

Request for Proposal

Consulting Services for the
Dry Creek Greenway Bike Trail

July 2011



Public Works – Alternative Transportation
401 Vernon Street • Roseville, CA 95678
www.roseville.ca.us/transportation

REQUEST FOR PROPOSAL

Consulting Services for the Dry Creek Greenway Bike Trail July 2011

SUMMARY OF REQUESTED CONSULTING SERVICES

Request for Proposals - The City of Roseville Department of Public Works is requesting proposals for professional services for the Dry Creek Greenway Bike Trail Project. The Dry Creek Greenway Trail is identified as a priority project in the City of Roseville Bicycle Master Plan because of its potential to provide a safe, comfortable and convenient bicycle route in an area of the City with limited options for bicyclists. The trail is intended to be a highly connected bike route that will serve as an alternative to using the busy city streets, as well as an important recreational amenity for Roseville residents.

The major work tasks for this project include:

1. Feasibility Analysis for specific trail segments
2. Environmental Review (CEQA and NEPA)
3. Preliminary Engineering

Land and right-of-way acquisition services, construction drawings, plans, specifications & engineering (PS&E), environmental permitting, inspection and contract administration are not a part of the request for proposal.

This is a federally-funded project. See additional information in this Request for Proposals regarding federal funding requirements.

CRITICAL MILESTONES for CONSULTANT SELECTION

July 27, 2011	Release Request for Proposals
August 11, 2011	Deadline for Submittal of written questions
August 17, 2011	City staff written response to written questions
August 25, 2011	Proposals Are Due at 4:00 P.M.
September 29, 2011	Interviews (if necessary)/Begin Fee Negotiation
October 20, 2011	Submittal of Signed Contract
November 16, 2011	City Council Approval of Professional Services Agreement

PROJECT DESCRIPTION

The project subject to this Request for Proposals is a proposed Class I multi-use trail along Dry, Cirby and Linda Creeks as described in the Dry Creek Greenway Planning & Feasibility Study (DCGPFS). Maps provided in Attachment 1 are provided for informational purposes, but are not intended to define the project description. The project begins near Darling Way/Riverside Avenue and continues to the City limits past the Old Auburn Road/S. Cirby Way intersection, a distance of roughly 4.25 miles. Project components may include:

- Re-construction and/or widening of existing sub-standard trail segments along Marlin Drive, behind Sierra Gardens Elementary School and connecting to Maidu Park.
- At-grade crossings of two (2) roadways (Oak Ridge Drive, Champion Oaks Drive.)
- Undercrossings of three (3) roadways (Interstate 80, Sunrise Avenue, and Old Auburn Road.)
- Undercrossings or at-grade crossings of two (2) roadways (Darling Way and Rocky Ridge Drive.)
- One (1) bridge crossing of Dry Creek (either crossing 2 or 3 as described in the DCGPFS.)
- Up to one (1) bridge crossing of Cirby Creek (crossing 4 as described in the DCGPFS.)
- Up to three (3) bridge crossings of Linda Creek (crossings 16, 20 and 13 or 14 as described in the DCGPFS.)
- One (1) bridge retrofit on Strap Ravine (crossing 21 as described in the DCGPFS.)
- Four (4) culvert or bridge crossings of smaller unnamed drainages/tributaries (crossings 10, 12, 19 and 25/26 as described in the DCGPFS.)
- Proposed parking lot trailheads at Riverside Avenue and Old Auburn Road as described in the Dry Creek Greenway Planning & Feasibility Study. The Riverside Avenue trailhead may include demolition of an existing building, a parking lot with landscaping, lighting, water and restrooms, stream bank restoration and a new overflow flood channel.
- Signs, striping, benches, fencing, drainage and other trail appurtenances.
- To provide consistency with connecting trails in neighboring jurisdictions, the trail cross-section may be wider than the City-standard of fourteen (14) feet.

BACKGROUND INFORMATION

City of Roseville Bicycle Master Plan. The 2008 Bicycle Master Plan guides bikeway policies, programs and development standards to make bicycling in Roseville more safe, comfortable, convenient and enjoyable for all bicyclists. The BMP includes a plan for development of over 28 miles of new Class I trails in Roseville, including the Dry Creek Greenway Trail. A Mitigated Negative Declaration was adopted as the environmental document for the BMP.

http://www.roseville.ca.us/transportation/bikeways/bicycle_master_plan/default.asp

Dry Creek Greenway Planning & Feasibility Study (DCGPFS). This study evaluates the feasibility of constructing a trail within the 4.25 mile section of open space described above in the project description. The study includes:

- Existing conditions inventory, including information related to biological resources, topographic conditions, and availability of right-of-way.
- Trail alternatives and design options along the length of trail, including road and creek crossings
- Preferred trail alignment for some trail segments.
- Preliminary cost estimates.

http://www.roseville.ca.us/transportation/bikeways/dc_study.asp

Roseville Creek and Riparian Management and Restoration Plan. This plan includes goals and objectives for riparian management and restoration and major habitat restoration opportunities along Roseville creeks, including Dry, Cirby and Linda Creeks. http://www.roseville.ca.us/gov/community_development/edpn.asp

SCOPE OF WORK

The three major work tasks that shall be included in consultants proposed scope of work are:

1. Feasibility Analysis for specific trail segments
2. Environmental Review
3. Preliminary Engineering

Additional information regarding each task is provided below. The scope of work shall include allowance for monthly Project Development Team coordination meetings to be held in City offices. Additional meetings/conferences/field reviews may be proposed as recommended by consultant team.

