

# **CITY OF ELK GROVE**



## **Request for Proposals**

**For**

**Blue Line/Bus Rapid Transit to Elk Grove Implementation Plan**

**City Clerk's Office  
City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758**

**Proposals Due by April 2, 2024 at 12:00pm**

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**Introduction:**

The City of Elk Grove (City) is accepting proposals from qualified Consultants (Consultant(s)) for the Blue Line/Bus Rapid Transit to Elk Grove Implementation Plan in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

**Written Submissions:**

One signed original, five (5) copies, and one USB Flash Drive copy of the proposals must be submitted to the Office of the City Clerk by April 2, 2024 at 12:00pm. Proposal shall be submitted in a sealed envelope clearly marked Blue Line/Bus Rapid Transit to Elk Grove Implementation Plan and addressed to:

**OFFICE OF THE CITY CLERK  
CITY OF ELK GROVE  
8401 Laguna Palms Way  
Elk Grove, CA 95758**

**Electronic Submission:**

As an alternative to written proposals, proposals may be submitted electronically in pdf form, and emailed to City Clerk Jason Lindgren at [jlindgren@elkgrovecity.org](mailto:jlindgren@elkgrovecity.org), with a copy to Kaley Lyons, Senior Transportation Planner at [klyons@elkgrovecity.org](mailto:klyons@elkgrovecity.org), prior to the deadline stated above. Submittals in pdf format must be fully ADA compliant. Large files may be sent using a cloud-based system such as Dropbox. Consultants shall be responsible for ensuring that proposals submitted electronically are received by the City Clerk prior to the deadline. Proposals that are not received prior to the deadline shall not be considered by the City, even if the late submission is due to a technical or other error, including, without limitation, the City's inability to open or access the electronic file. If the proposing Consultant does not receive a confirmation from the City Clerk that the proposal has been received, Consultant should assume the transmission failed and either resubmit or arrange for another method of delivery. Consultants are also encouraged to contact the City Clerk to confirm receipt of their proposal prior to the deadline. Proposals shall not be accepted by fax.

Questions regarding this RFP are to be directed by e-mail to:

Kaley Lyons  
Senior Transportation Planner  
[klyons@elkgrovecity.org](mailto:klyons@elkgrovecity.org)

Such contact shall be for clarification purposes only. The City must receive all questions no later than **March 19, 2024**. Material changes, if any, to the scope of services or proposal procedures shall only be transmitted by written addendum and posted to the City website. Addendums and answers to submitted questions will be available via the City of Elk Grove website under "Notice" for the RFP announcement.

**Late Proposals:**

Proposals arriving after the specified date and time shall not be considered, nor shall late proposals be opened. Each Consultant assumes responsibility for timely submission of its proposal.

**Withdrawal or Modifications of Proposals:**

Any proposal may be withdrawn or modified by a written request signed by the Consultant and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, Consultants are obligated to fulfill the terms of their proposal.

**Proposal Acceptance and Rejection:**

The City reserves the right to accept any proposal, to reject any and all proposals, and to call for new proposals, or dispense with the proposal process in accordance with the Elk Grove Municipal Code.

**Proposal Evaluation and Award:**

Evaluation shall be made based on the criteria noted in Attachment A: Evaluation and Selection Criteria. A contract may be awarded to the responsible Consultant who best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services, and shall not necessarily be based on the lowest priced proposal, except as otherwise provided

by law, taking into consideration adherence to the included specifications. A contract may be awarded to the next responsible Consultant if the successful Consultant refuses or fails to execute the contract. All Consultants that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding Consultant. Any contract awarded will be non-exclusive, and the City reserves the right to seek services from other sources, in the City's sole discretion.

**Register with the California Secretary of State:**

Unless Consultant is a sole proprietorship, Consultant must be registered and in good standing with the California Secretary of State within 14 days following notification of the City's intent to award a contract to Consultant and prior to execution of a final contract. Failure to timely register with the Secretary of State may result in the City awarding the contract to another Consultant. Additional information regarding the registration process may be found on the Secretary of State's website at: <https://bizfileonline.sos.ca.gov/>.

**Disclosure of Submitted Materials:**

After selection and execution of the contract(s), (or prior thereto if required by law) all information and materials provided in each submittal received is subject to disclosure through a public records request pursuant to the California Public Records Act, or otherwise as may be required by law. The City, in its sole discretion, may release any submitted materials, regardless of whether such materials are marked by respondents as confidential or otherwise as protected.

**Waiver of Irregularities:**

The City retains the right, in its sole discretion, to waive any irregularities in proposals that do not comply with the strict requirements of this RFP, and the City reserves the right to award a contract to a Consultant submitting any such non-compliant proposal, all in the City's sole discretion.

**Validity of Pricing:**

Consultants are required to provide a fee structure including the hourly rate of the principals to be assigned to the matter, and proposed cost (line item descriptions and pricing), and expense reimbursements levels, and total costs. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City; each proposal must stand on its own.

**No Guarantee of Usage:**

Any quantities listed in this RFP are estimated or projected and are provided for tabulation and information purposes only. No guarantee of quantities is given or implied by the City. Consultant must furnish the City's needs as they arise.

**Demonstrations:**

When required, the City may request full demonstrations prior to award. When such demonstrations are requested, the Consultant shall respond promptly and arrange a demonstration at a convenient location. Failure to provide a demonstration as specified by the City may result in rejection of a proposal.

**Use of Other Governmental Contracts:**

The City reserves the right to reject any part or all of any proposals received and utilize other available governmental contracts.

**Qualification/Inspection:**

Proposals will only be considered from Consultants normally engaged in providing the types of services specified herein. By responding to this RFP, the Consultant consents to the City's right to inspect the Consultant's facilities, personnel, and organization at any time, or to take any other action necessary to determine Consultant's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding Consultants and/or to award a contract without conducting interviews.

**Other Governmental Entities:**

If the Consultant is awarded a contract as a result of this RFP, the Consultant shall, if the Consultant has sufficient capacity, provide to other governmental agencies, so requesting, the services awarded in accordance with the terms and conditions of the RFP.

**Payment Terms:**

Payment shall be made as set forth in the contract attached hereto as Attachment B. In submitting proposals under these specifications, Consultants should take into account all discounts, both trade and time, allowed in accordance with the payment terms.

**Performance:**

It is the intention of the City to acquire services as specified herein from a Consultant that will give prompt and convenient service.

**Term of Contract:**

The term of the contract will be for a specific period of time, commencing upon execution. The City reserves the right to set the term for a period deemed to be in the best interest of the City, and terminate the contract as set forth therein.

**Amendments:**

If, in the course of the performance of the contract, Consultant or the City proposes changes to the services provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, Consultant or the City may request a change in the contract. The parties to the contract will meet to discuss and negotiate the required documents. Upon completion of those negotiations, the negotiated documents will be submitted to the City for approval. Upon approval by the City, an amendment to the contract will be approved by all parties for the change to be implemented. An amendment shall not render ineffective or invalidate any unaffected portions of the Contract. Nothing in this section obligates the City to agree to any change order or other amendment, and the City may withhold such agreement in its sole discretion.

**Service and support:**

Consultants shall explain how all on-going service and support shall be handled by the Consultant and the City of Elk Grove.

**Records:**

The Consultant shall maintain complete and accurate records with respect to labor costs, material expenses, and other such information required by City that relates to the performance of services under the contract. The Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of the services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. The Consultant shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to the contract. Such records, together with supporting documents, shall be maintained for City's inspection for a period of at least three (3) years after receipt of final payment.

**(See next page for Guidelines for Proposal)**

## Guidelines for Proposal

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

Written proposals shall be printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and bound (spiral / comb / three ring binder). Tabbed dividers should separate and identify the response items described below.

Digital submissions shall include bookmarks for each section with an easy to read font size and style.

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Kaley Lyons  
Senior Transportation Planner  
City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758

The letter shall include the Consultant's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the Consultant's understanding of the project based on this RFP and any other information the Consultant has gathered. Include a statement discussing the Consultant's interest and qualifications for this type of work. A principal of the firm authorized to legally bind the firm shall sign the letter.

2. Table of Contents

The Consultant shall insert a comprehensive table of contents denoting sections three through nine of the proposal as indicated below.

3. Qualifications and Experience

Describe the Consultant's capability for actually undertaking and performing the work, including any professional licenses and certificates held by the Consultant. List types and locations of similar work performed by the Consultant in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection Process.

4. Work Plan

The work plan must state the Consultant's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFP. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

5. Schedule

Describe the schedule for completion of the Project. Include a chart/timeline with major milestones and that aligns with the tasks listed in Section 4, Work Plan.

6. Fee  
This section should include the cost for requested services outlined in Section 4, Work Plan. Consultants shall clearly describe and outline fees for the services to be provided for each task of the project. Fees should be linked to the tasks of the work plan as provided in Section 4, Work Plan. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City.
7. Conflict of Interest Statement  
Any activities or relationships of the Consultant that might create a conflict of interest for the Consultant or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.
8. Supportive Information/References  
This section may include graphs, charts, photos, resumes, references, and any other relevant information in support of the Consultant's qualifications.
9. Secretary of State  
Consultant shall acknowledge their understanding of needing to be registered with the California Secretary of State as noted in the RFP language above.
10. Professional Services Contract:  
Attached to the RFP (Attachment B) is a copy of the City's standard Professional Services Contract (Contract). The City's standard Contract may be modified, in the City's sole discretion, to address the specific provisions of this RFP and Consultants should note that any specifications or other requirements specific to this RFP shall be included in the Contract and Contract's exhibits following an award of the Contract. Please review the Contract carefully and note in your proposal any exceptions or alterations to the Contract. Alterations or changes to the Contract that are not in the Consultant's response shall not be allowed after the selection of the Consultant. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal basis. However, the City reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the City's standard Contract. For reference, the insurance amounts that appear in the attached Contract are summarized below.

