B2 (Waterman Road to Bradshaw Road)

- Major construction of this 1.5-mile segment began in April to upgrade Grant Line road to a four-lane roadway with an adjacent Class 1 Multi-Use Path. The project will significantly improve safety by adding shoulders, and realigning and providing for signalization at the Bradshaw Road intersection.
- Construction is anticipated to be completed by Spring 2022.

Segment C (Bond Road to Calvine Road)

- As part of the Grant Line Road Precise Roadway Plan, Preliminary Engineering was completed for two alternatives. The alternatives consider the use of traffic signals or roundabouts for intersection control at six intersections along the corridor.
- A public meeting was held in August where valuable community input was gathered on the project alternatives. The input is currently being incorporated into the final Precise Roadway Plan.
- Completion of the Grant Line Precise Roadway Plan and environmental document is anticipated in Summer 2022 for JPA Board adoption.

Segment D1 (Calvine Road to Jackson Road)

- Refined the alignment near Calvine Road to avoid the Bryte Ranch Conservation Bank.

Segment D2 (Jackson Road to White Rock Road)

- Completed Grant Line Road intersection analysis with the Raymer Way/Future Teichert Quarry Driveway to project peak-hour intersection turning movement volumes. Completed preliminary engineering of the intersection geometry and layout.
- The JPA processed a formal amendment to the Metropolitan Transportation Improvement Program to include the right of way phase of Segment D2a. The amendment was approved in October, which will allow the JPA to initiate right of way work on this segment.

Segment D3 (White Rock Road from Prairie City Road to the County Line)

- Major construction of this 2.5 mile segment began in April to upgrade White Rock Road to a four-lane expressway with adjacent Class 1 Multi-Use Path, construction of bridges over Alder Creek, signalization of two intersections, construction of shoulders, and drainage improvements.
- Construction is anticipated to be completed by Fall 2022

Segment E1 (County Line to Latrobe Road)

- Prepared a USDOT RAISE Grant application with EDCTC.
- Continued robust public outreach and community engagement on various topics of interest.

PROJECT SUPPORT EFFORTS

- We continue to reach out to state-level transportation advocacy, environmental, business and labor organizations to join the growing coalition in support of the Capital SouthEast Connector Project. Our coalition building has also extended into garnering support for the local funding activities, including Rancho Murietta.
- Our team worked to elevate the profile of the Connector Project among federal audiences to support funding through federal programs by educating key members of the California Congressional delegation about how well the project aligns with the Administration's priorities. This messaging ultimately helped secure Congressional support for the project from Senator Diane Feinstein and Senator Alex Padilla, Congressman John Garamendi (CA-03), Congressman Doug LaMalfa (CA-01), Congressman Ami Bera (CA-07) and Congressman Tom McClintock (CA-04).
- Working through our local labor representatives, the project's profile was elevated to secure a letter of support from General President Terry O'Sullivan of Laborers' International Union of North America, who notably stood next to the President during the signing of the Infrastructure Investment and Jobs Act.
- Outreach has been ongoing with the California Transportation Commission. Several meetings have been held with Commissioners to educate and provide project updates, as well as obtaining input on future funding opportunities for the Connector project.
- Our state advocacy worked with the legislative delegation to advance several budget proposals to provide direct state funding to the Connector. The Legislature did pass \$4 billion of transportation funding in the June budget that will be provided to the Active Transportation Program, Intercity Rail Capital Program, amongst others. However, the budget required additional statutory language to pass for funds to be dispersed.

ITEM 6

MEETING DATE: December 10, 2021

TITLE: Action Minutes of the October 29, 2021, Regular Teleconference Board Meeting

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Action Minutes of the October 29, 2021, Regular Teleconference Board Meeting.

ACTION MINUTES

The Capital SouthEast Connector JPA Board of Directors met in regular session on October 29, 2021, via teleconference.

Call to Order Chair Howell called the meeting to order at 8:36 a.m.

Roll Call Present: Directors Hidahl, Howell, Hume*, Nottoli, Sander

* Director Hume joined the meeting at 9:12 a.m.

Public Comments on Non-Agenda Items

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

Open Session

Item #4: Executive Director's Report

The Board received Executive Director Minnema's comprehensive oral report for October 2021 and a brief discussion amongst the Board and JPA staff ensued.

No public comments were received on the Executive Director's Report.

Consent Calendar Items

A motion was made by Director Nottoli and seconded by Director Hidahl and passed with four* directors voting in favor that:



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

Item #5: Approve Action Minutes of September 24, 2021 Board Meeting

Item #6: Accept an update on State and Federal Funding and Legislation

Item #7: Adopt Caltrans Local Assistance Procedures Manual Chapter 10 as Written Policies and Procedures for Federally Funded Engineering and Design Related Services - Resolution 2021-26a

Item #8: Authorize the Executive Director to Enter into a Cooperative Agreement with the State of California and the City of Elk Grove Related to the Interstate 5/Hood Franklin Road Interchange (Connector Segment A1) - Resolution 2021-27

Item #9: Accept and update on the Connector Project's Forecasted Reductions in Vehicle Miles Traveled and the Economic Benefit from Travel Time Savings

Item #10: Support the Connector Project as a Critical Rural Freight Corridor within the National Highway Freight Network - Resolution 2021-28

Item #11: Accept an update on Connector Project Construction

Item #12: Accept an update on Connector Project Media Summary

* Director Hume was absent during the vote.

No public comments was received on the consent item.