Preparation of all exhibits, plans, reports, agenda, sign-in sheets, meeting notes and other materials for meetings shall be the responsibility of the consultant. For plan/report submittals, the consultant proposal should provide for the submittal of seven (7) hard copies each plus an electronic copy for distribution, except as otherwise noted herein.

The scope of work shall include a statement that all products produced per this Request for Proposal and project will be the property of the City and shall not be copyrighted by the consultant team. After approval of all documents by the City, the following electronic submittals shall be included with the final submittal in the following format:

- Maps, Cross-sections, Detail Sheets – AutoCAD 2000 or later
- Plan Text/Descriptions – MS Word 2000
- Itemized Cost Estimates – MS Excel 2000 or earlier
- Photos, Graphics and Visuals – Digital format approved by City
- Draft and final environmental documents – MS Word 2000 and PDF formats

Task I. Feasibility Analysis of Selected Trail Segments

The consultant will conduct additional feasibility analysis for selected segments of trail. The feasibility analysis will, at a minimum, include:

1. Further evaluation and study of Options 1-2 and 1-3 as identified in the Dry Creek Greenway Planning & Feasibility Study.
2. Further evaluation and study of Options 5-1 and 5-2 as identified in the Dry Creek Greenway Planning & Feasibility Study.

The proposed scope of work shall indicate the supplemental information (i.e. cost estimates, studies, diagrams, visuals) that are proposed to support the additional feasibility analysis. The selected consultant team will present the feasibility analysis to the community via Stakeholder Representative Group meetings (up to three meetings) and a site visit(s) if necessary.

Task II. Environmental Review

The consultant shall prepare all environmental documents and special studies and reports as required for environmental clearance per the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), including Federal Highway Administration (FHWA) and Caltrans Local Assistance Procedures Manual requirements.

CEQA - An Environmental Impact Report prepared pursuant to the requirements of the CEQA is the anticipated environmental document. The scope of work shall describe the special studies and supplemental information (i.e. reports, surveys, diagrams, photo simulations, and other graphics) that are proposed to support the CEQA document, including alternatives analysis. The proposed scope of work shall also include consultant's preparation of draft Findings and Statement of Overriding Considerations and a Mitigation Monitoring Program in accordance with CEQA.

The proposed scope of work shall identify at least one Transportation Commission meeting for review of Draft Environmental Documents, one City Council meeting for certification of the Final EIR, and additional meetings as required by CEQA or as recommended for neighborhood/stakeholder review. The scope of work shall describe the methodology and materials proposed for public engagement and issue resolution.

CEQA submittals shall include seven (7) hard copies of Administrative Draft documents, seven (7) hard copies of Screen Check documents, eighty-five (85) copies of Draft EIR, and forty-five (45) copies of Final EIR. In addition to hard copies, copy-ready electronic copies of each submittal shall be provided.

NEPA - A Categorical Exclusion with Technical Studies is the anticipated NEPA document. The proposed scope of work shall include completion of a draft and final

CalTrans Preliminary Environmental Studies (PES) forms, technical studies, submittals, consultation meetings with involved federal and state agencies, and other supplemental information necessary to support NEPA clearance.

Technical Studies – Technical studies shall be provided as necessary to support CEQA and NEPA clearance and, as feasible, future environmental permitting. Technical studies shall be prepared to City, Caltrans and Federal agency standards. City staff anticipates technical studies will include but may not be limited to the following:

- Hydrology/Hydraulic analysis per the Flood Damage Prevention Ordinance (Municipal Code Section 9.80), Section 10, “Drainage” of City Design/Construction Standards, and the Placer County Flood Control and Water Conservation District Storm Water Management Manual.
- Biological resources studies.
- Arborist report per the Native Oak Tree Preservation Ordinance (Municipal Code Section 19.66.)
- Cultural resources (Section 106) study per state and federal standards.
- Noise Study (construction related)
- Air Quality Study (construction related)
- Water Quality Study
- Graphics/visual analysis of key project features such as bridges and parking lots.