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation Primary Non-Contributory
Auto Liability	Non-Commercial Acceptable		
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Professional Liability/Errors and Omissions	\$1,000,000	\$1,000,000	Requirement extends 1 year past contract expiration

\*\*\*Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.

This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

(See next page for Scope of Work)

## SCOPE OF WORK

### Background

With significant new development throughout the City, it is crucial to improve access to the regional transit system for residents and visitors alike. Within the City's General Plan, there is potential to double the number of residential units and increase employment from about 45,000 jobs to about 127,000 jobs. The south study area accounts for approximately 33% of the growth in residential units and 37% of the growth in jobs.

The City of Elk Grove is experiencing exponential growth, including housing, commercial, and industrial uses. Current projects include:

- Wilton Rancheria, a federal recognized Native American tribe, recently opened a casino at the southern end of Elk Grove, with plans to expand to include a hotel and entertainment venue.
- The City is working with the Sacramento Zoological Society to locate a new zoo in Elk Grove, just west of the new casino development.
- Project Elevate, an ambitious project on a centrally located city-owned 20-acre parcel to be developed as a mixed-use project including retail, dining, entertainment, office, residential, and a hotel.
- The City recently approved General Plan amendments creating the Livable Employment Area Community Plan, providing for a new dense, urban neighborhood within the City.
- A new Amtrak station is scheduled to open in late 2026, connecting Elk Grove to the Bay Area and the Central Valley, as well as north to Sacramento.
- Several higher density residential developments than constructed in the past.

The Blue Line/Bus Rapid Transit to Elk Grove Implementation Plan (Project) will build upon the 2009 Fixed Transit Alignment Study for Corridor Preservation and the 2016 conceptual layout for one segment of the potential alignment. The 2009 study was completed to determine the right of way necessary for future light rail amid a fast-growing community. The proposed alignment brings light rail south from the Cosumnes River College station through Elk Grove to the southern edge of the city where significant growth is anticipated. The 2009 study provides a basis for the alignment, but existing land use and policy requirements have changed and further technical analysis, modeling, conceptual design, and community input are needed to bring the extension closer to implementation. The 2016 effort developed a general cross section for one of the segments based on SacRT standards for station and track spacing in response to proposed development along that segment.

Additionally, in 2019 while Elk Grove ran its own bus system, the City worked with a consultant to develop a bus rapid transit study focused on making improvements to the existing Route 110 which runs along the Big Horn Blvd corridor, similar to the proposed light rail alignment. Short-term and long-term BRT elements were analyzed and while all improvements projected an increase in ridership, only the long-term improvements met the Comprehensive Operational Analysis performance targets set for implementation, without further development. Bus service has since been annexed into the SacRT system and the BRT concept will be re-evaluated, in more detail, through this Project. The additional time allows for alignment of transit investment with increased transit demand through increased density and mix of land uses, especially in the southern part of the City.

With both light rail (LRT) and bus rapid transit (BRT) still under consideration, this Project will conduct a feasibility analysis to determine if LRT or BRT should move forward, or if BRT should come first, followed by LRT as demand increases. The Project will include ridership projections, develop final recommendations for the alignment and station locations, develop station area plans, include extensive community outreach, and establish an implementation and funding strategy. The Project will also include the segment from the existing Cosumnes River College light rail station (current end of the line) to northerly Elk Grove city limits. Much of this segment has reserved ROW for a future extension and the segment will be evaluated as part of the process. Coordination with the City of Sacramento is necessary in this area.

The Project will contain conceptual design only and will not exceed more than 30% design or conceptual drawings. The Project shall build upon and update the 2009 and 2016 alignment drawings. It is the City's intent that once this plan is complete, it will lead to implementation and development. The City will be the Lead Agency, with the Sacramento Regional Transit District (SacRT) as partner, in cooperation with the



Sacramento Area Council of Governments (SACOG), City of Sacramento, County of Sacramento, and the California Department of Transportation (Caltrans).

The City and SacRT have been awarded a grant from the State of California to fund the Project. The selected consultant shall comply with all required sections of the Restricted Grant Agreement (Attachment C to this RFP).

The scope of work below reflects the anticipated process and deliverables for the Project.

## **Project Objectives**

- Sustainability: Promote sustainability by promoting reliable and efficient mobility for people that reduces greenhouse gas emissions and vehicle miles traveled
- Accessibility: Increase accessibility to the regional transportation system for all, including seniors and people with disabilities
- Health: Reduce exposure to pollution and greenhouse gas emissions by providing safe and efficient alternatives. Improve safety by decreasing vehicles on the road.
- Social Equity: Prioritize the needs of underserved communities and encourage meaningful public engagement in the transportation decision-making process
- Cultivate trusted relationships with underserved communities
- Reduce greenhouse gas emissions to help meet the State's mandated greenhouse gas reduction of 40% below 1990 levels by 2030
- Reduce traffic congestion
- Reduce vehicle miles traveled
- Reduce transportation costs for households
- Increase safety
- Spur economic development through transit-oriented development at stations along the corridor

## **Anticipated Tasks**

The following tasks are anticipated as being necessary to achieve the goals and objectives of the Project. These tasks align with the tasks proposed by the City in its grant application and are specified in the Restricted Grant Agreement. As part of the response to this RFP, Consultant may propose sub-tasks to these tasks and should include additional details, as appropriate, for the completion of the tasks and deliverables described herein. The City may consider an alternative arrangement of tasks, provided that the Respondent adequately describes why an alternative task list is appropriate and beneficial to the City and Project and provides details (e.g., a crosswalk/conversion table) documenting how the proposed tasks align with the tasks in the Restricted Grant Agreement so that the City may efficiently report on progress under the Grant and ensure timely reimbursement of expenses to the City.

### **Task 1: Existing Conditions**

Consultant shall gather existing conditions and background data to inform alignment, intersection conditions, station locations, station area plans, and ridership demand, including:

- Land use – existing and general plan buildout; right-of-way (current approved development)
- Population demographics and socioeconomic characteristics
- Employment characteristics – distribution and concentration of major employers
- Travel demand characteristics – commute and non-commute travel patterns, origin-destination factors
- Existing mobility landscape – transit service, bicycle, pedestrian, and trails plans, commuter programs, transportation demand management strategies
- Review prior studies and incorporate as applicable

<b>Task Deliverables</b>
Existing Conditions Report

**Task 2: Alignment and Station Locations**

Alignment and Station Locations

The 2009 study recommended a light rail alignment, and the City has been securing the required right-of-way (ROW) as development occurs. This task includes review of right-of-way and any applicable existing as-built drawings to evaluate alignment and additional right-of-way needs, including north of Elk Grove city limits to the existing Cosumnes River College LRT station. The City is not looking at relocating the route from the Big Horn/Bruceville corridors. Rather, the Consultant shall evaluate the alignment and recommend center- and/or side-running transit along the corridor, evaluate station locations based on current and future planned development, available ROW, and stakeholder and community input. Evaluate needs of traction power substations every mile as well as electrical connections and the ability to add to the system as needed. Consultant shall evaluate the need to relocate travel lanes and other infrastructure to accommodate the transit service, either along the roadway shoulder or as part of the roadway median.

Potential Infrastructure Improvements

At a high level for planning purposes, the Consultant shall determine potential infrastructure improvements necessary within the ROW. They shall identify the conceptual overall cross section of the ROW, inclusive of transit, vehicle, bike, and pedestrian facilities, at various points along the corridor and at station locations.

Consultant shall evaluate intersections along the corridor to determine necessary improvements, including transit signal priority (TSP) and potential at-grade crossings and overcrossings. Identify how transit service will interact with roadway intersections, including typical residential collector/primary residential conditions and major arterial intersections (e.g., Laguna Boulevard, Elk Grove Boulevard, Whitelock Parkway). For major intersections, prepare a qualitative analysis of options (e.g., at grade, grade separated) considering various factors including, but not limited to, cost to implement, impact on travel times to transit riders, and impacts to cross-traffic (increases in vehicle delay).

Consultant shall identify opportunities for other accompanying infrastructure improvements. Potential infrastructure improvements will include recommendations to improve safety for all road users, including people walking, biking, accessing transit, and driving.

<b>Task Deliverables</b>
Alignment and station location recommendations
Potential infrastructure improvement alternatives and recommendations

**Task 3: Technical Analysis and Modeling**

Traffic Analysis

As the local transportation system will be impacted due to a new light rail and/or BRT route, local conditions will be considered at all major intersections along the proposed alignment. Analysis shall include review of potential delay for crossing arms (or other at-grade design solutions) to control the intersection as a light rail vehicle moves through an intersection. Modeling for transit/traffic conditions at major intersections to ensure health and safety of the public when mixed modes are within the same area. Each light rail station shall be studied to determine the distance to the nearest traffic intersection/signal. Based on the distance between the station and intersection, the train entering and exiting the station may require the crossing arms to remain in the down position. Impacts to all modes of travel shall be considered/studied.

Travel Demand Management Recommendations

The study shall include best practices and suggestions to mitigate any multimodal conflicts or local roadway congestion created by establishing a light rail and/or BRT line.