Discussion and Action Items

Item #13: Update on Local Measure A Funding and Authorize the Executive Director to Execute a No-Cost Amendment to the Capital Project Allocation and Expenditure Contract with Sacramento Transportation Authority - Resolution 2021-29

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



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

THE BOARD OF DIRECTORS (“BOARD”) OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY (“CONNECTOR JPA”) HEREBY AUTHORIZES THE EXECUTIVE DIRECTOR TO ENTER INTO A FOURTH NO-COST AMENDMENT TO THE 2015 CAPITAL ALLOCATION AND EXPENDITURE CONTRACT WITH SACRAMENTO TRANSPORTATION AUTHORITY IN SUBSTANTIALLY THE FORM ATTACHED HERETO WITH RESOLUTION 2021-29.

Public comment was received from Sabrina Drago on this item.

Item #14: Connector Segment C Update (Grant Line Road from Bond Road to Calvine Road) Related to the Sheldon Community Precise Roadway Plan

Executive Director Minnema introduced the item and Matt Lampa, Principal Civil Engineer, provided a presentation summarizing the item. A brief discussion amongst the Board and JPA staff ensued.

No action was taken on this item.

Public comment was received from Kevin Bewsey on this item.

Item # 15: Connector Project Environmental Mitigation Strategy Update

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

No action was taken on this item.

No public comment was received on this item.

Item # 16: Announcement and Final Comments from Board Members

No action was taken on this item.

No public comment was received on this item.

Adjournment

The meeting adjourned at approximately 9:55 a.m.



APPROVAL OF ACTION MINUTES FOR OCTOBER 29, 2021

Approved By:

Attest:

Kerri Howell
Chair of the Board

Derek Minnema
Board Secretary

ITEM 7

MEETING DATE: December 10, 2021

TITLE: Adopt 2022 Connector JPA Regular Board Meeting Schedule

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Resolution 2021-31, adopting the 2022 Connector JPA regular Board meeting schedule.

BACKGROUND

Section 6.b. of the Joint Exercise of Powers Agreement requires the Board to meet quarterly at a minimum, and shall establish, by resolution, the number of regular meetings to be held each year and the date, hour, and location at which such regular meetings will be held.

REGULAR BOARD MEETING SCHEDULE FOR CALENDAR YEAR 2022

The proposed calendar year schedule for 2022 is a similar to the 2021 schedule with eight (8) meetings held at 8:30 a.m. on a Friday.

Historically the meetings are held at the City of Rancho Cordova City Council Chambers and may return to that location in 2022. However at this time the board has the discretion to hold meetings via teleconference in light of COVID-19 restrictions on public gatherings. Teleconference meetings are conducted in accordance with the Ralph M. Brown Act, California Government Code 54950, *et seq.*

ATTACHMENTS

- a. Resolution 2021-31
- b. Proposed 2022 Connector JPA Regular Board Meeting Schedule



ITEM 7 a

RESOLUTION 2021-31

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
ADOPTING THE 2022 REGULAR BOARD MEETING SCHEDULE**

BE IT RESOLVED that the Board of Directors of the Capital SouthEast Connector Joint Powers Authority hereby adopts the 2022 regular Board meeting schedule attached hereto.

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

* * * * *

PASSED AND ADOPTED this 10th day of December 2021, on a motion by
Director _____, seconded by Director _____, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

ITEM 7 b

Calendar Year 2022 Regular Board Meeting Calendar

| January | | | | | | |
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| September | | | | | | |
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| October | | | | | | |
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| November | | | | | | |
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| December | | | | | | |
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ITEM 8

MEETING DATE: December 10, 2021

TITLE: Authorize the Executive Director to Execute an Agreement with Kittelson & Associates, Inc. for consulting services related to Connector Project Performance Benefits

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Resolution 2021-32 authorizing the executive director to execute an agreement with Kittelson & Associates, Inc. for consulting services related Project Performance Benefits associated with construction of the Connector for an amount not to exceed \$274,749.

INTRODUCTION

Funding and constructing a new capacity increasing project is a complex process given recent changes to California Environmental Quality Act (CEQA) guidance and statewide goals that de-emphasize capacity projects.

The latest federal and state funding opportunities through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) or Infrastructure for Rebuilding America (INFRA) or the Senate Bill 1 grant programs are integrating new sustainability and equity measures. Establishing race, equity, environmental justice, and climate benefits will be critical given current grant program criteria.

In order to remain competitive for future funding opportunities the JPA will need to develop a Performance Benefits Program, which analyzes and quantifies the Connector benefits associated with the various metrics.

BACKGROUND

- Section II A. of the JPA's Contracting and Purchasing Procedures Manual states that the Board of Directors shall award professional services contracts that exceed \$50,000.
- Resolution 2021-15, approved August 27, 2021, authorized staff to release a Request for Proposals ("RFP") for environmental consulting services related to project performance benefits analysis.

SUMMARY OF PROCUREMENT

- The RFP was advertised on ConnectorJPA.net, Public Notices were published in three newspapers of general circulation, and the RFP was e-mailed to approximately seven consulting firms.
- The RFP was available October 13, 2021, and proposals were due no later than 12:00 p.m. on November 12, 2021.
- A ranking committee comprised of JPA staff evaluated the proposals for compliance with the requirements of the RFP.
- Following a review of proposals, it was determined that Kittelson & Associates, Inc. ("Kittelson") understanding of the overall goals of the requested services, experience, and qualifications best met the needs of the JPA. Kittelson was selected and is recommended for award of the Agreement.