The final list of studies will be determined based upon CalTrans approval of a final PES form. All proposals shall include the above listed technical studies in the scope of work and cost estimate. If the consulting team believes one or more of the above-listed studies will not be required, the proposal should discuss the reasons why a study may not be required, but shall still include the study in the proposed scope of work and cost estimate. If the consulting team feels additional studies may be necessary, they should be listed and clearly identified as optional in the scope of work and cost proposal.

Task III. Preliminary Engineering

The scope of work shall include preliminary engineering services in accordance with the following:

- All preliminary engineering/surveying necessary for feasibility analysis and environmental review. Preliminary design shall at a minimum meet the standards of the AASHTO Guide for Bicycle Facilities, Caltrans Highway Design Manual, California Manual of Uniform Traffic Control Devices, and City of Roseville Design/Construction Standards or as otherwise discussed herein;
- Preliminary engineering level alignments and design for improvements described in the project description, including anticipated cut/fill and anticipated limits of work;
- Preliminary bridge types and design and related channel modifications as necessary to address hydraulic/flood concerns and inform graphic/visual analysis;

- Identify all public and private utilities that will be affected by construction of the project, and determine limits of necessary utility relocation and identify party(ies) responsible for relocation costs;
- Exhibits identify existing rights-of-way and easements;
- Preliminary cost estimates of proposed project and project alternatives.

FEDERAL FUNDING REQUIREMENTS

This project is funded with federal Congestion Mitigation and Air Quality (CMAQ) funds and must meet the procedures described in the Caltrans Local Assistance Procedures Manual (LAPM) <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>. Attachment 2 excerpts information and forms from the LAPM. The LAPM requirements include, but are not limited to, the following:

Disadvantaged Business Enterprise - The City of Roseville Disadvantaged Business Enterprise (DBE) program has set a goal of ten (10) percent Underutilized Disadvantaged Business Enterprise (UDBE)/Race Conscious participation for this project. LAPM Exhibit 10-I Notice to Proposers DBE Information and Exhibit 10-J Standard Agreement for Subcontractor/DBE Participation are incorporated as exhibits into the Draft Professional Services Agreement (Attachment 3.)

Qualified small minority and woman-owned firms are encouraged to submit a proposal or otherwise participate in the completion of the work covered by this request. Per LAPM Section 09-02, proposers must assure that certified DBE firms have the opportunity to participate in the performance of the contract and shall take all necessary and reasonable steps for such assurance. In order to comply with the LAPM and the City of Roseville DBE program requirements, all proposers must submit with their proposal completed copies of Exhibit 10-O1 Local Agency Proposer UDBE Commitment Form and Exhibit 10-O2 Local Agency Proposer DBE Information Form (see Attachment 2.) Proposers shall provide written conformation from each UDBE participating in the contract. In addition, each proposer shall submit a completed copy of Exhibit 15-H UDBE Information-Good Faith Efforts (Attachment 2), even if Exhibit 10-O1 indicates that the bidder has met the UDBE goal.

Per the LAPM, the selected consultant will also be required to submit Exhibit 17-E Final Report-Utilization of DBE, First-Tier Subcontractors upon completion of the contract.

Non-Lobbying Requirements - All proposers must comply with the requirements of LAPM Exhibit 10-P Nonlobbying Certification for Federal-Aid Contracts (see Attachment 2 and Section 11 of Attachment 3). If applicable as discussed in Exhibit 10-P, proposers and all lower-tier subcontracts in excess of \$100,000 shall submit a completed copy of Exhibit 10-Q Disclosure of Lobbying Activities (see Attachment 2) with the proposal.

Debarment and Suspension Certification - All proposers must submit with their proposal a completed copy of Exhibit 12-E, Attachment E, Debarment and Suspension Certification (see Attachment 2.)

Cost Proposal – Per the LAPM, cost proposals must contain a breakdown of all components of cost, including: labor base, rate, other direct costs, overhead, and fee. For “Sample Cost Proposals” see Exhibit 10-H of the LAPM.

Certification of Consultant – All proposers shall submit with their proposal a completed copy of Exhibit 10-F Certification of Consultant, Commissions & Fees (see Attachment 2.)

PROPOSAL FORMAT

Proposals shall not exceed ten (10) double-sided printed pages excluding cover sheet, table of contents, organization chart, resumes, task spreadsheet and required federal forms. Resumes included with the proposal shall not exceed one printed page per person listed in the organization diagram. Proposals shall include the following as a minimum:

Project Understanding - Briefly discuss your understanding of the project and your approach to accomplish the scope of work, including any innovations or alternative methods that you propose to enhance the project or reduce project costs.

Scope of Work – Provide a detailed description of the work necessary to complete the requested services. Identify deliverables, project milestones and key decision points. Consultants are encouraged to identify any supplemental tasks or alternative methods that may enhance the project or reduce its cost. Any proposed optional tasks should be clearly identified and budgeted separately from other tasks. Consultants should also identify the decisions, products, data and corollary information the consultant expects from the City to ensure successful completion of the project by the consultant. The level of assistance and information required from City staff by the consultant shall be clearly stated.