## Ridership Projections

Utilizing the City's version of SACOG's travel demand model, EGSIM20 (version 20.2310 or newer as provided by the City), as well as City data and information from Tasks 1 and 2, develop ridership projections for the recommended alignment and station locations. Ridership projections will help evaluate the feasibility of light rail and bus rapid transit and compare them to the 'no build' option. Evaluating the 'no build' option will provide information about congestion projected in the future and implications related to greenhouse gas emissions and vehicle miles traveled. The information shall also be used to inform potential transit mitigation for the SR99 Comprehensive Multimodal Corridor Plan currently underway by Caltrans District 3.

<b>Task Deliverables</b>
Traffic analysis, including conditions at major intersections along the proposed alignment, health and safety analysis for mixed modes, and delays/impacts to all modes of travel based on alignment and station locations
Travel Demand Management recommendations to mitigate any local roadway congestion and multimodal conflicts
Ridership projections for light rail, bus rapid transit, and the 'no build' option

## **Task 4: Station Area Vision Plans**

### Station Area Vision Plans

The existing conditions analysis in Task 1 and station location recommendations in Task 2 shall be used to develop station area vision plans, including conceptual level station design, how stations interact with nearby land uses, bicycle, pedestrian, and vehicle access to stations, and station amenities. Plans shall be developed with transit-oriented development goals in mind and include recommended land use changes, as appropriate. Public engagement will be critical in co-creating station area plans that meet the needs of users, especially underserved communities.

### Park and Ride Needs Assessment

Utilizing ROW analysis, station locations, and ridership projections, determine where park and ride lots may be needed and how much parking should be included. Consider the addition of public EV chargers beyond minimum requirements to park and ride locations to further promote a reduction in GHG emissions.

<b>Task Deliverables</b>
Station area vision plans, including conceptual level station designs
Park and ride recommendations

## **Task 5: Public Outreach**

In addition to stakeholder engagement and input from an Advisory Committee (discussed in Task 6), public outreach and engagement will be key in developing the plan. The community shall be engaged early and often with a specific effort to engage disadvantaged and hard-to-reach populations. Outreach and engagement shall include both in-person and virtual formats and be flexible to any applicable public health orders or best practices. Meetings and materials shall be provided in multiple languages. The most common languages spoken in Elk Grove other than English are Spanish, Chinese, Tagalog, and Vietnamese. The City will be responsible for providing translated materials. The selected Consultant shall work to solve other barriers to participation, such as providing activities for children and designing family-friendly community meetings, locating events where residents already are, and holding meetings at various times of the day and on weekends. Any printed or digital materials prepared by the Consultant shall be coordinated with the City's Brand Guidelines and the City's internal multimedia and graphics team.

### Project Webpage

The City will host a project webpage with regular updates regarding the project and opportunities to provide public input and subscribe to updates. The selected Consultant shall provide initial content

recommendations for the website, as well as provide content updates at various points during the Project development. The City will post the content and otherwise manage the website.

### Community Survey

An online survey shall be developed to ask community members about their travel patterns, interest in and experience riding public transit, preference for light rail vs bus rapid transit, and their understanding of the impact of public transit on a variety of factors including reducing congestion and pollution and increasing community connectivity. Survey information shall be used to better understand potential ridership, attitudes about public transit, and messaging that would further public support for transit and understanding of climate change mitigation strategies.

Surveys will be available online, in multiple languages, and City staff will bring tablets to at least two community events to promote the survey and provide the opportunity to take it in real time. Hard copies will also be available and placed in select locations such as city hall, the library, and community centers. Consultant shall be responsible for drafting and finalizing the survey questions. Note, the City has two survey platforms that may be utilized for the Project, including Microsoft Forms and Polco.

### Community Workshops

The Consultant (with the City/SacRT) shall host a minimum of five community workshops, online and/or in person, to gather community input. Workshops shall be interactive with a variety of options to provide feedback including in small group discussions, marking up exhibits and boards, and anonymous comment cards. Workshops shall present light rail vs bus rapid transit trade-offs, alignment and station locations, and station area concepts for design feedback, co-creating station area plans in collaboration with the community. The implementation strategy shall also be presented so the community understands the planning and funding process and to garner support for the project as it moves forward to the next phase of development and funding.

Specific outreach shall be conducted to reach disadvantaged populations, including coordinating with local organizations and transit-dependent populations. Public noticing shall occur through mailers, the City newsletter, public websites, and social media, to garner maximum attendance. Public notices will be in English and Spanish. Spanish translators and sign language interpreters shall be present at workshops, as needed. The Consultant shall provide content and graphic layout for outreach materials. The City shall be responsible for translation, interpretation, and sending mailers.

### Pop-Up Events

The Consultant (with the City/SacRT) shall attend at least four existing community events to meet people where they are and gather feedback on the Project. Events may include farmers markets, local festivals, or other community events with attendance from targeted populations.

The pop-up events shall seek input on light rail vs bus rapid transit, alignment and station locations, and station area plans. There shall be interactive opportunities to provide input and new ideas, including on design boards and/or using tablets.

The input gathered shall be used in the selection of light rail vs bus rapid transit, the alignment and station locations, and in designing station area plans. Stations shall be designed with the community, to ensure they are well utilized and serve people in the community.

<b>Task Deliverables</b>
Community survey results
Community workshop materials, photos, and workshop summaries
Pop-up event summary reports

## **Task 6: Advisory Committee**

### Establish Advisory Committee

The City and SacRT will establish an advisory committee including representatives from the following, at a minimum:

- Caltrans
- Sacramento Area Council of Governments
- City of Sacramento
- County of Sacramento
- Sacramento Metropolitan Air Quality Management District
- City of Elk Grove Disability Advisory Committee
- Community organizations

Advisory Committee Meetings

The City and SacRT, with support from the Consultant, will facilitate advisory committee meetings at least quarterly to guide the planning process. A meeting shall occur at project kick-off. Quarterly meetings will be focused on interim findings to gather input. A final meeting will review the draft plan for feedback. Meetings will be interactive with opportunities for input from all participants.

<b>Task Deliverables</b>
Advisory committee meeting agendas
Advisory committee meeting minutes and list of attendees

**Task 7: Implementation and Funding Strategy**

Identify Costs and Development Phases

The Consultant shall identify projected capital and operational costs for light rail and BRT, including implementation timeline and phases for development.

Cost/Benefit Analysis

The Consultant shall analyze the potential costs (including capital, operations, and maintenance) and benefits of implementing light rail and/or bus rapid transit.

Identify Potential Funding Sources

The Consultant shall review and identify potential funding sources for future implementation of the Project including up-front or long-term grants, loans, farebox revenue, allocations of local, regional, state, federal or private funds or innovative financing mechanisms that are proposed to be made available for achieving project goals. Consultant shall develop a financial model for the preferred implementation strategy and identify gaps for capital, operations, and maintenance.

<b>Task Deliverables</b>
Summary of costs, development phases, and implementation timeline
Cost/benefit analysis
List of potential funding sources and preferred funding strategy

**Task 8: Draft and Final Plan**

Draft Blue Line/Bus Rapid Transit to Elk Grove Implementation Plan

Based on feedback from community engagement, the advisory committee, existing conditions, extensive analysis, and other data, the Consultant shall develop a draft plan to include all tasks to date. The plan shall include recommendations for the alignment, light rail vs BRT feasibility, infrastructure improvements and intersection treatments, station locations and amenities, ridership projections, community engagement summaries, and an implementation and funding strategy.

City and SacRT Review and Comment

City and SacRT staff will review and comment on the draft plan and discuss feedback with the consultant. Consultant shall revise before the draft is circulated for advisory committee and public comment.

Advisory Committee Meeting

Consultant shall solicit feedback from the Advisory Committee, respond to questions and resolve any critical concerns.

Public Outreach

The Consultant shall prepare and, with the City, issue the draft plan for public review and comment.

Final Blue Line/Bus Rapid Transit to Elk Grove Implementation Plan

The Consultant shall incorporate revisions based on comments received from the advisory committee and the community, implementing the comments as directed by the City, and finalize the plan.

City Council Approval

The Consultant shall assist the City with presentation of the Final Plan to Elk Grove City Council for approval.

<b>Task Deliverables</b>
Draft Plan incorporating all prior tasks
Public and Advisory Committee comments
Final Plan that includes a summary of next steps towards implementation, credits Caltrans on the cover or title page, submitted to Caltrans in an ADA accessible electronic copy
Elk Grove City Council Agenda
Elk Grove City Council presentation materials
Elk Grove City Council meeting minutes indicating Board adoption

**(See next page for Attachments)**

## ATTACHMENTS

### **Attachment A: Evaluation and Selection Criteria**

The City shall appoint an evaluation team to review the RFP proposals. Each member of the team shall be provided with copies of the proposals and will evaluate the proposals based on the criteria in the table below.