DISCUSSION

This study will identify and develop analyses to update Connector project benefits and will firmly establish a link between likely state or federal grant program evaluation criteria and the Connector. These tasks include post-processing the results from the Connector's travel demand model to develop a series of performance benefit metrics and supporting public education materials.

Kittelson is known nationally for developing and applying the Highway Safety Manual, as well as highway capacity analysis, travel time reliability, transformational technologies, and context-sensitive performance metrics.

BUDGET

Work under this agreement will be funded with the JPA's 2015 Capital Project Allocation and Expenditure Contract with the Sacramento Transportation Authority ("STA"), which runs through FY 2023.

The FY 2022 Budget approved up to \$1,432,591 in project related professional services.

ATTACHMENTS

- a. Resolution 2021-32
- b. Agreement JPA-FY22-03



ITEM 8 a

RESOLUTION 2021-32

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT
WITH KITTELSON & ASSOCIATES, INC. FOR CONSULTANT SERVICES
RELATED TO CONNECTOR PROJECT PERFORMANCE BENEFITS**

BE IT RESOLVED that the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby authorizes the Executive Director to enter into an agreement with Kittleson & Associates, Inc. for consultant services related to Connector Project Performance Benefits for an amount Not To Exceed \$274,749

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

* * * * *

PASSED AND ADOPTED this 10th day of December, 2021, on a motion by Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY

AGREEMENT

This AGREEMENT is made and entered into this ___ day of _____ 2021, 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 **Kittelson & Associates, Inc., an Oregon corporation**, (hereinafter “Consultant”).

RECITALS:

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

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

1. **Time of Performance:** Consultant shall commence work upon execution of this Agreement. Consultant shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on **June 30, 2022**, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.

2. **Scope of Work:** Upon the execution of this Agreement, Consultant agrees to fully perform the work described in **Exhibit “A” – Scope of Work**.

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

In the event of any inconsistency between Exhibit “A” and other terms and conditions of this Agreement, Exhibit “A” shall control. The Authority reserves the right to review and approve all work to be performed by Consultant in relation to this Agreement. Any proposed amendment

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

to the Scope of Work must be submitted by Consultant in writing for prior review and approval by the Authority's Executive Director. Approval shall not be presumed unless such approval is made by the Authority in writing.

Deliverables for the specific items of work to be provided under the Scope of Work shall be as specified therein and shall be submitted in accordance with the timeframes specified in Exhibit "A", hereto. Modifications to the deliverables required and completion times specified in Exhibit "A", hereto may only be made in accordance with the prior written approval of Authority's Executive Director. In performance of the Scope of Work, Consultant shall endeavor to conduct all meetings with the Authority in person unless otherwise directed by the Authority or unless otherwise necessary due to local, state, or federal emergency declarations or health and safety protocols.

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

If a submittal or deliverable identified in Exhibit "A" is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 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. 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 **Two Hundred Seventy-Four Thousand Seven Hundred Forty-Nine Dollars (\$274,749)**, 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, 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") to the extent caused by the negligent performance of services under this Agreement. The parties agree that Consultant's obligation to defend the Authority is limited to reimbursing the Authority for its costs and expenses (collectively "Costs") for defending a claim, as those Costs are incurred by the Authority. The parties further agree that the Authority will reimburse Consultant for that portion of the reasonable Costs incurred by Consultant in the defense of the Authority which are attributable to the Authority's active negligence, recklessness, or willful misconduct, as determined through settlement, arbitration, or litigation. Consultant shall pay all Costs that may be incurred by the Authority in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination or assignment of this Agreement.

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

Table 1: Insurance Requirements

| POLICY | MINIMUM LIMITS OF LIABILITY |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Workers' Compensation; Employer's Liability</u> | Statutory requirements for Workers' Compensation; \$1,000,000 Employer's Liability. |
| <u>Comprehensive Automobile:</u> 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 **Matt Braughton**. 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:

Matt Braughton
Kittelson & Associates, Inc.
2510 J Street, Suite 200
Sacramento, CA 95816

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

DEREK MINNEMA
Executive Director

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG LLP
Legal Counsel to the Authority

KITTELSON & ASSOCIATES, INC.

DAVID L. MILLS
Vice President and Operations Lead

Attachments:

Exhibit A: Scope of Work
Exhibit B: Budget

EXHIBIT “A” SCOPE OF WORK

Task 1: Project Management and Meetings

1.1 Project Management and Project Kick-Off Meeting

Bi-Weekly Conference Calls, Monthly Progress Reports, Invoices

The Kittelson project manager will conduct bi-weekly 30-minute conference calls with the JPA’s project manager, with additional participants from the JPA or Kittelson teams participating as needed to address project needs. The focus of these calls will be to provide an update regarding ongoing work, identify any potential issues that require resolution, and provide a recurring opportunity for the JPA’s project manager to provide our team with feedback to be sure we are meeting or exceeding expectations.

Project Kick-Off Meeting

Kittelson will prepare for and conduct a project kick-off meeting with the JPA project manager and other core participants of the project, as determined by the JPA project manager. The meeting will confirm schedule, scope, and key interests of the JPA, identify near-term data or information the consultant team needs from the JPA to begin the analysis, and initiate a discussion around visual and written communication for the project.