Team Organization Chart, Resumes and Task Spreadsheet – Provide an organization chart showing all relevant team members including, but not limited to, the principal in charge, the project manager, and key team members, including subconsultants. Provide a resume/narrative of the qualifications and experience for each key team member shown in the organization chart, along with their proposed project responsibilities. List the names, addresses and telephone numbers of any subconsultants. Include a separate spreadsheet showing the name and classification of each team member and the number of hours that they will be working on each task/sub-task. This spreadsheet should be separate from the sealed cost proposal, and should not identify costs or hourly rates of team members and subconsultants.

Statement of Qualifications – Provide a list of three projects your firm or team has completed in the last 5 years that are similar in nature and scope to this project and that best illustrate your team’s qualifications for the Dry Creek Greenway Trail project. Listed projects should demonstrate key team member’s capability relevant to their proposed role in the Dry Creek Greenway Trail project. For each listed project, include a brief project description (nature of services provided, cost and funding source, start/end date,

etc.) and a narrative describing the role and responsibility of key team members on the listed project and how that experience will inform or enhance your team's proposal for the Dry Creek Greenway Trail project. For each listed project, identify a contact person within the agency your team worked with, including email address and phone number, so that the City of Roseville may contact this person as a reference.

Project Schedule – Provide a detailed schedule for completion of the requested services. Identify all critical path elements and decision points, key milestones, constraints, submittals, meetings and deliverables necessary for project completion. Identify number of days required to complete each task. Provide allowances for: Consultant selection, fee negotiation, and execution of contract; submittal of required federal forms; City staff review of plans/exhibits/documents, including review of meeting materials in advance of meetings; and monthly project development team meetings.

Cost Proposal – Provide your firm's fee for the requested services in a separate sealed envelope identified by the name of the firm and "Dry Creek Greenway Trail – Cost Proposal". Include a cost breakdown consistent with Caltrans standards showing the classifications of persons working on each task, their billing rate, the total hours projected that they will work on each task and their total charge; sub-consultant costs, including any proposed mark-up; and all other incidental charges that comprise the firm's fee. Include a copy of the proposed rate schedule(s) to be used throughout the duration of the project including any adjustments predicted to occur during the life of the project.

The Scope of Work and Cost proposal should be prepared in consideration of and consistent with the requirements identified in the draft Professional Services Agreement (Attachment 3.)

The highest-rated proposals will: Demonstrate an understanding of the requested work; provide a comprehensive plan for completing the work; demonstrate the technical capabilities and experience of the consultant team, including key project personnel and sub-consultants; describe the team's experience with federal requirements and the federal process as administered by Caltrans; include all required federal forms as discussed previously in this RFP; demonstrate an understanding of local conditions, and; demonstrate the team's ability to quickly respond to requests for information and meetings with City staff via location of team member offices within the region.

PRE-SUBMITTAL INQUIRIES

Prior to submittal of a proposal, questions or requests for clarification regarding the project and this RFP should be directed in writing to Michael Dour by email at mdour@roseville.ca.us or by mail at:

City of Roseville - Attn: Michael Dour
401 Vernon Street
Roseville, CA 95678

No questions/inquires received after **5:00pm, Thursday August 11, 2011**, will be accepted.

It is the consultant's responsibility to check the City's web page to get updates and/or clarifications on this RFP.

SUBMITTAL REQUIREMENTS

Seven (7) bound copies of the proposal shall be submitted by **4:00 p.m. Thursday, August 25, 2011**, addressed as follows:

City of Roseville
Public Works/Alternative Transportation
Attn: Michael Dour
C/O City Clerk
311 Vernon Street
Roseville, CA 95678

Proposals shall be sealed and clearly marked with the consultant's name and the description "Proposal for Consulting Services for Dry Creek Greenway Bike Trail" on the outside of the envelope. The proposal shall be signed by an official authorized to bind the firm and shall expressly state that the proposal is valid for ninety (90) days. **Proposals received incomplete or late, for any reason, will not be accepted.**

PROPOSAL EVALUATION AND SELECTION PROCESS

The selection will be made using the one-step RFP process. Key City staff will make up the Selection Committee. Proposals will be evaluated based upon the following criteria:

- Project Understanding (5 points)
- Proposed Scope of Work (30 points)
- Quality of Staff/Project Team (15 points)
- Experience with Similar Work/Record of Performance (15 points)
- Demonstrated Technical Ability (10 points)
- Proposed Schedule (10 points)
- Experience with State and Federal Procedures (10 points)
- Responsiveness through Local Presence (5 points)

Responsiveness of Proposals - All proposals shall be in writing and fully responsive to this RFP. Non-responsive proposals or proposals found to be irregular or not in conformance with the requirements and instructions contained herein will not be considered or evaluated. Other conditions, which may lead to the selection committee's decision not to evaluate a proposal, include obvious lack of experience, expertise or adequate resources to perform the required work, and/or failure to perform or meet financial obligations on previous contracts. The City reserves the right to reject any and

all proposals for any reason whatsoever. The City may waive informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other proposals.