<b>WRITTEN PROPOSAL</b>		
<b>Category</b>	<b>Description</b>	<b>Maximum Points</b>
Project Approach and Draft Work Plan	Comprehensive understanding of the Project, identifying critical issues with corresponding solutions and thorough understanding of the delivery process tied to a detailed Project schedule. Work Plan that includes assignment, understanding, and organization of tasks, understanding of interrelationship of critical tasks, appropriate level of effort for each task, and deliverables.	20
Project Team	Project Manager with a proven history of successful delivery for Projects of similar size/complexity, will be directly involved for the full duration of the Project, highly organized, an effective communicator, responsive and collaborative, will ensure a thorough Quality Control process is delivered and willing to explore innovative strategies. Other design team members with appropriate levels of skills, knowledge, and experience. The ideal team will have successfully accomplished other Projects of similar nature in recent years.	15
Related Project Experience	Evidence of successful completion of Projects with similar scope and complexity within the past 5 years, preferably with Caltrans District 3 funded projects. The ideal team will demonstrate their experience on Projects of a similar nature for public agencies (including Elk Grove).	15
Schedule of Services	Evidence of detailed draft schedule of services, in requested format with cost estimates and expected hours, with task detail based on the draft work plan with appropriate relationships and time durations that are reasonably accurate and achievable. Reasonableness and competitiveness of the rates and fees proposed; adequacy of data in support of figures quoted, basis on which rates and fees are quoted.	10
References	Project Manager service, adherence to schedule, design services and quality of the final product.	10
<b>INTERVIEW (if applicable)</b>		
Presentation by Project Manager	Project understanding, communication abilities, critical issues, innovation and solutions.	10
Presentation by Project Team	Experience, roles and responsibilities, communication and coordination between team members, agencies, and City.	10
Questions & Answers	Response to panel's questions.	10

### **Review and Selection Process**

Staff will evaluate the merits of the proposals received in accordance with the evaluation factors stated in this RFP and formulate a recommendation. For each evaluation criteria, proposals will be evaluated on their relative strengths, deficiencies, and weaknesses. **As part of the review and selection process, in-person or virtual interviews may be requested to provide further clarification on proposal submittals.**

# CITY OF ELK GROVE



## CONSULTANT CONTRACT FOR

**Consultant's Name**

**Project**



## CONTRACT FOR SERVICES

THIS CONTRACT is made on \_\_\_\_\_, 20\_\_\_\_, by and between City of Elk Grove, a municipal corporation (the “City”) and \_\_\_\_\_ (the “Consultant”), collectively referred to as the “Parties.”

### WITNESSETH

WHEREAS, Consultant has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein by this reference as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

### **1. SCOPE OF SERVICES**

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Work. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

### **2. TERM OF CONTRACT**

A. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate at 11:59 p.m. on \_\_\_\_\_, unless earlier terminated pursuant to Section 11 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to modify the Scope of Work and/or extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Consultant prior to the initial termination or any extended termination date.

### **3. SCHEDULE FOR PERFORMANCE**

City and Consultant agree that time is of the essence and Consultant agrees that services shall be undertaken and completed in accordance with the schedule of performance (the “Schedule of Performance”), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of City

City of Elk Grove  
**Consultant's Name**  
Re:



Manager, or his/her authorized representative. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

**4. COMPENSATION**

A. Consultant shall be paid monthly as set forth in **Exhibit C**, "Compensation and Method of Payment," attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, but in no event shall total compensation under this Contract exceed **(\$00.00)**, without City's prior written approval. Said amount shall be paid upon submittal of a monthly invoice showing completion of the tasks that month, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

B. If Consultant's performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

C. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11.

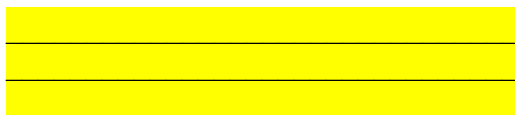
**5. NOTICES**

A. Consultant shall transmit invoices and any notices to City, with copy (excepting invoices) to City Attorney, as follows:

City of Elk Grove  
Attn: Finance Department  
8401 Laguna Palms Way  
Elk Grove, California 95758

City of Elk Grove  
Attn: City Attorney's Office  
8401 Laguna Palms Way  
Elk Grove, California 95758

B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Consultant as follows:



**6. PROFESSIONAL SERVICES**

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential



or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to City whether perceived or actual.

## **7. INDEPENDENT CONTRACTOR**

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor, and that no relationship of employer-employee exists between the Parties hereto.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third-party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

## **8. AUTHORITY OF CONSULTANT**

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

## **9. CONFLICT OF INTEREST**

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.



## **10. AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

## **11. TERMINATION**

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 11C. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

## **12. FUNDING**

Consultant agrees and understands that renewal of this Contract in subsequent years is contingent upon action by City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.

## **13. NOTICE TO PROCEED**

Prior to commencing work under this Contract, Consultant shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.



#### **14. EXTENSIONS OF TIME**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

#### **15. PROPERTY OF CITY**

A. It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

#### **16. COMPLIANCE WITH LAW**

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

#### **17. REPRESENTATIONS**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.



C. Consultant shall designate a project manager who at all times shall represent Consultant before City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards, and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

## **18. APPROVAL OF STAFF MEMBERS**

A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

## **19. ASSIGNMENT AND SUBCONTRACTING**

A. Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

## **20. MATERIALS CONFIDENTIAL**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.



## 21. LIABILITY OF CONSULTANT—NEGLIGENCE

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

## 22. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Consultant shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless City to the same extent as Consultant. Consultant's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.

## 23. EVIDENCE OF INSURANCE COVERAGE

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

**INSERT INSURANCE SUMMARY**



Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as **Exhibit E**.

#### **24. EVIDENCE OF INSURANCE COMPLIANCE**

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor (“Processor”) to accept and process Consultant’s proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

#### **25. EMPLOYMENT PRACTICES**

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

#### **26. UNAUTHORIZED ALIENS**

Consultant hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by City in connection therewith.

#### **27. LICENSES, PERMITS, AND OTHER APPROVALS**

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

#### **28. RECORDS AND INSPECTION**

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.





## 29. MISCELLANEOUS PROVISIONS

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third-Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of City and Consultant that any such person or entity, other than City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.



K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may pursue available legal and equitable remedies against the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

**30. ENTIRE AGREEMENT**

This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by the Parties as follows:

Approved to as form:

**CONSULTANT**

By: \_\_\_\_\_  
Attorney for Consultant

By: \_\_\_\_\_  
**Name, Title**

Approved as to form:

**CITY OF ELK GROVE**

By: \_\_\_\_\_  
Jonathan P. Hobbs, City Attorney

By: \_\_\_\_\_  
Jason Behrmann, City Manager

City of Elk Grove  
**Consultant's Name**  
Re:



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Attest to:

By: \_\_\_\_\_  
Jason Lindgren, City Clerk

Dated: \_\_\_\_\_

City of Elk Grove  
**Consultant's Name**  
Re:



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**EXHIBIT A**  
**Scope of Work**

City of Elk Grove  
**Consultant's Name**  
Re:



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**EXHIBIT B**

**Schedule of Performance**

City of Elk Grove  
**Consultant's Name**  
Re:



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**EXHIBIT C**

**Compensation and Method of Payment**

Under no circumstances shall the aggregate amount paid under this Contract exceed the amount specified in Section 4A above and if the Contract is approved by the City Manager, all compensation paid to Consultant each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.

City of Elk Grove  
**Consultant's Name**  
Re:



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**EXHIBIT D**  
**Insurance Requirements**



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**EXHIBIT E**

**Certificate of Compliance With Labor Code § 3700, Release and Indemnification**

The undersigned, on behalf of and as the duly certified representative of Consultant, certifies as follows:

1. Consultant is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
2. Should Consultant fail to secure Workers' Compensation coverage as required by the State of California, Consultant shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Consultant's successors, heirs and assigns.

CONSULTANT

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Sustainable Communities Grants  
(State-SB 1)  
Restricted Grant Agreement**

This Restricted Grant Agreement (RGA), between State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **City of Elk Grove**, hereinafter referred to as **AGENCY**, will commence on **January 2, 2024**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt by **AGENCY** of Notice to Proceed by **CALTRANS** Contract Manager. This RGA shall expire on **April 30, 2026**.

**Attachments:**

The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

- I. **AGENCY** Resolution
- II. Scope of Work and Project Cost and Schedule
- III. Grant Application Guide

**Recitals**

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions, the parties agree as follows:

**Section I**

**AGENCY Responsibility:**

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

**Section II**

**CALTRANS Responsibility:**

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

**Section III**

**Parties' Mutual Responsibilities:**

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, and **AGENCY** will conduct transportation studies and planning within the project area described in **Attachment II**. The funds subject to this RGA must be (a) identified as available for a restricted grant in **CALTRANS**' budget and (b) for the purpose

of conducting transportation studies or planning and (c) to a **public** entity that is responsible for conducting transportation studies or planning.

2. Details of the Grant Program, Funds, Project, and Program Guidelines and the governing State and Federal law are fully described in **Attachment III** which is attached to and made a part of this RGA.
3. Under this restricted grant, funds may be only used for the purpose set forth in this RGA, Resolution (**Attachment I**), Scope of Work and Project Cost and Schedule (**Attachment II**), and the applicable Grant Application Guide (**Attachment III**), and funds may only be used for costs and expenses that are directly related to such purpose.
4. **AGENCY** shall perform all the duties and obligations described in the **Blue Line/Bus Rapid Transit to Elk Grove Implementation Plan**, hereinafter "Project", subject to the terms and conditions of this RGA and the Approved Project Grant Application (Scope of Work and Project Cost and Schedule), which are attached hereto as **Attachment II**.
5. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
6. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with California Senate Bill No. 1 (SB-1) (Chapter 5, Statutes of 2017), also known as the Road Repair and Accountability Act of 2017, including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the applicable Grant Application Guide (**Attachment III**).

California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive State and Federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable State and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

In case of conflict between any applicable Federal, State, and Local laws, regulations, and ordinances, and/or any applicable policies, procedures, or published manuals of either **CALTRANS** or **AGENCY**, the order of precedence of the applicability of same to this RGA shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) **CALTRANS** policies, procedures, and published manuals; 4) Local ordinances; and 5) **AGENCY** policies, procedures, and published manuals. This RGA may not include any Federal funds.