1.2 JPA Meetings

Kittelson will attend up to ten (10) meetings with the JPA project manager, as needed, to discuss and present the study findings and/or meet with key stakeholders throughout the Performance Benefits Program and Conceptual Design Planning. As needed, Kittelson will prepare agendas, presentations, and meeting minutes for these meetings. We will respond to one consolidated set of comments on the agendas and presentation by JPA staff before finalizing. Given current conditions under the COVID-19 pandemic, Kittelson assumes some of the meetings will need to occur virtually and those occurring toward the end will be able to take place in-person. Our scope and budget assume five (5) 2-hour virtual meetings and five (5) 2-hour in-person meetings.

1.3 JPA Board of Directors Meetings

Kittelson will work with the JPA project manager to attend and present at up to four JPA Board of Directors meetings over the course of the study. We will prepare draft and final presentations that explain the study’s interim deliverables and discuss the performance benefits and Conceptual Design scenarios. For each presentation, we will respond to one consolidated set of comments by JPA staff before finalizing. Given current conditions under the COVID-19 pandemic, Kittelson assumes some of the Board of Directors meetings occurring nearing the start of this project will occur virtually and those occurring toward the end will be able to take place in-person. Our scope and budget assume presentations at the following four (4) JPA Board of Directors meetings:

- January 2022
- March 2022
- April 2022
- May 2022

TASK 1 DELIVERABLES

- Agendas and notes from bi-weekly conference calls
- Monthly invoices and progress reports
- Kick-off meeting agenda, materials, and meeting notes
- JPA Meetings (10, five 2-hour virtual meetings, five 2-hour in-person meetings)
- Four (4) JPA Board of Directors Meetings

Task 2: Performance Benefits Program

Kittelson will post-process the latest Connector Travel Demand Model parameters and outputs. This will be used to develop a comprehensive set of analyses to support the Connector Project implementation and future funding efforts. Through similar efforts, we have found that upfront work to establish a vision for the project's public outreach/education and confirming analysis approaches and assumptions ahead of the analysis, reduces future analysis and graphics iterations. After confirming our methodology and branding, the Kittelson team will begin the analysis and develop performance metrics alongside supporting graphics and text.

2.1 Data Collection, Model Review, and Methodology Memorandum

Data Collection

As an initial step, Kittelson will work with the JPA to identify necessary data for each analysis under the Performance Benefits Program. This will include:

- the current version of the Connector Travel Demand Model, and the model outputs and parameter files associated with the latest analysis conducted under prior tasks, as well as
- the most recent design files for segments of the corridors that will be evaluated in Task 2.

Connector Travel Demand Model Review

Kittelson will conduct a high-level review of the current Connector model and associated documentation to confirm the assumptions, parameters, roadway networks, land use, and outputs. This review will enable our team to fully understand the roadway network and land use assumptions built into the model to inform the technical analyses conducted as part of the Performance Benefits Program.

Methodology Memorandum

Following this initial data request, we will prepare a methodology memorandum outlining the analysis approach and assumptions for each of the eight performance benefits analyses. The memorandum will be provided to JPA staff for review and will be updated based on staff feedback to establish an agreed-upon analysis approach.

2.2 Performance Benefits Program Analyses

Air Quality Benefit Analysis

With support from Kittelson, Rincon will prepare an air quality benefits analysis to assess the Connector Project's potential air quality benefits. Rincon will conduct a literature review of existing documentation regarding air quality benefits associated with reduced congestion (specifically, reduced fuel consumption), reduced idling, and expressways. Rincon will also complete a literature search regarding air quality benefits associated with active transportation.

Rincon will compare emissions associated with the Connector Project versus no project. The analysis would use the California Air Resources Board's Emission Factor (EMFAC) 2021 model to compute criteria pollutant emissions and mobile source air toxics for the project and no-project scenarios. In addition, Rincon would conduct a cost benefit analysis of the proposed project using the California Department of Transportation's California Life-Cycle Benefit/Cost Analysis Model (Cal-B/C) to estimate the potential monetary savings (e.g., dollars) with implementation of the Connector Project.

The Kittelson team will present the results of the literature review and technical analysis in an Air Quality Memorandum.

Environmental Justice Benefit Analysis

Kittelson will analyze how the Connector Project implementation addresses environmental justice consistent with current state and federal approaches. The analysis will include a review of environmental justice indicators and screenings tools such as CalEnviroScreen 4.0, EPA's EJSCREEN, Center for Disease Control and California Department of Public Health indicators, and other common screening indices such as the California Healthy Places Index. We will document how the project both directly and indirectly meets the needs of communities currently overburdened by environmental impacts.

Direct benefits will address the Connector Project itself—how it reduces environmental burdens and provides improved access and infrastructure to essential services. Indirect benefits will address the regional benefits of the project and how changes in travel patterns may reduce environmental impacts and improve accessibility for disadvantaged and overburdened communities outside the Connector Project's immediate footprint.

We will document the results of the analysis and benefits review in an Environmental Justice Memorandum that summarizes how the Connector Project directly and indirectly reduces environmental burdens borne by disadvantaged communities. This memorandum will also include:

- mapping of environmental justice screening indicators as they relate to the Connector Project's local and regional impact;
- documentation of how the Connector Project addresses environmental justice burdens by improving access to essential services, improving health, and reducing or mitigating environmental impacts; and

- discussions consistent with common environmental justice-related grant criteria.

Crash Modification Benefit Analysis

Kittelson will prepare an analysis of expected safety benefits from the implementation of the Connector Project. The analysis will include a review of the current crash modification factors, safety performance functions, and safety research related to conversion of roadway facilities. For this task, Kittelson will:

- obtain the latest five years of California Highway Patrol (CHP) Statewide Integrated Traffic Records System (SWITRS) crash data and extract existing and future roadway volumes from the Connector model; and
- develop a post-processor to calculate the expected change in crash frequency and severity utilizing the anticipated roadway design changes for the project.