Evaluation of Proposals – The Selection Committee will evaluate each proposal in terms of the technical criteria identified above, including an evaluation of references. The Selection Committee will discuss the strengths and weaknesses of each proposal and develop a ranking of the highest-rated proposals.

Interview - Following the initial review and screening of all proposals, the Selection Committee may invite two or more firms to participate in an oral interview. The City requests that consultants make themselves available if asked to participate in an interview. Interviews are tentatively scheduled for September 29, 2011. Interviews, if conducted, will be used to develop a final ranking of the highest-ranked consultants. The interview process may be waived at the sole discretion of the City.

Fee Negotiation - Following completion of the ranking process, the Selection Committee will commence fee negotiations with the top-ranked firm. The goal of fee negotiation is to agree on a final contract that delivers to the City the services and products required at a fair and reasonable cost. If the City fails to reach an agreement with the top-ranked consultant, a new negotiation will commence with the next highest ranked consultant. If the new negotiation fails, the process is repeated until a contract is negotiated successfully. Upon successful negotiation of a contract, the Selection Committee will make a recommendation of award to the Roseville City Council, which will make the final decision.

TERMS AND CONDITIONS

This RFP and any material submitted by the Proposer are subject to public inspection under the California Public Records Act (California Government Code Section 6250 et seq.), unless exempted by law.

Limitation - The RFP does not commit the City of Roseville to award a contract. The City reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP. This RFP does not constitute any form of offer to contract.

Professional Services Agreement - The firm selected to produce and execute the recommended scope of services from this Request for Proposal will be required to execute a Professional Services Agreement with the City, including providing proof of insurance as required therein. Attachment 3 contains a sample agreement that will be similar to the agreement that the Consultant will need to execute, including insurance requirements and federal funding requirements. This will be a Not-to-Exceed Fee agreement.

Costs Incurred In Responding - This RFP does not commit the City to pay any costs incurred by any individual, firm, partnership or corporation in the submission of the

proposals or to make necessary studies or designs for the preparation thereof, or to procure or contract for any articles or services.

ATTACHMENTS

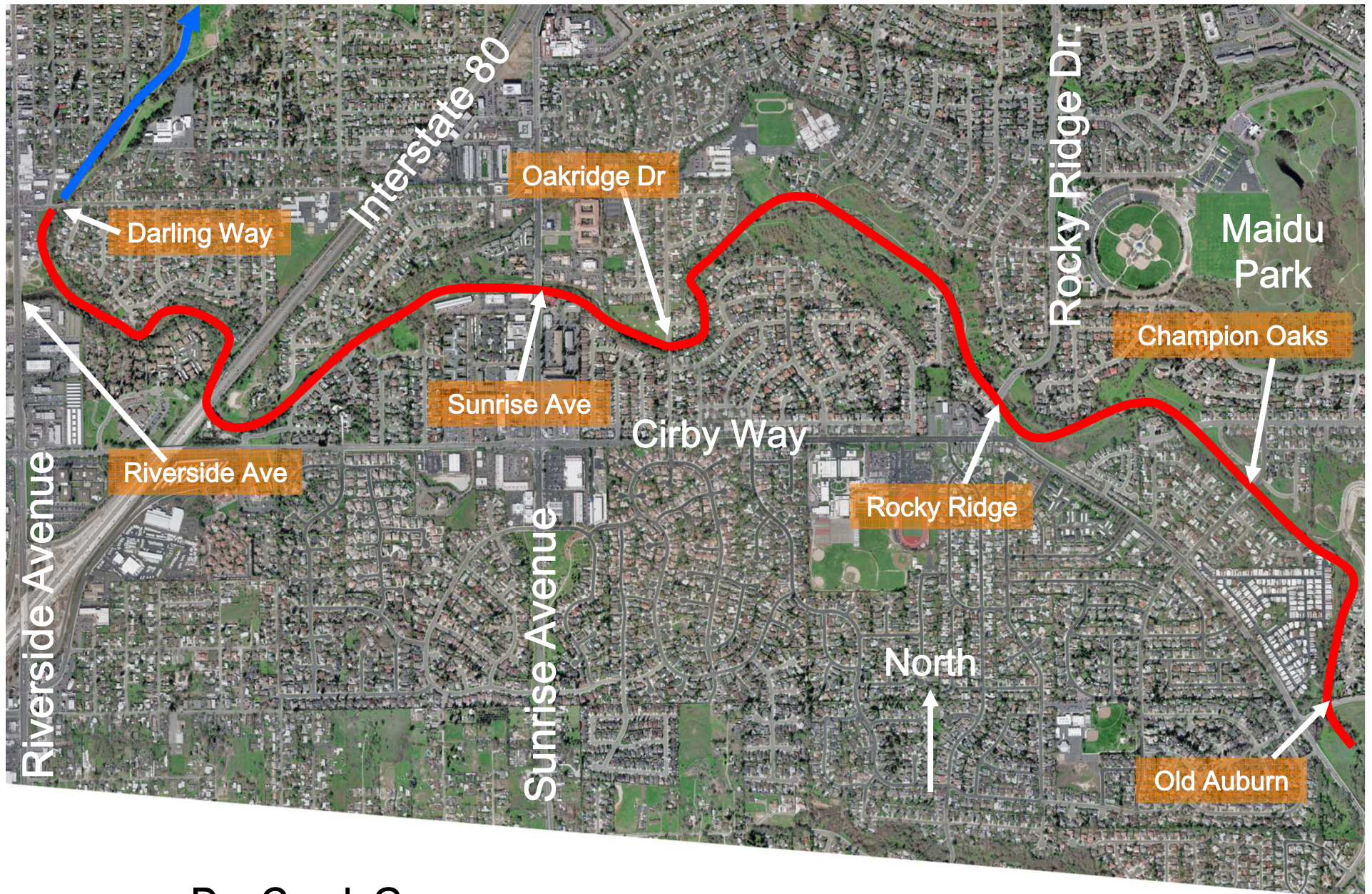
1. Regional Overview and Trail Overview Maps
2. Excerpts from Local Assistance Procedures Manual
 - Exhibit 10-F. Certification of Consultant, Commissions & Fees
 - Exhibit 10-O1. Local Agency Proposer UDBE Commitment Form
 - Exhibit 10-O2. Local Agency Proposer DBE Information Form
 - Exhibit 10-P. Nonlobbying Certification for Federal-Aid Contracts
 - Exhibit 10-Q. Disclosure of Lobbying Activities
 - Exhibit 12-E, Attachment E. Debarment and Suspension Certification
 - Exhibit 15-H UDBE Information-Good Faith Efforts
3. Draft Professional Services Agreement (including insurance requirements)