7. Project funding is as follows:

Fund Source: STATE	Fund Source: AGENCY				Total Project Cost
Road Maintenance and Rehabilitation Account (RMRA) State (SB 1) Grant Funds	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	

\$470,000.00	\$60,894.00	\$0.00	\$60,894.00	11.47%	\$530,894.00
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No in-kind contributions may be made unless the amount and type of the contribution is identified above.

8. This RGA is exempt from legal review and approval by the Department of General Services (DGS), pursuant to applicable law.

**9. Notification of Parties**

- a. **AGENCY's** Project Manager for Project is Kaley Lyons, [klyons@elkgrovecity.org](mailto:klyons@elkgrovecity.org), (916) 478-2227.
- b. **AGENCY's** Financial Manager for the Project is Matthew Paulin, [mpaulin@elkgrovecity.org](mailto:mpaulin@elkgrovecity.org).
- c. **CALTRANS'** Contract Manager is Mona Elbadawy, [mona.elbadawy@dot.ca.gov](mailto:mona.elbadawy@dot.ca.gov), (530) 821-8258, "Contract Manager" as used herein includes his/her designee.
- d. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

**City of Elk Grove**

Attention: Kaley Lyons, Project Manager  
 8401 Laguna Palms Way  
 Elk Grove, CA 95758

**California Department of Transportation**

District 1/Transportation and Regional Planning  
 Attention: Mona Elbadawy, Contract Manager  
 703 B Street  
 Marysville, CA 95901

**10. Period of Performance**

- a. Reimbursable work under this RGA shall begin no earlier than on **January 2, 2024**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on **April 30, 2026**.
- b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by **CALTRANS** Contract Manager.

**11. Changes in Terms/Amendments**

This Agreement may only be amended or modified during the period of performance by mutual written agreement of the parties. Any proposed modification to this agreement that requires a formal amendment must be submitted by AGENCY to CALTRANS no less than 90 days prior to the expiration of this RGA.

**12. Cost Limitation**

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$470,00.00**.
- b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered in accordance with the provisions of this

RGA and as authorized by **CALTRANS** Contract Manager at or below that fund limitation established herein.

### 13. Termination

- a. If the applicable law and the Grant Program guidelines provide for such termination, **CALTRANS** reserves the right to terminate this RGA for any or no reason upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with **PROJECT** work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.
- b. This RGA may be terminated by either party for any or no reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.
- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for **PROJECT** costs in accordance to the terms of this RGA. Failure to submit accurate invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

### 14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA and do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS** or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

### 15. Payment and Invoicing

**AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

- a. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Project Work. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and, including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Paragraph 18c**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Paragraph 12a**. Actual

costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.  
Also see website for summary of travel reimbursement rules.
- d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears for completion of milestones in accordance with the Project Cost and Schedule in **Attachment II** to the satisfaction of the **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the **CALTRANS** Contract Manager at the following address, as stated in **Section III–Notification of Parties, Item 9c**. One-time lump sum invoices for the grant amount is not allowed.
- e. Invoices shall include the following information:
  - 1) Names of the **AGENCY** personnel performing work
  - 2) Dates and times of Project Work
  - 3) Locations of Project Work
  - 4) Itemized costs as set forth in **Attachment II**, including identification of each employee, contractor, or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient, or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient, and subcontractor invoices.
- f. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III–Termination, Paragraph 13**.
- g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
- h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has 60 days after that Expiration Date to make final allowable payments to Project contractors or vendors and submit the Project's Final Product(s) as defined in **Attachment II** and a final accurate invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.

## 16. Local Match Funds

- a. **AGENCY** shall contribute not less than its specified local match amount toward the services described herein by the grant expiration date identified in Paragraph 1 of this RGA. **AGENCY** can provide less than their percentage local match contribution in each invoice submittal, but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7**, with the final invoice.
- b. If Agency fails to provide the contractual local match identified in **Section III, Paragraph 7**, it is grounds for contract termination as identified in **Section III, Paragraph 13**.

## 17. Quarterly Progress Reporting

**AGENCY** shall submit written progress reports to **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

## 18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project costs and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to the extent applicable.
- c. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified the estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>.
- d. **AGENCY** agrees and shall require that all its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety.

## 19. Repayment of Unallowable Costs

Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

## 20. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

## 21. Indemnification

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors, under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless, **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

## 22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, contractors, subrecipients, and subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and contractors, sub-recipients, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the

nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the RGA.

### 23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors, and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the Federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

### 24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the



**CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.

- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.
- c. Voluntary Resolution: Reference to Other Means of Resolution. In recognition of the government-to-government relationship of the **AGENCY** and **CALTRANS**, the parties shall make their best efforts to resolve disputes that occur under this RGA by good faith negotiations whenever possible. Therefore, without prejudice to the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the parties hereby establish a threshold requirement that disputes between the **AGENCY** and **CALTRANS** first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this RGA, as follows:
  - 1) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.
  - 2) The parties shall meet and confer in a good faith attempt to resolve the dispute through negotiation not later than 10 days after receipt of the notice, unless both parties agree in writing to an extension of time.
  - 3) If the dispute is not resolved to the satisfaction of the parties within 30 working days after the first meeting, then either party may seek to have the dispute resolved by alternative dispute resolution methods, including, but not limited to, non-binding arbitration, mediation, or the use of a technical advisor.
  - 4) Disagreements that are not otherwise resolved by mutually acceptable means as provided herein may be resolved in the Superior Court of the State of California located within the same county where a Project is located. The disputes to be submitted to the court include claims of breach or violation of this RGA. This RGA shall be interpreted under the laws of the State of California without regard to any conflict of laws' provisions. In no event may **AGENCY** be precluded from pursuing any arbitration or judicial award or remedy against **CALTRANS** on the grounds that **AGENCY** has failed to exhaust its state administrative remedies. The parties agree that, except in the case of imminent threat to public health or safety, reasonable efforts will be made to explore alternative dispute resolution avenues prior to initiating judicial proceedings.

## 25. Third-Party Contracts

- a. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY**'s laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services.

Resources for Third Party Contracts, which are not inconsistent with this **Paragraph 25, Third Party Contracts**:

- 1) Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code)
- 2) State Contracting Manual (SCM), Chapter 5
- 3) Local Assistance Procedures Manual (LAPM)Chapter 10

- b. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** subrecipients, contractors, and subcontractors. Copies of all agreements with subrecipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.
- c. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- d. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Paragraph 15(e)(4), above**.
- e. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors will be allowable as **PROJECT** costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Paragraph 15c, above**.

## 26. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all the following:

- 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, as required by Government Code Section 8355(a)(1).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or 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. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
  - 1) Will receive a copy of the company's Drug-Free Policy Statement; and
  - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future State contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

## 27. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

## 28. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
  - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
  - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
  - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
  - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
  - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
  - 6) Notify **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
  - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

## 29. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this RGA, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards

include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

### 30. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

### 31. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

### 32. Project Close Out/Final Product

- a. **AGENCY** will provide an electronic version, preferable ADA accessible, of the Final Product(s) to the **CALTRANS** Contract Manager.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.

### 33. Ownership of Proprietary Property

#### a. Definitions

- 1) **Work**: The work to be directly or indirectly produced by **AGENCY** under this RGA.
- 2) **Work Product**: All deliverables created or produced from **Work** under this RGA, including but not limited to, all **Work** and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this RGA and during a period of six (6) months after the termination thereof, which relates to the **Work** commissioned or performed under this RGA. "**Work Product**" includes all deliverables, inventions, innovations, improvements, or other works of authorship **AGENCY**, its subrecipients, a third-party contractor or subcontractor may conceive of or develop in the course of this RGA, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
- 3) **Inventions**: Any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor, and/or subrecipient, and/or the **AGENCY's**

contractor, subcontractor, and/or subrecipient's employees with one (1) or more employees of **CALTRANS**, during the term of this RGA and in performance of any Work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of **Work** issued under this RGA.

b. **Ownership of Work Product and Rights**

- 1) **Copyright Ownership of Work Product:** Except in regard to Pre-existing Works, all **Work Product** derived by the **Work** performed by the **AGENCY**, its employees, or by any of the **AGENCY's** contractor's, subcontractor's, and/or subrecipient's employees under this RGA, shall be owned by **CALTRANS** and **AGENCY** and shall be considered to be works made for hire by the **AGENCY** and **AGENCY's** contractor, subcontractor, and/or subrecipient for **CALTRANS** and **AGENCY**. **CALTRANS** and **AGENCY** shall own all United States and international copyrights in the **Work Product**.

As such, all **Work Product** shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation and **AGENCY**. All Rights Reserved." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation and **AGENCY**. All Rights Reserved.

- 2) **Vesting of Copyright Ownership:** **AGENCY**, its employees, and all of **AGENCY's** contractor's, subcontractor's, and subrecipient's employees, agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to **CALTRANS** and **AGENCY**, its successors, and assigns, ownership of all United States and international copyrights in each and every **Work Product**, insofar as any such **Work Product**, by operation of law, may not be considered work made for hire by the **AGENCY's** contractor, subcontractor, and/or subrecipient from **CALTRANS**. From time to time, **CALTRANS** and the **AGENCY** shall require its contractors, subcontractors, and/or subrecipients and their respective employees to confirm such assignments by execution and delivery of such assignments, confirmations, or assignment, or other written instruments as **CALTRANS** and the **AGENCY** may request. **CALTRANS** and the **AGENCY**, its successors, and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for **Work Product**. **AGENCY** shall require contractors, including subcontractors, to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the **Work**.

c. **Inventions**

- 1) **Vesting of Patent Ownership:** **AGENCY** agrees to require subrecipients, contractors, subcontractors, and their respective employees, to assign to **CALTRANS** and **AGENCY**, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent ownership rights and the right to claim all rights or priority there under, and the same shall become and remain **CALTRANS'** property regardless of whether such protection is sought. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall promptly make a complete written disclosure to **CALTRANS** of each Invention not otherwise clearly disclosed to **CALTRANS** in the pertinent **Work Product**, specifically pointing out features or concepts that the **AGENCY**, its employees, and/or **AGENCY's** contractor, subcontractor, and/or subrecipient believes to be new or different. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall, upon **CALTRANS** and **AGENCY's** request and at **CALTRANS** and **AGENCY's** expense, cause patent applications to be filed thereon,

through solicitors designated by **CALTRANS** and **AGENCY**, and shall sign all such applications over to **CALTRANS** and **AGENCY**, its successors, and assigns. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall give **CALTRANS** and **AGENCY** and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as **CALTRANS** and **AGENCY** may consider necessary or appropriate to carry out the intent on this RGA.