In addition to calculating safety performance of the corridor, Kittelson will also document the expected safety benefits of the Connector Project consistent with common grant merit criteria. This will include how the Connector Project:

- provides regional safety benefits;
- contributes to the safe movement of people and goods; and
- enhances safety at highway/rail crossings.

We will document the results of the analysis scenario and benefits review in a Safety Benefit Analysis Memorandum. This memorandum will include discussions consistent with common safety-related grant criteria and provide performance measures and supporting graphics to support future grant applications and public communications.

Greenhouse Gas Reduction Benefit Analysis

With support from Kittelson, Rincon will prepare greenhouse gas (GHG) benefits analysis to assess the Connector Project's potential GHG benefits. Rincon will review existing documentation regarding GHG benefits associated reducing overall VMT. Rincon will also complete a literature search regarding GHG benefits associated with reduced vehicle miles traveled (VMT).

Rincon will conduct and document a technical comparison of emissions associated with the Connector Project versus no project. EMFAC2021 would be used to compute carbon dioxide equivalent (CO₂e) emissions generated by the proposed project and the no-project. Emissions of CO₂e including methane (CH₄), nitrous oxide (N₂O), and carbon dioxide (CO₂) would be quantified. Rincon will compare the emissions results of the project and no-project scenarios. The results of the literature review and technical analysis findings will be presented in a GHG Memorandum.

Climate Resiliency Benefit Analysis

Mark Thomas will prepare the Climate Resiliency benefit analysis memorandum. The memorandum will summarize how the Connector Project addresses and adapts to climate change. The

memorandum will discuss climate-related threats identified in plans from the member agencies such as:

- Sacramento County Climate Change Vulnerability Assessment
- City of Folsom Climate Adaptation and Resilience Report
- City of Elk Grove Climate Action Plan
- City of Rancho Cordova *Climate Action Plan*
- Sacramento Area Council of Governments (SACOG) Sacramento Regional Transportation Climate Adaptation Plan
- California State Transportation Agency Climate Action Plan for Transportation Infrastructure
- SACOG Vulnerability and Criticality Assessment

The memorandum will document how the Connector will address these climate threats to provide a resilient facility.

Transportation Equity Benefit Analysis

Kittelson will analyze and document how transportation equity is addressed by the Connector Project. Specifically, Kittelson will identify how the Connector Project increases transportation choices including new walking, biking, and rolling access along the corridor as well as how improvements along the corridor address improved access for the disabled. This analysis will specifically consider access that addresses historic disproportionate impacts borne by people of color or disadvantaged communities. The analysis will also document how the corridor provides increased accessibility, reliability, or opportunity to jobs and essential services. Finally, Kittelson will document new or improved freight access along the corridor, including how this improved access may benefit underserved communities through access to goods and job opportunities.

We will document the results of the analysis and benefits review in a Transportation Equity Memorandum. This memorandum will include mapping and graphics illustrating how transportation equity is addressed by the Connection project and include discussion consistent with federal and state grant criteria and metrics.

Barriers to Opportunity Benefit Analysis

Kittelson will analyze and document how the Connector Project implementation addresses racial equity and barriers to opportunity consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government* (2021), and the federal merit criteria for grant programs like INFRA and RAISE. Specifically, we will identify how the Connector Project proactively addresses racial equity and barriers to opportunity or redresses prior inequities and barriers to opportunity.

Our analysis and project review will document how the Connector Project expands access to essential services, improves connectivity to jobs, healthcare, and other critical destination and how these benefits specifically relate to disadvantaged communities and racial equity to remove barriers to opportunity. The benefit analysis will also document how the Connector Project has considered racial equity and disadvantaged communities throughout the planning and design process and any equity-focused policies related to project procurement, material sourcing, and/or

construction to address racial equity and barriers to opportunity in the project delivery and implementation.

Kittelson will document physical barrier mitigating improvements associated with the project, including multimodal investments and/or park/open spaces that create new connections or opportunities for underserved communities or remove existing barriers.

We will document the results of the analysis and benefits review in a Barriers to Opportunity Memorandum. The memorandum will summarize how the Connector Project directly and indirectly reduces barriers to opportunity and racial equity.

Environmental Sustainability Benefit Analysis

Building on the GHG, Air Quality, Environmental Justice, and Climate Resiliency benefit analyses, Kittelson will document and prepare performance metrics related to the environmental sustainability of the Connector Project. We will document the project's consistency with local, regional, state, and federal climate change and sustainability initiatives and plans. We will address:

- how sustainability has been considered in the planning and project delivery process including sustainable or green infrastructure design elements,
- how the project reduces emissions or supports transportation-land use efficiencies and stormwater management elements,
- design aspects that support climate resiliency and disaster preparedness, as well as
- how the project reduces adverse impacts on environmental justice communities or other potential environmental impacts.

We will document the results of the analysis and benefits review in an Environmental Sustainability Memorandum.

2.3 Prepare Conceptual Designs of Traffic Performance Benefits

Mark Thomas and Kittelson will develop design scenarios at two locations along the Connector alignment to showcase the project's design and benefits. We will review conceptual layout options based upon Connector TDM information and based upon a 20-year planning horizon that would begin at opening year of the project.

Concepts will be developed in AutoCAD utilizing NearMap, or equivalent, as the source for existing surface ground conditions with readily available GIS data to establish existing right-of-way. Our team assumes an available no-cost existing ground surface can be used to establish preliminary grades and a design surface for the project concepts to aid in developing visual renderings.