ATTACHMENT 1

Regional Trail Map and Local Trail Map

Dry Creek Greenway Trail Regional Connections





 Dry Creek Greenway
Trail Project

ATTACHMENT 2

Excerpts from Local Assistance Procedures Manual

Exhibit 10-F Certification of Consultant, Commissions & Fees

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of _____, whose address is _____ and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)_____
(Signature)

Distribution: 1) Local Agency Project File (original & Contract)
2) DLAE (copy)

[illegible]Page10-73
July 31, 2009

**INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT
(CONSULTANT CONTRACTS)**

ALL PROPOSERS:

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

A "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-01 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

For the Successful Proposer only, local agencies should complete the Proposal Number, Federal-aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.

[illegible]

LPP 09-02

INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION (CONSULTANT CONTRACTS)

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit 10-O2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

Exhibit 10-P Nonlobbying Certification For Federal-Aid Contracts

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Exhibit 10-Q Disclosure of Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Authorized for Local Reproduction Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

EXHIBIT 15-H UDBE INFORMATION —GOOD FAITH EFFORTS**UDBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. _____ Bid Opening Date _____

The _____ (City/County of) _____ established an Underutilized Disadvantaged Business Enterprise (UDBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder UDBE Commitment" form indicates that the bidder has met the UDBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder UDBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of UDBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to UDBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

ATTACHMENT 3

Draft Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Project: Feasibility Analysis, Environmental Review and Preliminary Engineering
for the Dry Creek Greenway Trail Project

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and _____
_____, a _____ ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of a feasibility analysis,
environmental review and preliminary engineering for the Dry Creek Greenway Trail Project;
and

WHEREAS, CONSULTANT has prepared a proposal dated _____,
which describes the scope of work to be performed by CONSULTANT, the budget for the work,
and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services;

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement shall commence upon the date set forth in the introductory
paragraph above and shall terminate on _____, unless extended by contract
amendment.

2. Services. CONSULTANT shall perform, at the direction of City, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. CONSULTANT shall not commence performance of work or services until this Agreement has been approved by CITY and notification to proceed has been issued by CITY's Contract Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this Agreement.

3. Compensation. The method of payment for this Agreement will be based on lump sum. Total compensation shall not exceed _____
_____ (\$_____) as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment. No additional compensation will be paid to the CONSULTANT, unless there is a change in the scope of the work in accordance with paragraph 4. In the instance of a change in the scope of work, adjustment to the total lump sum compensation will be negotiated between CITY and CONSULTANT. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by CITY.

CONSULTANT shall submit monthly invoices for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one-tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in EXHIBIT "A," CITY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of paragraph 27.

CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to CITY.

All subcontracts in excess of \$25,000 shall contain this paragraph.

4. Changes in Work. CITY may, from time to time, request changes to this Agreement or the scope of services. All such work shall be performed pursuant to the terms of this Agreement, unless specifically provided otherwise at the time the change is ordered. Requests for changes in work shall be made in writing by the applicable CITY project manager, and shall describe in detail the proposed additions, deletions, or modifications to the work. CONSULTANT shall respond to such request in writing, with a statement of the costs, expenses and time required to perform the requested work. Neither the CITY's request nor the CONSULTANT's response shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to this Agreement signed by an authorized representative on behalf of CITY. CITY's execution of the amendment shall constitute authorization to proceed with the changed work and will specify: (1) the work to be done in connection with the change to be made; (2) the amount of the adjustment of the contract price, if

any, and the basis for compensation for the work ordered; and (3) the extent of the adjustment in the contract time, if any.

5. Indemnification. CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent acts, errors or omissions while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole active negligence. The parties intend that this provision shall be broadly construed.

6. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, at a minimum, the following policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	Bodily Injury: \$500,000 per person \$1,000,000 per accident Property Damage: \$100,000 per occurrence
Professional Liability (errors and omissions)	\$1,000,000 per claim

CONSULTANT shall submit a certificate evidencing such coverage in a form satisfactory to the City Attorney of CITY, prior to undertaking any work hereunder. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents and employees as additional named insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The coverage shall be primary as to such additional insureds and no coverage of the CITY shall be called upon to contribute to a loss. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible. Said certificates shall provide for at least thirty (30) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement. CONSULTANT shall furnish a certificate for the period covered by this Agreement. Any insurance written on a claims made basis is subject to the approval of the City Attorney. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

7. Disadvantaged Business Enterprise. CONSULTANT must give consideration to DBE firms as specified in 23 CFR § 172.5(b), 49 CFR Part 26, and in the "Notice to Proposers Disadvantaged Business Enterprise Information," which is attached hereto as EXHIBIT "C" and incorporated herein by this reference. CONSULTANT must meet CITY's Underutilized Disadvantaged Business Enterprise ("UDBE") goal for this Agreement of 10% by using UDBEs as subconsultants or by documenting a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the consultant must make a good faith effort to

replace him or her with another UDBE subconsultant if the goal is not otherwise met.

CONSULTANT's contractual requirements in relation to its UDBE obligations are further specified in the "Standard Agreement for Subcontractor/DBE Participation," which is attached hereto as EXHIBIT "D" and incorporated herein by this reference.

8. Warranties and Certifications Regarding Commissions and Fees.

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee. The federally required "Certification of Consultant, Commissions & Fees" and "Certification of Local Agency" are attached hereto as EXHIBITS "E" and "F" and are incorporated herein by this reference.

9. Conflict of Interest. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way affect CONSULTANT's performance of work under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of CITY. CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of CITY in the performance of this Agreement. Any

subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain this paragraph.

10. Rebates, Kickbacks or Other Unlawful Consideration. CONSULTANT warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

11. Lobbying.

A. The signatories to this Agreement on behalf of CONSULTANT certify to the best of their knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of

any federal agency; a member of Congress; an officer or employee of Congress, or an employee of a member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 of Title 31 of the United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Signatories to this Agreement on behalf of CONSULTANT also agree by signing this document that they shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

12. Nondiscrimination Certification. CONSULTANT's execution of this Agreement shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of California Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

Any subcontract entered into as a result of this Agreement shall contain this paragraph.

13. Debarment and Suspension Certification. CONSULTANT's execution of this Agreement shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that CONSULTANT or any

person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to CITY.

14. Retention of Records/Audit. CONSULTANT and CONSULTANT's subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. CONSULTANT and CONSULTANT's subcontractors shall make such materials available at their respective offices at all reasonable times during the contract period and for three years (3) from the date of final payment under the contract. The state, the State Auditor, CITY, the Federal Highway Administration, or any duly authorized representative of the federal government shall have access to any books, records, and documents of CONSULTANT or CONSULTANT's subcontractors that are pertinent to this Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by CITY's Chief Financial Officer.

Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by CITY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Agreement.

Subcontracts in excess of \$25,000 shall contain this provision.

15. Time is of the Essence. Time is of the essence of this Agreement.

16. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and regulations as may be applicable to the performance of services under this Agreement. This includes, but is not limited to, all OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. Any subcontract entered into as a result of this Agreement shall contain this paragraph.

17. State Prevailing Wage Rates. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

18. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

19. Subcontracting. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this

Agreement shall be subcontracted without CITY's prior written, except that which is expressly identified in EXHIBIT "A." In addition, any substitution of subcontractors must be approved by CITY in writing. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

20. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

21. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of City. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

22. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

23. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

24. Copyright, Ownership and Use of Materials. All tangible materials ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to copyright and all copyright rights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in EXHIBIT "A" and

attached hereto, and all written and other tangible expressions, including but not limited to, drawings, papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY. The FHWA and the State of California shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use the work for government purposes.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses any individual who is not a full-time employee of CONSULTANT, or entity to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said individual or entity to sign an agreement containing identical wording as the foregoing.

CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by CITY of the machine-readable information and data provided by CONSULTANT under this Agreement; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.

Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

25. Confidentiality of Data.

A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to

CONSULTANT in order to carry out this Agreement, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by CITY relating to this Agreement, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding this Agreement or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by CITY, and receipt of CITY's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

26. Disputes. In the event of any dispute arising between CITY and CONSULTANT regarding any part of this Agreement, or the parties' obligations or performance thereunder, either party may institute the dispute resolution procedures set forth herein. The parties shall continue performance of their respective obligation hereunder notwithstanding the existence of a dispute.

Any party may from time to time call a special meeting for the resolution of disputes that would have a material impact on the cost or progress of the scope of services. Such meeting shall be held at CITY's offices within five (5) working days of written request therefor or at such time as agreed by the parties, which request shall specify in reasonable detail the nature of the

dispute. The meeting shall be attended by CITY's authorized representative, CONSULTANT's authorized representative and any other person who may be affected in any material respect by the resolution of such dispute. Subject to further appeals or approvals required by CITY Charter or Code, such authorized representatives shall have authority to settle the dispute and shall attempt in good faith to resolve the dispute.

27. Termination of Agreement for Convenience. The City Manager may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

28. Termination of Agreement for Breach. Should CONSULTANT fail to correct any contractual deficiency within thirty (30) days following written notice from CITY, or is otherwise unable to cure a material breach of this Agreement within such time, CONSULTANT shall be considered in default and CITY may terminate this Agreement. In the event of such termination, CITY may proceed with the work in any manner deemed proper by CITY. Unless the cost of completion to CITY exceeds the funds remaining in the contract, if CITY terminates this Agreement for breach, CITY shall pay CONSULTANT the sum due the CONSULTANT under this Agreement prior to termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any

dispute regarding the amount to be paid. In which case the overage shall be deducted from any sum due the CONSULTANT under this Agreement and the balance, if any, shall be paid by the CONSULTANT upon demand.

29. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by CITY or CONSULTANT shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

30. Funding Requirements. This Agreement is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, the State Legislature, or the Roseville City Council that may affect the provisions, terms or funding of this Agreement in any manner. If sufficient funds are not appropriated, this Agreement may be amended by mutual agreement to reflect any reduction in funds.

31. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

32. Modifications. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties. There shall be no change in CONSULTANT's project manager or members of the project team, as listed in EXHIBIT "A," without CITY's prior written approval.

33. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

34. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

<u>CITY OF ROSEVILLE</u>	<u>CONSULTANT</u>
Rhon Herndon	_____
Acting Public Works Director/City Engineer	_____
311 Vernon Street	_____
Roseville, CA 95678	_____

Either party may amend its address for notice by giving notice to the other party in writing.

35. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

_____, a

BY: _____
RAY KERRIDGE
City Manager

BY: _____
its: _____

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
BRITA J. BAYLESS
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RHON HERNDON
Acting Public Works Director/City Engineer

EXHIBIT “A”
SCOPE OF SERVICES

EXHIBIT “B”

COST PROPOSAL

EXHIBIT “C”

NOTICE TO PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE
INFORMATION

The Agency has established an Underutilized DBE goal for this Agreement of 10%.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE.” DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term “Agreement” also means “Contract.”
- Agency means the City of Roseville.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

A. DBEs and other small businesses are strongly encouraged to participate in the performance of agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a “Local Agency Proposer UDBE Commitment (Consultant Contract)” (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4 DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.

G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.

B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.

- Click on the link in the left menu titled *Disadvantaged Business Enterprise*
- Click on *Search for a DBE Firm* link
- Click on *Access to the DBE Query Form* located on the first line in the center of the page
- Searches can be performed by one or more criteria
- Follow instructions on the screen

C. How to Obtain a List of Certified DBEs without Internet Access

D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum

products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT “D”

STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

1. Subcontractors

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the City of Roseville (“Agency”) and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.

B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.

D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise (DBE) Participation

A. This Agreement is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. If the contract has an underutilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subconsultant, if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this

Agreement, which may result in the termination of the Professional Services Agreement or such other remedy as the recipient deems appropriate.

D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subcontractors

A. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. Upon completion of the Professional Services Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

- 1) Prior to the fifteenth of each month, the Consultant shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.
- 2) The Consultant shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification," CEM-2404(F) form provided to the Consultant by the Agency's Contract Manager.

6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT “E”

CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

EXHIBIT “F”

CERTIFICATION OF LOCAL AGENCY