- 2) **Agency:** In the event that **CALTRANS** and **AGENCY** are unable for any reason whatsoever to secure the **AGENCY's**, its employees', and/or **AGENCY's** contractor's, subcontractor's, and/or subrecipient's, signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient hereby irrevocably designates and appoints **CALTRANS** and **AGENCY** and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on **AGENCY**, its employees, and **AGENCY's** contractor's, subcontractor's, and subrecipient's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks, or patents thereon with the same legal force and effect as if executed by **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient. **CALTRANS** and **AGENCY** shall have no obligations to file any copyright, trademark, or patent applications.

d. **Additional Provisions**

- 1) **Avoidance of infringement:** In performing services under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- 2) **Pre-existing Works and License:** **AGENCY** agrees to require contractors, subcontractors, and subrecipients to acknowledge that all **Work Product** shall be the sole and exclusive property of **CALTRANS** and **AGENCY**, except that any **Pre-existing Works** created by **AGENCY** and third parties outside of the RGA but utilized in connection with the RGA (the "**Pre-existing Works**") shall continue to be owned by **AGENCY** or such parties. **AGENCY** agrees to notify **CALTRANS** in writing of any **Pre-existing Works** used in connection with any **Work Product** produced under this RGA and hereby grants to **CALTRANS** a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the **Pre-existing Works** in connection with the **Work Product**.
- 3) **Contractors, Subcontractors, and Subrecipients:** Through contract with its subrecipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's** Contractor/Subcontractor/Subrecipient") providing services under this RGA to conform to the provisions of this Exhibit. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any Work under this

RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify the Department in writing.

e. **Ownership of Data**

- 1) Upon completion of all **Work** under this RGA, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this RGA will automatically be vested in **CALTRANS** and **AGENCY** and no further agreement will be necessary to transfer ownership to **CALTRANS** and **AGENCY**. The **AGENCY**, its contractors, subcontractors, and subrecipients, shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the Project for which this RGA has been entered into.
- 3) **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine-readable information and data provided by **AGENCY**, its contractors, subcontractors, and subrecipients, under this RGA; further, **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities, or losses arising out of, or connected with, any use by **CALTRANS** of the Project documentation on other projects, for additions to this Project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by **AGENCY**, its contractors, subcontractors, and subrecipients.
- 4) Any sub-agreement in excess of \$25,000.00 entered into as a result of this RGA shall contain all of the provisions of this clause.

**34. Electronic Signatures**

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

**35. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**Section IV**

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**CITY OF ELK GROVE**

By: *Robert Carothers*

By: *Jonathan Hobbs*  
Jonathan Hobbs (Dec 21, 2023 15:50 PST)

Printed Name: Robert Carothers

Printed Name: Jonathan Hobbs

Title: Contract Officer

Title: City Attorney (Approved as to Form)

Date: 02/12/2024

Date: 12/21/2023

By: *Jason Behrmann*  
Jason Behrmann (Dec 21, 2023 16:39 PST)

Printed Name: Jason Behrmann

Title: City Manager

Date: 12/21/2023

By: *Jason Ralf Lindgren*

Printed Name: Jason Lindgren

Title: City Clerk

Date: 01/04/2024



**RESOLUTION NO. 2023-240**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH  
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE BLUE  
LINE/BUS RAPID TRANSIT TO ELK GROVE IMPLEMENTATION PLAN  
AND AMEND THE FISCAL YEAR 2023-24 BUDGET TO APPROPRIATE GRANT  
FUNDS UP TO THE AMOUNT OF \$470,000 (CEQA EXEMPT)**

**WHEREAS**, the City of Elk Grove (City) is eligible to receive federal and/or state funding for certain transportation related work through the California Department of Transportation (“CalTrans”); and

**WHEREAS**, on August 31, 2023, the City received notice of a conditional Sustainable Transportation Planning Grant (the “Grant”) award in the amount of \$470,000 from CalTrans for the Blue Line/Bus Rapid Transit to Elk Grove Implementation Plan (the “Plan”), with a local match obligation, all as set forth in the conditional Grant Award; and

**WHEREAS**, receipt of the Grant is subject to execution of an appropriate grant agreement and other related documents between the City and CalTrans; and

**WHEREAS**, the City of Elk Grove City Council wishes to delegate authorization to the City Manager to execute the grant agreement, any amendments thereto, and any related documents; and

**WHEREAS**, execution of the grant agreement does not constitute the approval of a project under the California Environmental Quality Act (CEQA), and development of the Plan is exempt from CEQA pursuant to State CEQA Guidelines Section 15162, which provides an exemption for feasibility and planning studies for possible future action.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove hereby authorizes the City Manager to:

1. Execute a grant agreement with the California Department of Transportation (Caltrans) for the Sustainable Transportation Planning Grant (Grant) for the Blue Line/Bus Rapid Transit to Elk Grove Implementation Plan (Plan), including related actions; and
2. Amend Strategic Planning & Innovation’s revenue and expense budget, within the Strategic Planning Grants Fund (Fund 247), equal to the amount received and expended each fiscal year until the total Grant award has been received and expended.

**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 11<sup>th</sup> day of October 2023



BOBBIE SINGH-ALLEN, MAYOR of the  
CITY OF ELK GROVE

APPROVED AS TO FORM:



JONATHAN P. HOBBS,  
CITY ATTORNEY

ATTEST:



JASON LINDGREN, CITY CLERK

**CERTIFICATION**  
**ELK GROVE CITY COUNCIL RESOLUTION NO. 2023-240**

**STATE OF CALIFORNIA            )**  
**COUNTY OF SACRAMENTO        )        ss**  
**CITY OF ELK GROVE             )**

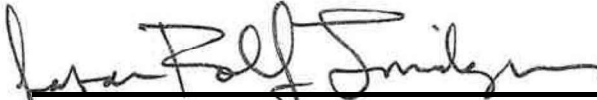
***I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on October 11, 2023 by the following vote:***

**AYES:            COUNCILMEMBERS:        *Singh-Allen, Spease, Brewer, Suen***

**NOES:           COUNCILMEMBERS:        *None***

**ABSTAIN:       COUNCILMEMBERS:        *None***

**ABSENT:        COUNCILMEMBERS:        *Robles***

  
\_\_\_\_\_  
**Jason Lindgren, City Clerk**  
**City of Elk Grove, California**

# SCOPE OF WORK

Project Information	
<b>Grant Category</b>	<b>Sustainable Communities Competitive</b>
<b>Grant Fiscal Year</b>	<b>FY 2023-24</b>
<b>Project Title</b>	<b>Blue Line/Bus Rapid Transit to Elk Grove Implementation Plan</b>
<b>Organization</b> (Legal name)	<b>City of Elk Grove</b>

## Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

## Introduction

The City of Elk Grove is located approximately 14 miles south of the state capitol with a population of 176,124 (2020 Census), the second most populous city in the Sacramento region. Since it was incorporated as a City in 2000, it has grown quickly in population and is racially diverse. According to 2020 Census estimates, the City is a majority minority community with the racial and ethnic make-up approximately 34% Asian; 33% white; 19% Latino; 10% Black; and 14% multi-race (non-Latino). According to SACOG's Project Performance Assessment Report (Attachment 7), 73% of the population within a half-mile of the proposed alignment is living in an Environmental Justice community. SACOG's Environmental Justice communities in Elk Grove are shown in Attachment 5 and CalEnviroScreen is shown in Attachment 6. Jobs and housing are expected to increase significantly along the corridor, almost doubling between 2016 and 2040, according to SACOG.

The City of Elk Grove continues to experience exponential growth, including housing, commercial, and industrial uses. Current projects include:

- Wilton Rancheria, a federal recognized Native American tribe, recently opened a casino at the southern end of Elk Grove, with plans to expand to include a hotel and entertainment venue.
- The City is working with the Sacramento Zoological Society to locate a new zoo in Elk Grove, just west of the new casino development.
- Kammerer Road Urban Design Study, within the Southeast Policy Area, is developing plans for a livable employment area near the new zoo with medium to high-density housing and mixed uses.
- Project Elevate, an ambitious project on a centrally located city-owned 20-acre parcel to be developed as a mixed-use project including retail, dining, entertainment, office, residential, and a hotel.
- A new Amtrak station is scheduled to open in late 2026, connecting Elk Grove to the Bay Area and the Central Valley, as well as north to Sacramento.
- Several higher density residential developments than constructed in the past.

With significant new development throughout the City, it is crucial to improve access to the regional transit system for residents and visitors alike. Within the City's General Plan, there is

potential to double the number of residential units and increase employment from about 45,000 jobs to about 127,000 jobs. The south study area accounts for approximately 33% of the growth in residential units and 37% of the growth in jobs.