TASK 2 DELIVERABLES

- Data Collection and Methodology Technical Memorandum

- Connector Travel Demand Model Review Technical Memorandum
- Draft and Final Performance Benefits Program Technical Memorandums (8)
- Conceptual Design Concepts at two (2) locations
- Renderings at two (2) locations

3.0 Public Outreach and Grant Writing Support

Kittelson will meet with JPA staff to determine a desired approach to messaging project materials and graphics and providing any desired messaging support.

3.0 Public Outreach and Grant Writing Support Materials

Kittelson visual and written communications staff will help to lead the discussion to understand how our deliverables can best meet the implementation and funding needs of the Connector Project and help establish visual and written guidance and templates. This meeting and a Kittelson-prepared technical memorandum documenting the discussion will form the framework for developing consistent and impactful visual and written materials for the study.

Kittelson proposes to create a variety of project design visualizations used for communicating the program benefits and designs to the public. The following scope outlines the different visualization products we expect to create to develop a comprehensive project visualization. Kittelson will work closely in a collaborative environment with the client to develop and create public outreach and education material to direct and guide the project narrative. The material will contain outlines and graphics to help layout all the content used for public consumption. Our team will also prepare visual renderings of the scenarios to assist the community in understanding the improvements. The renderings will be based on CAD drawings and enhanced using Adobe Illustrator, Photoshop, or other graphics software.

3D Modeling and Textures

3D modeling is the foundation for a variety of visualization products. For this project, we will create a 3D model of up to (or the equivalent of) two project locations and one roadway segment using a design CAD model. The 3D model will include detailed information along the corridor along with neighboring buildings/structures. All 3D modeling beyond the neighboring buildings will be generic shapes used to fill in the background.

All 3D features will have detailed textures except for buildings and structures. The buildings and structures will be a gray color to ensure the project focus will be the different project improvements.

Image Stills and Video Animation

The finished 3D model will be used to create a variety of 3D rendered still images at key locations around the project locations and along the corridor. We expect to produce rendered still images of up to four different perspectives for each modeled location.

The video will be used to demonstrate the project design and how it connects within the existing environment and focus on key locations using animation to demonstrate two project locations and one roadway segment. The animation will be a slow fly-through showing the project locations with a mix of vehicles navigating the project locations and roadway segment. The vehicle operation will not have the same operational accuracy as a micro-simulation. We will include pedestrian and bicycle activity in the animation to illustrate the different interactions.

The camera view will start overhead showing the project extents and fly toward one of the project locations and begin a low flight over the corridor. Depending on the agreed story and message for the video, the camera may slow or pause at locations to demonstrate key improvements, safety, and other alternative benefits.

Video Production

Kittelson will develop a final video for public consumption containing the animation, drone footage, information graphics, and narration. The video will be saved in a common video format that supports web technology.

TASK 3 DELIVERABLES

- Public Outreach and Grant Writing Support Approach Meeting and Technical Memorandum
- Draft and Final Storyboard
- Draft and Final 3D Model
- Draft and Final Image Stills and Video

EXHIBIT “B”
BUDGET

DRAFT



**KITTELSON & ASSOCIATES, INC.
BILLING RATE SCHEDULE**

Effective January 1, 2021

The current billing rates for Kittelison & Associates, Inc., staff are as follows and are subject to change:

| Staff | Billing Rate |
|------------------------------------|------------------------|
| Principal / Senior Principal | \$235 - \$320 |
| <i>Brian Ray</i> | \$290 |
| <i>Mike Aronson</i> | \$250 |
| Associate Engineer/Planner | \$200 - \$230 |
| <i>Matt Braughton</i> | \$215 |
| Senior Engineer/Planner | \$170 - \$195 |
| Engineer/Planner | \$150 - \$170 |
| <i>Anusha Musumuru</i> | \$160 |
| <i>Zachri Jensen</i> | \$160 |
| Transportation Analyst | \$130 - \$145 |
| Principal Data Scientist/Developer | \$235 - \$320 |
| Senior Data Scientist/Developer | \$190 - \$230 |
| Data Scientist/Developer | \$160 - \$190 |
| Data Analyst/Software Developer | \$120 - \$155 |
| Software Technician | \$90 - \$115 |
| Associate Technician | \$160 - \$190 |
| <i>Steven Rhyne</i> | \$165 |
| <i>Katie Taylor</i> | \$165 |
| Senior Technician | \$145 - \$160 |
| Technician II | \$125 - \$140 |
| Technician I | \$105 - \$120 |
| Office Support | \$70 - \$100 |
| Service & Other Direct Costs | Billing Rate |
| Mileage | \$.56/mile |
| Travel & Other Direct Costs | Actual plus 10% markup |
| Subconsultants | Actual plus 10% markup |



EXHIBIT A

Mark Thomas & Company, Inc. Rate Schedule

Expires June 30, 2022*

HOURLY CHARGE RATE RANGES

Engineering Services

| | |
|-------------------------|---------------|
| Intern | \$52 - \$90 |
| Technician | \$72 - \$137 |
| Planner I | \$85 - \$115 |
| Design Engineer I | \$101 - \$144 |
| Planner II | \$111 - \$137 |
| Sr. Technician | \$124 - \$180 |
| Design Engineer II | \$131 - \$169 |
| Project Engineer | \$154 - \$191 |
| Sr. Project Engineer | \$167 - \$227 |
| Sr. Technical Engineer | \$167 - \$227 |
| Project Manager | \$200 - \$256 |
| Technical Lead | \$200 - \$256 |
| Sr. Project Manager | \$232 - \$328 |
| Sr. Technical Lead | \$222 - \$328 |
| Engineering Manager | \$294 - \$378 |
| Practice Area Leader | \$294 - \$378 |
| Sr. Engineering Manager | \$327 - \$450 |
| Principal | \$422 - \$500 |

Construction Management Services

| | |
|------------------------------|---------------|
| Office Technician | \$65 - \$108 |
| Office Engineer | \$115 - \$216 |
| ** Asst. Resident Engineer | \$164 - \$297 |
| ** Inspector - CM | \$164 - \$297 |
| RE/Structural Representative | \$213 - \$360 |
| Project Manager - CM | \$213 - \$324 |
| Sr. Project Manager - CM | \$229 - \$360 |
| Area Manager - CM | \$321 - \$468 |
| Division Manager - CM | \$294 - \$360 |

District Management Services

| | |
|-------------------------------|---------------|
| ** Inspector - Apprentice | \$69 - \$104 |
| ** Inspector | \$101 - \$140 |
| ** Sr. Inspector | \$128 - \$166 |
| Assistant Sanitary Engineer | \$144 - \$184 |
| Associate Sanitary Engineer | \$160 - \$216 |
| Sanitary Project Engineer | \$160 - \$248 |
| Sr. Sanitary Project Engineer | \$203 - \$295 |
| Operations Manager | \$232 - \$328 |
| Deputy District Manager | \$288 - \$353 |
| District Manager-Engineer | \$321 - \$374 |

Grant Writing Services

| | |
|------------------------|-------|
| Funding Specialist | \$158 |
| Sr. Funding Specialist | \$263 |

Survey Services

| | |
|-------------------------|---------------|
| Survey Intern | \$65 - \$112 |
| Survey Technician | \$85 - \$151 |
| Sr. Survey Technician | \$98 - \$186 |
| Surveyor | \$118 - \$171 |
| Sr. Surveyor | \$134 - \$198 |
| Lead Survey Technician | \$131 - \$218 |
| Project Surveyor | \$164 - \$216 |
| Sr. Project Surveyor | \$180 - \$238 |
| Survey Manager | \$191 - \$263 |
| Sr. Survey Manager | \$238 - \$311 |
| Survey Division Manager | \$284 - \$396 |
| ** Single Chief | \$157 - \$216 |
| ** Single Instrumentman | \$150 - \$191 |
| ** Single Chainman | \$132 - \$187 |
| ** Apprentice | \$71 - \$176 |
| ** 1 Person Field Crew | \$157 - \$216 |
| ** 2 Person Field Crew | \$290 - \$403 |
| ** 3 Person Field Crew | \$361 - \$580 |
| Drone Pilot | \$220 |

Project Support/Coordination Services

| | |
|-------------------------|---------------|
| Project Assistant | \$72 - \$108 |
| Technical Writer | \$69 - \$115 |
| Sr. Project Assistant | \$101 - \$137 |
| Project Coordinator | \$98 - \$144 |
| Graphic Designer | \$105 - \$162 |
| Sr. Technical Writer | \$105 - \$176 |
| Project Accountant | \$105 - \$162 |
| Sr. Project Coordinator | \$131 - \$173 |
| Sr. Graphic Designer | \$118 - \$198 |
| Sr. Project Accountant | \$164 - \$223 |
| Sr. Graphic Manager | \$147 - \$216 |

Urban Planning/Landscape Architecture Services

| | |
|---------------------------|---------------|
| Landscape Intern | \$49 - \$90 |
| Landscape Designer I | \$85 - \$115 |
| Landscape Designer II | \$111 - \$137 |
| Landscape Architect | \$115 - \$198 |
| LAUD Division Manager | \$255 - \$284 |
| LAUD Project Manager | \$193 - \$248 |
| Sr. LAUD Project Manager | \$229 - \$281 |
| Sr. LAUD Division Manager | \$268 - \$317 |

Special Services

| | |
|----------------------|-------|
| Expert Witness | \$440 |
| Strategic Consulting | \$440 |

Note: Additional Promotional Steps Exist within Various Rate Categories

OTHER DIRECT COSTS

Reimbursables including, but not limited to:

| | | | |
|-----------------------------------------|--------------|-------------------------|--------------|
| Reproductions, Delivery and Filing Fees | Cost Plus 5% | Outside Consultant Fees | Cost Plus 5% |
| Mileage | Per IRS Rate | Survey Field Expenses | Cost Plus 5% |

*Rates subject to escalation with new hourly rate schedule as of July 1, 2022

**These charge rates are subject to Prevailing Wage laws and Union contract.



Rincon Consultants, Inc.