Until 2021, the City operated its own bus system, E-Tran, but annexed into the Sacramento Regional Transit District (SacRT) system to reap the benefits of better integration with the regional transit provider and streamline transit delivery in the region. The City is currently served by local and commuter bus routes operated by SacRT, shown in Attachment 3. Local routes typically operate at 30-minute headways, Monday-Friday, and hourly on Saturdays with no Sunday or holiday service. Commuter routes typically operate two morning and two evening runs Monday-Friday with no weekend service. The current level of transit service discourages ridership because it is infrequent and missed runs garner long wait times. First and last mile connections are also needed from residential neighborhoods.

The Blue Line/Bus Rapid Transit to Elk Grove Implementation Plan (Project) will build upon the 2009 Fixed Transit Alignment Study for Corridor Preservation and the 2016 conceptual layout for one segment of the potential alignment. The 2009 study was completed to determine the right of way necessary for future light rail amid a fast-growing community. The proposed alignment, shown in Attachments 1 & 2, brings light rail south from the Cosumnes River College station through Elk Grove to the southern edge of the city where significant growth is anticipated. The 2009 study provides a basis for the alignment, but existing land use and policy requirements have changed and further technical analysis, modeling, conceptual design, and community input are needed to bring the extension closer to implementation. The 2016 effort developed a general cross section for one of the segments based on SacRT standards for station and track spacing.

Additionally, in 2019 while Elk Grove ran its own bus system, the City worked with a consultant to develop a bus rapid transit study focused on making improvements to the existing Route 110 which runs along the Big Horn Blvd corridor, similar to the proposed light rail alignment. Short-term and long-term BRT elements were analyzed and while all improvements projected an increase in ridership, only the long-term improvements met the Comprehensive Operational Analysis performance targets set for implementation, without further development. Bus service has since been annexed into the SacRT system and the BRT concept will be re-evaluated, in more detail, through this project. The additional time allows for alignment of transit investment with increased transit demand through increased density and mix of land uses, especially in the southern part of the City.

This project will develop a stronger link between current and future land use and planning for regional fixed transit. With both light rail (LRT) and bus rapid transit (BRT) still under consideration, this project will conduct a feasibility analysis to determine if LRT or BRT should move forward, or if BRT should come first, followed by LRT as demand increases. The project will include ridership projections, develop final recommendations for the alignment and station locations, develop station area plans, include extensive community outreach, and establish an implementation and funding strategy. The project will include the segment from the existing Cosumnes River College light rail station (current end of the line) to Elk Grove city limits. Much of this segment has reserved ROW for a future extension and the segment will be evaluated as part of the process.

The Project will contain conceptual design only and will not exceed more than 30% design or conceptual drawings. It is the City's intent that once this plan is complete, it will lead to implementation and development. The City will be the Lead Agency, with the Sacramento Regional Transit District (SacRT) as sub-applicant, in cooperation with the Sacramento Area Council of Governments (SACOG), City of Sacramento, County of Sacramento, and the California Department of Transportation (Caltrans).

The scope of work below reflects the anticipated process and deliverables for the Project.

## Project Stakeholders

The City of Elk Grove and SacRT, with the assistance of a consulting firm, will perform the Blue Line/Bus Rapid Transit to Elk Grove Implementation Plan. The consultant will be responsible for the existing conditions, technical analysis and modeling, support during public outreach efforts, implementation strategy, and the draft and final plan.

Project stakeholders will include, at a minimum:

- Sacramento Area Council of Governments
- Sacramento County
- City of Sacramento
- Caltrans
- Sacramento Metropolitan Air Quality Management District
- San Joaquin Joint Powers Authority/San Joaquin Regional Rail Commission
- City of Elk Grove Disability Advisory Committee
- Elk Grove Unified School District
- Cosumnes River College
- Wilton Rancheria Tribe
- Sacramento Zoological Society
- Sacramento Metro Advocates for Rail and Transit (SMART)
- SacMoves Coalition
- Sacramento Area Bicycle Advocates
- CivicThread (formerly WalkSacramento)
- Local developers and property owners

## Overall Project Objectives

- **Sustainability:** Promote sustainability by promoting reliable and efficient mobility for people that reduces greenhouse gas emissions and vehicle miles traveled
- **Accessibility:** Increase accessibility to the regional transportation system for all, including seniors and people with disabilities
- **Health:** Reduce exposure to pollution and greenhouse gas emissions by providing safe and efficient alternatives. Improve safety by decreasing vehicles on the road.
- **Social Equity:** Prioritize the needs of underserved communities and encourage meaningful public engagement in the transportation decision-making process
- Cultivate trusted relationships with underserved communities
- Reduce greenhouse gas emissions to help meet the State's mandated greenhouse gas reduction of 40% below 1990 levels by 2030
- Reduce traffic congestion
- Reduce vehicle miles traveled
- Reduce transportation costs for households
- Increase safety
- Spur economic development through transit-oriented development at stations along the corridor

## Summary of Project Tasks

Project Management activities are identified within the task they will occur.

### Task 01: Project Administration

The City of Elk Grove will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the City of Elk Grove. Activities within this task include:

Project Kick-Off Meeting

The City of Elk Grove and SacRT will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. Meeting summary will be documented.

Invoicing

Submit complete invoice packages to Caltrans district staff based on milestone completion at least quarterly, but no more frequently than monthly.

Quarterly Reports

Submit quarterly reports to Caltrans district staff providing a summary of project progress and grant/local match expenditures.

Task Deliverables
Kick-off meeting with Caltrans - Meeting Notes
Invoice packages
Quarterly progress reports

**Task 02: Consultant Procurement**

RFP for Consultant Services

The City of Elk Grove, in partnership with SacRT, will complete a Request for Proposals (RFP) process for selection of a consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the City of Elk Grove.

Staff Coordination

City of Elk Grove and SacRT will hold monthly project team meetings with consultants to ensure strong communication on upcoming tasks, discuss any potential issues that may arise, and ensure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task Deliverables
Copy of procurement procedures and RFP
Copy of executed consultant contract
Copy of any and all amendments to the consultant contract
Meeting notes from monthly meetings with the consultant

**Task 1: Existing Conditions**

Gather existing conditions and background data to inform alignment, intersection conditions, station locations, station area plans, and ridership demand, including:

- Land use – existing and general plan buildout; right-of-way (current approved development)
- Population demographics and socioeconomic characteristics

- Employment characteristics – distribution and concentration of major employers
- Travel demand characteristics – commute and non-commute travel patterns, origin-destination factors
- Existing mobility landscape – transit service, bicycle, pedestrian, and trails plans, commuter programs, transportation demand management strategies
- Review prior studies and incorporate as applicable

<b>Task Deliverables</b>
Existing Conditions Report

## Task 2: Alignment and Station Locations

### Alignment and Station Locations

The 2009 study recommended a light rail alignment, and the City has been securing the required right-of-way (ROW) as development occurs. This task includes review of right-of-way and any applicable existing as-built drawings to evaluate alignment and additional right-of-way needs, including north of Elk Grove city limits to the existing Cosumnes River College LRT station. Evaluate the proposed alignment to recommend center- and/or side-running transit along the entire corridor, evaluate station locations based on current and future planned development, available ROW, and stakeholder and community input. Evaluate needs of traction power substations every mile as well as electrical connections and the ability to add to the system as needed.

This task will also evaluate potential opportunities to connect the future Elk Grove Station to the bus network and future light rail network. The Elk Grove Station is a new rail station, anticipated to open by the end of 2026, that will include service from both Altamont Corridor Express and Amtrak San Joaquins lines, providing access north to Sacramento, south to the Central Valley, and west to the San Francisco Bay Area. This is the first passenger rail service in Elk Grove since 1972 and implements a segment of the Valley Rail project in the California State Rail Plan. Amtrak San Joaquins service includes two new round trips and Altamont Corridor Express service includes a stop in Elk Grove on the existing schedule of one round trip from Natomas to San Jose, three round trips from Ceres/Modesto to Natomas, and one round trip from Stockton to Natomas. The rail station location is on the west side of Elk Grove near existing SacRT bus lines, but not adjacent to the proposed light rail corridor. The plan will propose ways to connect future and existing systems to improve mobility for all Elk Grove travelers.

### Potential Infrastructure Improvements

At a high level for planning purposes, determine potential infrastructure improvements necessary within the right-of-way. Evaluate intersections along the corridor to determine necessary improvements, including transit signal priority (TSP) and potential at-grade crossings and overcrossings. Potential infrastructure improvements will include recommendations to improve safety for all road users, including people walking, biking, accessing transit, and driving.

<b>Task Deliverables</b>
Alignment and station location recommendations
Potential infrastructure improvement recommendations

### Task 3: Technical Analysis and Modeling

#### Traffic Analysis

As the local transportation system will be impacted due to a new light rail and/or BRT route, local conditions will be considered at all major intersections along the proposed alignment. Analysis would include review of potential delay for crossing arms to control the intersection as a light rail vehicle moves through an intersection if not along separated ROW. Modeling for transit/traffic conditions at major intersections to ensure health and safety of the public when mixed modes are within the same area. Each light rail station will be studied to determine the distance to the nearest traffic intersection/signal. Based on the distance between the station and intersection, the train entering and exiting the station may require the crossing arms to remain in the down position. Impacts to all modes of travel will be considered/studied.

#### Travel Demand Management Recommendations

The study will include best practices and suggestions to mitigate any multimodal conflicts or local roadway congestion created by establishing a light rail and/or BRT line.

#### Ridership Projections

Utilizing SACOG's travel demand model, SACSIM, as well as City data and information from Tasks 1 and 2, develop ridership projections for the recommended alignment and station locations. Ridership projections will help evaluate the feasibility of light rail and bus rapid transit and compare them to the 'no build' option. Evaluating the 'no build' option will provide information about congestion projected in the future and implications related to greenhouse gas emissions and vehicle miles traveled. The information can also be used to inform potential transit mitigation for the SR99 Comprehensive Multimodal Corridor Plan currently underway by Caltrans District 3.

<b>Task Deliverables</b>
Traffic analysis, including conditions at major intersections along the proposed alignment, health and safety analysis for mixed modes, and delays/impacts to all modes of travel based on alignment and station locations
Travel Demand Management recommendations to mitigate any local roadway congestion and multimodal conflicts
Ridership projections for light rail, bus rapid transit, and the 'no build' option

### Task 4: Station Area Plans

#### Station Area Plans

The existing conditions analysis in Task 1 and station location recommendations in Task 2 will be used to develop station area plans, including conceptual level station design, how stations interact with nearby land uses, bicycle, pedestrian, and vehicle access to stations, and station amenities. Plans will be developed with transit-oriented development goals in mind. Public engagement will be critical in co-creating station area plans that meet the needs of users, especially underserved communities.

#### Park and Ride Needs Assessment

Utilizing ROW analysis, station locations, and ridership projections, determine where park and ride lots may be needed and how much parking should be included. Consider the addition of public



EV chargers beyond minimum requirements to park and ride locations to further promote a reduction in GHG emissions.

Task Deliverables
Station area plans, including conceptual level station designs
Park and ride recommendations

### **Task 5: Public Outreach**

In addition to stakeholder engagement and input from an Advisory Committee, public outreach and engagement will be key in developing the plan. The community will be engaged early and often with a specific effort to engage disadvantaged and hard-to-reach populations. Outreach and engagement will include both in-person and virtual formats and be flexible to respond to the current COVID-19 environment. Meetings and materials will be provided in multiple languages. The most common languages spoken in Elk Grove other than English are Spanish, Chinese, Tagalog, and Vietnamese. The project team will also work to solve other barriers to participation, such as providing activities for children and designing family-friendly community meetings, locating events where residents already are, and holding meetings at various times of the day and on weekends.

#### Project Webpage

The City will host a project webpage with regular updates regarding the project and opportunities to provide public input and subscribe to updates.

#### Community Survey

An online survey will be developed to ask community members about their travel patterns, interest in and experience riding public transit, preference for light rail vs bus rapid transit, and their understanding of the impact of public transit on a variety of factors including reducing congestion and pollution and increasing community connectivity. Survey information will be used to better understand potential ridership, attitudes about public transit, and messaging that would further public support for transit and understanding of climate change mitigation strategies.

Surveys will be available online, in multiple languages, and City staff will bring tablets to at least two community events to promote the survey and provide the opportunity to take it in real time. Hard copies will also be available and placed in select locations such as city hall, the library, and community centers.

#### Community Workshops

The project team will host a minimum of five community workshops, online and/or in person to get community input. Workshops will be interactive with a variety of options to provide feedback including in small group discussions, marking up exhibits and boards, and anonymous comment cards. Workshops will present light rail vs bus rapid transit trade-offs, alignment and station locations, and station area concepts for design feedback, co-creating station area plans in collaboration with the community. The implementation strategy will also be presented so the community understands the planning and funding process and to garner support for the project as it moves forward to the next phase of development and funding.

Specific outreach will be conducted to reach disadvantaged populations, including coordinating with local organizations and transit-dependent populations. Public noticing will

occur through mailers, the City newsletter, public websites, and social media, to garner maximum attendance. Public notices will be in English and Spanish. Spanish translators and sign language interpreters will be present at workshops, as needed.

Pop-Up Events

The project team will attend at least four existing community events to meet people where they are and gather feedback on the project. Events may include farmers markets, local festivals, or other community events with attendance from targeted populations.

The pop-up events will seek input on light rail vs bus rapid transit, alignment and station locations, and station area plans. There will be interactive opportunities to provide input and new ideas, including on design boards and/or using tablets.

The input gathered will be used in the selection of light rail vs bus rapid transit, the alignment and station locations, and in designing station area plans. Stations will be designed with the community, to ensure they are well utilized and serve people in the community.

Task Deliverables
Community survey results
Community workshop materials, photos, and workshop summaries
Pop-up event summary reports

**Task 6: Advisory Committee**

Establish Advisory Committee

The City of Elk Grove and SacRT will establish an advisory committee including representatives from the following, at a minimum:

- Caltrans
- Sacramento Area Council of Governments
- City of Sacramento
- County of Sacramento
- Sacramento Metropolitan Air Quality Management District
- City of Elk Grove Disability Advisory Committee
- Community organizations

Advisory Committee Meetings

The City of Elk Grove and SacRT, with support from a consultant, will facilitate advisory committee meetings at least quarterly to guide the planning process. A meeting will occur at project kick-off, quarterly meetings will be focused on interim findings to gather input, and a final meeting will review the draft plan for feedback. Meetings will be interactive with opportunities for input from all participants.

Task Deliverables
Advisory committee meeting agendas
Advisory committee meeting minutes and list of attendees

**Task 7: Implementation and Funding Strategy**

Identify Costs and Development Phases

Identify projected capital and operational costs for light rail and BRT, including implementation timeline and phases for development.

Cost/Benefit Analysis

Analyze the potential costs (including capital, operations, and maintenance) and benefits of implementing light rail and/or bus rapid transit.

Identify Potential Funding Sources

Review and identify potential funding sources for future implementation of the Project including up-front or long-term grants, loans, farebox revenue, allocations of local, regional, state, federal or private funds or innovative financing mechanisms that are proposed to be made available for achieving project goals. Develop a financial model for the preferred implementation strategy and identify gaps for capital, operations, and maintenance.

<b>Task Deliverables</b>
Summary of costs, development phases, and implementation timeline
Cost/benefit analysis
List of potential funding sources and preferred funding strategy

**Task 8: Draft and Final Plan**

Draft Blue Line/Bus Rapid Transit to Elk Grove Implementation Plan

Based on feedback from community engagement, the advisory committee, existing conditions, extensive analysis, and other data, develop a draft plan to include all tasks to date. The plan will include recommendations for the alignment, light rail vs BRT feasibility, infrastructure improvements and intersection treatments, station locations and amenities, ridership projections, community engagement summaries, and an implementation and funding strategy.

City and SacRT Review and Comment

City and SacRT staff will review and comment on the draft plan and discuss feedback with the consultant. Consultant will revise before the draft is circulated for advisory committee and public comment.

Advisory Committee Meeting

Solicit feedback from the Advisory Committee, respond to questions and resolve any critical concerns.

Public Outreach

Issue the draft plan for public review and comment.

Final Blue Line/Bus Rapid Transit to Elk Grove Implementation Plan

Incorporate revisions based on comments received from the advisory committee and the community and finalize the plan.

City Council Approval

Present Final Plan to Elk Grove City Council for approval.

<b>Task Deliverables</b>
Draft Plan incorporating all prior tasks
Public and Advisory Committee comments
Final Plan that includes a summary of next steps towards implementation, credits Caltrans on the cover or title page, submitted to Caltrans in an ADA accessible electronic copy
Elk Grove City Council Agenda
Elk Grove City Council presentation materials
Elk Grove City Council meeting minutes indicating Board adoption

California Department of Transportation  
**Sustainable Transportation Planning Grant Program**  
**COST AND SCHEDULE**

<b>Grant Category</b>	Sustainable Communities Competitive
<b>Grant Fiscal Year</b>	FY 2023-24
<b>Project Title</b>	Blue Line/Bus Rapid Transit to Elk Grove Implementation Plan
<b>Organization</b> (Legal name)	City of Elk Grove
<b>Disclaimers</b>	Agency commits to the Cost and Schedule below. Any changes will need to be approved by Caltrans prior to initiating any Cost and Schedule change or amendment. Use only whole dollars in the financial information fields. No rounding up or down and no cents. Use the Local Match Calculator to ensure that grant and local match amounts are correct: <a href="#">Local Match Calculator</a>
<b>Reimbursements/ Invoicing</b>	Does your agency plan to request reimbursement for indirect costs? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>If yes, what is the estimated indirect cost rate? _____</b> Does your agency plan to use the Tapered Match approach for invoicing purposes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Task #	Task Title	Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*	FY 2023/24				FY 2024/25				FY 2025/26											
						J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
01	Project Administration (no more than 5% of total grant funds)	\$0	\$0	\$0	\$0																				
02	Consultant Procurement	\$0	\$0	\$0	\$0																				
1	Existing Conditions	\$25,000	\$3,239	\$0	\$28,239																				
2	Alignment and Station Locations	\$75,000	\$9,717	\$0	\$84,717																				
3	Technical Analysis and Modeling	\$135,000	\$17,491	\$0	\$152,491																				
4	Station Area Plans	\$100,000	\$12,956	\$0	\$112,956																				
5	Public Outreach	\$75,000	\$9,717	\$0	\$84,717																				
6	Advisory Committee	\$10,000	\$1,296	\$0	\$11,296																				
7	Implementation and Funding Strategy	\$20,000	\$2,591	\$0	\$22,591																				
8	Draft and Final Plan	\$30,000	\$3,887	\$0	\$33,887																				
<b>Totals</b>		<b>\$470,000</b>	<b>\$60,894</b>	<b>\$0</b>	<b>\$530,894</b>																				