Standard Fee Schedule for Environmental Sciences and Planning Services

| Professional, Technical and Support Personnel* | Hourly Rate |
|-------------------------------------------------------|--------------------|
| Principal II | \$270 |
| Director II | \$270 |
| Principal I | \$250 |
| Director I | \$250 |
| Senior Supervisor II | \$228 |
| Supervisor I | \$215 |
| Senior Professional II | \$195 |
| Senior Professional I | \$179 |
| Professional IV | \$164 |
| Professional III | \$152 |
| Professional II | \$135 |
| Professional I | \$120 |
| Associate III | \$108 |
| Associate II | \$98 |
| Associate I | \$90 |
| Project Assistant | \$85 |
| Senior GIS Specialist | \$155 |
| GIS/CADD Specialist II | \$135 |
| GIS/CADD Specialist I | \$120 |
| Technical Editor | \$120 |
| Production Specialist | \$98 |
| Clerical | \$85 |

*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

Reimbursable Expenses

| Direct Cost | Rates |
|------------------------------------|-----------------------------------------------|
| Photocopies – Black and White | \$0.20 (single-sided) & \$0.40 (double-sided) |
| Photocopies – Color | \$1.50 (single-sided) & \$3.00 (double-sided) |
| Photocopies – 11 x 17 | \$0.50 (B&W) & \$3.30 (color) |
| Oversized Maps | \$8.00/square foot |
| Digital Production | \$15/disc and \$20/flash drive |
| Light-Duty and Passenger Vehicles* | \$85/day |
| 4WD and Off-Road Vehicles* | \$135/day |

* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to annual escalation

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.


Rincon Consultants, Inc.

| Equipment | Day Rate |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Environmental Site Assessment | |
| Soil Vapor Extraction Monitoring Equipment | \$144 |
| Four Gas Monitor | \$124 |
| Flame Ionization Detector | \$100 |
| Photo Ionization Detector | \$75 |
| Hand Auger Sampler | \$57 |
| Water Level Indicator, DC Purge Pump | \$41 |
| Natural Resources Field Equipment | |
| UAS Drone | \$250 |
| Spotting or Fiberoptic Scope | \$155 |
| Pettersson Bat Ultrasound Detector/Recording Equipment | \$155 |
| Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera) | \$103 |
| GPS (Sub-meter Accuracy) | \$60 |
| Infrared Sensor Digital Camera or Computer Field Equipment | \$52 |
| Scent Station | \$21 |
| Laser Rangefinder/Altitude | \$10 |
| Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar | \$8 |
| Mammal Trap, Large/Small | \$1.50/\$0.50 |
| Water and Marine Resources Equipment | |
| Boat (26 ft. Radon or Similar) | \$565 |
| Boat (20 ft. Boston Whaler or Similar) | \$310 |
| Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS | \$155 |
| Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature) | \$57 |
| Refractometer (Salinity) or Turbidity Meter | \$35 |
| Large Block Nets | \$103 |
| Minnow Trap | \$88 |
| Net, Hand/Large Seine | \$10/\$50 |
| Field Equipment Packages | |
| Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment) | \$100 |
| Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone) | \$130 |
| Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope) | \$155 |
| Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets) | \$52 |
| Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.) | \$50/diver |
| Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides) | \$50 |
| Insurance, Hazard and Safety Fees | |
| L&H Dive Insurance | \$50/diver |
| Level C Health and Safety | \$60 person |

ITEM 9

MEETING DATE: December 10, 2021

TITLE: Connector Project Construction Update (Receive and File)

PREPARED BY: Matt Lampa

RECOMMENDATION

Receive and file this update.

CONSTRUCTION UPDATE

Construction is currently in progress on three Connector projects:

Segment A2, Kammerer Road (Bruceville Road to Lotz Parkway)

- Completed roadway striping on Kammerer Road and Lotz Parkway
- Kammerer Road reopened to traffic on November 18
- Continued work on inlet and outlet structures of drainage basins
- Continued work on median landscaping



Segment B2, Grant Line Road (Waterman Road to Bradshaw Road)

- Placed rubberized asphalt concrete
- Placed erosion control on graded areas
- Completed grading work for roadside ditches
- Installed underground electrical for traffic signals and lighting



Segment D3a, White Rock Road (Prairie City Road to East Bidwell Street)

- Prairie City Road realignment complete and reopened to traffic
- SMUD service connections installed to provide electrical for East Bidwell and Prairie City Road traffic signals and street lighting
- Drainage basins 2 & 3 outlet structures completed
- Pavement base material is being placed for two westbound lanes.



ITEM 10

MEETING DATE: December 10, 2021

TITLE: Nomination and Election of Board Chair and Vice-Chair for Calendar Year 2022

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Resolution 2021-33, electing the City of Rancho Cordova as the Chair and the County of El Dorado as the Vice-Chair of the Board for the 2022 calendar year.

BACKGROUND

Section 6.c(1) of the Joint Exercise of Powers Agreement requires the Board to elect a chair annually among its members to preside at meetings.

Article IV.4. of the Authority's Bylaws states the term of office of the Chair and Vice-Chair shall be one year. If no successor is named by the conclusion of any Officer's term, the officer shall continue in the office until a successor is named.

HISTORICAL SEQUENCE

The recent order of Board Chair has been rotated by member agency. The Board Chair sequence has been as follows:

- Calendar 2018 – County of El Dorado
- Calendar 2019 – County of Sacramento
- Calendar 2020 – City of Elk Grove
- Calendar 2021 – City of Folsom

Should the Board decide to continue to follow this established sequence then:

- Calendar 2022 – City of Rancho Cordova (*Proposed*)

ATTACHMENTS

- a. Resolution 2021-33



ITEM 10 a

RESOLUTION 2021-33

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
APPROVING THE ELECTION OF BOARD CHAIR AND VICE CHAIR
FOR CALENDAR YEAR 2022**

BE IT RESOLVED that after completing nominations and an election, the Board of Directors of the Capital SouthEast Connector Joint Powers Authority ("Board") hereby elects the director from the City of Rancho Cordova to serve as Chair of the Board and the director from the County of El Dorado to serve as Vice-Chair of the Board.

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

* * * * *

PASSED AND ADOPTED this 10th day of December 2021, on a motion by Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary