

Build Up. Play Up. Work Up. Explore Up. Live Up.



November 28, 2016

Prospective Bidders

RE: Request for Proposal for Engineering Services for the CMAQ Downtown Park & Ride Facility Project

To Whom It May Concern:

The City of Tehachapi is seeking a qualified engineering firm to prepare contract documents for the construction of the CMAQ Downtown Park & Ride Facility Project.

Attached, please find a proposed scope of work with instructions as to the items required for a responsive proposal.

We appreciate your consideration of this request. Feel free to contact me by email at jschlosser@tehachapicityhall.com for questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Schlosser".

Jay Schlosser, P.E.
Development Services Director

cc: Ryan Montgomery, COT
Denise Jones, COT

**CITY OF TEHACHAPI
REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ENGINEERING SERVICES**

RESPONSES DUE:

DECEMBER 21, 2016

5:00 pm

CITY HALL ANNEX

ATTN: JAY SCHLOSSER, P.E.

117 SOUTH ROBINSON STREET

TEHACHAPI, CA 93561

A) SCOPE OF SERVICES:

The Engineering Department for the City of Tehachapi is circulating a Request for Proposal (RFP) to applicants interested in providing engineering services for the CMAQ Downtown Park & Ride Facility Project. This project is funded with Federal funds administered by Caltrans in conformance with Local Assistance Procedures and Guidelines. As a result, the City is interested in retaining a firm with established experience providing engineering services conforming to Caltrans requirements.

B) DESCRIPTION OF SERVICES:

The CMAQ Downtown Park & Ride Facility Project seeks to construct the following capital improvements:

1. A 100+ parking space parking lot on railroad property north of Tehachapi Boulevard between Mill Street and Pauley Street. The parking area is to include storm drain facilities and minor landscaping in conjunction with the proposed parking area.
2. Bus pull-out areas on both the north and south sides of Tehachapi Boulevard adjacent to the parking area. The pull-out locations are to include bus shelters and appropriate ADA facilities.
3. Basic lighting for the parking area as well as for the transit areas.
4. Internet connectivity is to be included in the transit component in order to serve security cameras as well as Kern Regional Transit passenger data boards.

The City of Tehachapi seeks a qualified consulting firm to provide complete construction contract documents for the above-noted project. Expected project components include the following deliverables:

1. Project Survey – Topographic and boundary as needed.
2. 30% Design Plans
 - a. 30% plans including primary project layout
 - b. List of expected technical specification sections using CSI format
 - c. Estimated opinion of probable cost
3. 90% Design Plans
 - a. Draft project plans
 - b. Draft project specifications
 - c. Estimated opinion of probable cost
4. Final Design Plans
 - a. 2-Full-size bond project plan sets
 - b. 1-11x17 Half-size (scaled) bond project plan set
 - c. 1-Electronic project plan set both full-size and half-size (ACAD & PDF)
 - d. Complete project specifications – electronic (PDF & Word)
 - e. Final estimated opinion of probable cost formatted as the proposed bid schedule (Excel)
5. Record drawings at project closing (PDF)

The project deliverables will be subject to review and approval from the Union Pacific, Kern Regional Transit, Caltrans, and the City of Tehachapi. Applicants are expected to understand the expected effort to accommodate all involved parties.

Attached as Appendix A is the grant application used to procure the project funds. The applicant is expected to thoroughly understand the project goals at the time a proposal is provided.

The City will host an optional pre-bid meeting to discuss the proposed project and walk the project site. The meeting will be held on **December 8, 2016 at 2:00 p.m.** at 117 S. Robinson Street, Tehachapi, CA 93561.

C) COMPENSATION FOR SERVICES:

The method of payment to be used for this contract will be based on the type of activity requested. For design phase services the method of payment will be "Time & Materials Not-to-Exceed". The City and the consultant will mutually agree upon the fee up front. The fee is not adjustable except where there is a significant change in the scope of the work, in which case the fee may be renegotiated. For construction phase services, the method of payment will be "Time & Materials Not-to-Exceed" based on a pre-determined rate schedule. The consultant is expected to produce a detailed project budget to be included in the proposal for consideration. The provided budget is expected to be sufficient to enter into a contract if selected. The City reserves the right to negotiate the contract prior to award.

D) PRE-AWARD AUDIT:

Since the maximum value of the proposed agreement will be less than \$150,000, a pre-award audit performed by Caltrans will not be required.

E) DBE REQUIREMENTS:

The City of Tehachapi has calculated a DBE goal of 0% for this contract. That said, if the consultant determines that a portion of the proposed work can be logically and efficiently subcontracted, then the consultant shall make a good faith effort to obtain DBE participation. To that end, Exhibits 10-I and 10-O1 from the Caltrans Local Assistance Procedures Manual are included for this purpose (See Appendix B). Regardless of the consultant's use of DBE's, a completed Exhibit 10-O2 (Appendix B) will be required.

F) AGREEMENT FOR SERVICES:

The successful consultant will be required to enter into a Professional Services Agreement (Agreement) with the City of Tehachapi. The Agreement will be negotiated following selection of a preferred consultant and if either party is unable to reach a consensus on the terms of the Agreement, the second ranked consultant will be approached for negotiations. By submitting a proposal, proposer agrees that the firm is willing to enter into an Agreement with the City. A copy of the proposed agreement is included as Appendix C.

G) INSURANCE REQUIREMENTS:

Insurance requirements are as delineated in the attached Agreement.

H) CONTENT OF PROPOSAL:

1. Provide a list and background of the firm’s active Principals. Identify and provide a resume for the Project Manager proposed to be assigned to the City of Tehachapi contract. The City desires a single Project Manager for the duration of the contract.
2. Provide professional certifications, registrations and credentials for the proposed engineer in responsible charge of the preparation of the contract documents.
3. Include a list and description of several relevant project designs completed by your firm for a local agency on federally funded road construction and maintenance projects.
4. Provide a detailed scope of work including a corresponding budget. The budget tasks shall align with the proposed scope of work. A labor rate sheet shall be provided with the budget with labor rates corresponding to the provided budget.
5. Provide a list of client references we may contact.
6. Provide DBE Information as discussed in Section E of this RFP.
7. Proposer may include any additional information pertinent to the proposed work effort as an appendix.

I) SELECTION PROCEDURES:

All proposals received will be reviewed by the Engineering Department. The successful firm will be selected based upon a combination of factors. An evaluation sheet will be used as part of the review and ranking process. The evaluation sheet will include the following criteria:

Criteria	Max Points
Firm & Principal Qualifications	20
Experience (including references)	30
Project Cost*	30
Use of DBE	5

Following an initial ranking of the proposals received, the City will schedule interviews of the top ranked firms. Interviews are tentatively scheduled for January 10, 2017.

Based on a review by a panel of City staff, the highest ranked firm will be invited to enter into an Agreement with the City of Tehachapi.

Note* Pursuant to Chapter 10.9 of the Local Assistance Procedures Manual, this RFP is considered a ‘Small Purchase Procedure’ and not subject to the Brooks Act. As such, price will be a consideration in our evaluation of the provided proposals.

J) SUBMITTAL AND ADDITIONAL INFORMATION:

1. All correspondence, communication and responses to this Request for Proposal shall be directed to the City Engineer:
Jay Schlosser, P.E.
City of Tehachapi, Engineering Department
117 S. Robinson St
Tehachapi, CA 93561
Phone: (661) 822-2200 Ext 115
E-mail: jschlosser@tehachapicityhall.com
2. Proposers are required to submit three (3) copies of their proposal.
3. Costs to prepare the proposals will be borne by the proposer and the proposals received shall become the property of the City, whether accepted or rejected.
4. Selection of qualified proposers will be by City procedure, consistent with applicable laws and as previously described under Section I.
5. This Request for Proposal does not constitute an offer of employment nor to contract for services. The City reserves the right to reject any and all proposals and to waive any informality, technical defect or clerical error in any proposal as the interest of the City may require.
6. All proposals shall remain valid for sixty (60) Calendar Days following the last day to receive proposals.
7. Each proposal shall be submitted in a sealed envelope or carton with the name of the firm, proposal name and closing date printed on the outside.
8. ALL RESPONSES TO THIS REQUEST FOR PROPOSAL SHALL BE RECEIVED BY THE ENGINEERING DEPARTMENT ON OR BEFORE **5:00 PM, ON WEDNESDAY, DECEMBER 21, 2016**. Responses received after this time and date will not be accepted.

APPENDIX A

**KERN COUNCIL OF GOVERNMENTS
Congestion Mitigation and Air Quality (CMAQ) Program
2015 PROJECT APPLICATION**

- (1) Is the project included in a local agency-adopted resolution supporting the project? YES NO
- (2) Does the proposed project meet basic eligibility requirements? YES NO
- (3) Project background and justification. Explain the project in terms of the existing infrastructure, its impact for service, safety or any other issue that is relevant to the project. (Attach to application)
- (4) Lead Agency: _____
- (5) Project Description: _____
- | | Funding Type | PE | R/W | Const. | Total |
|-----|--------------|----------|----------|----------|----------|
| (6) | Local | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| | Local | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| | State | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| | Federal | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
- (7) Programming Year by Phase: PE: _____ R/W: _____ Const: _____
- (8) VMT Reduction (annual miles): _____
- (9) VOC Reduction (kg/day): _____
- (10) NOx Reduction (kg/day): _____
- (11) PM₁₀ Reduction (kg/day): _____
- (12) PM_{2.5} Reduction (Kg/day): _____
- (13) CO Reduction (kg/day): _____
- (14) Cost-Effectiveness (\$/lb): _____
- (15) Describe whether and how the project provides the four *Livability* benefits (see instructions); provide no more than a half page response for each benefit. (Attach to application)
- (16) Hwy Peak Period LOS Before Project (AM/PM average): _____
- (17) Hwy Peak period LOS After Project (AM/PM average): _____
- (18) Bikeway Peak Period LOS Before Project (AM/PM average): _____
- (19) Bikeway Peak period LOS After Project (AM/PM average): _____
- (20) Pedestrian Peak period LOS Before Project (AM/PM average): _____
- (21) Pedestrian Peak period LOS After Project (AM/PM average): _____
- (22) After project Accident Rate: _____
- (23) After project Fatality Rate: _____
- (24) Avg. Accident Rate for similar facility: _____
- (25) Avg. Fatality Rate for a similar facility: _____
- (26) Is the project identified as a RACM/BACM? YES NO

**KERN COUNCIL OF GOVERNMENTS
Congestion Mitigation and Air Quality (CMAQ) Program
2015 PROJECT APPLICATION**

Application completed by:

Phone Number:

Date Completed:

E-mail:

Agency:

Address:

Send completed application electronically on CD or flash drive with transmittal letter on agency letterhead to:

Attn: Joseph Stramaglia ❖ Kern Council of Governments

1401 19th Street, Suite 300 ❖ Bakersfield, CA 93301

Kern Council of Governments
Congestion Mitigation and Air Quality (CMAQ)
2015 Project Application
City of Tehachapi Park & Ride

Project Background and Justification:

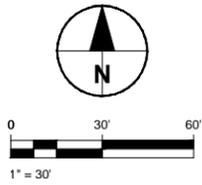
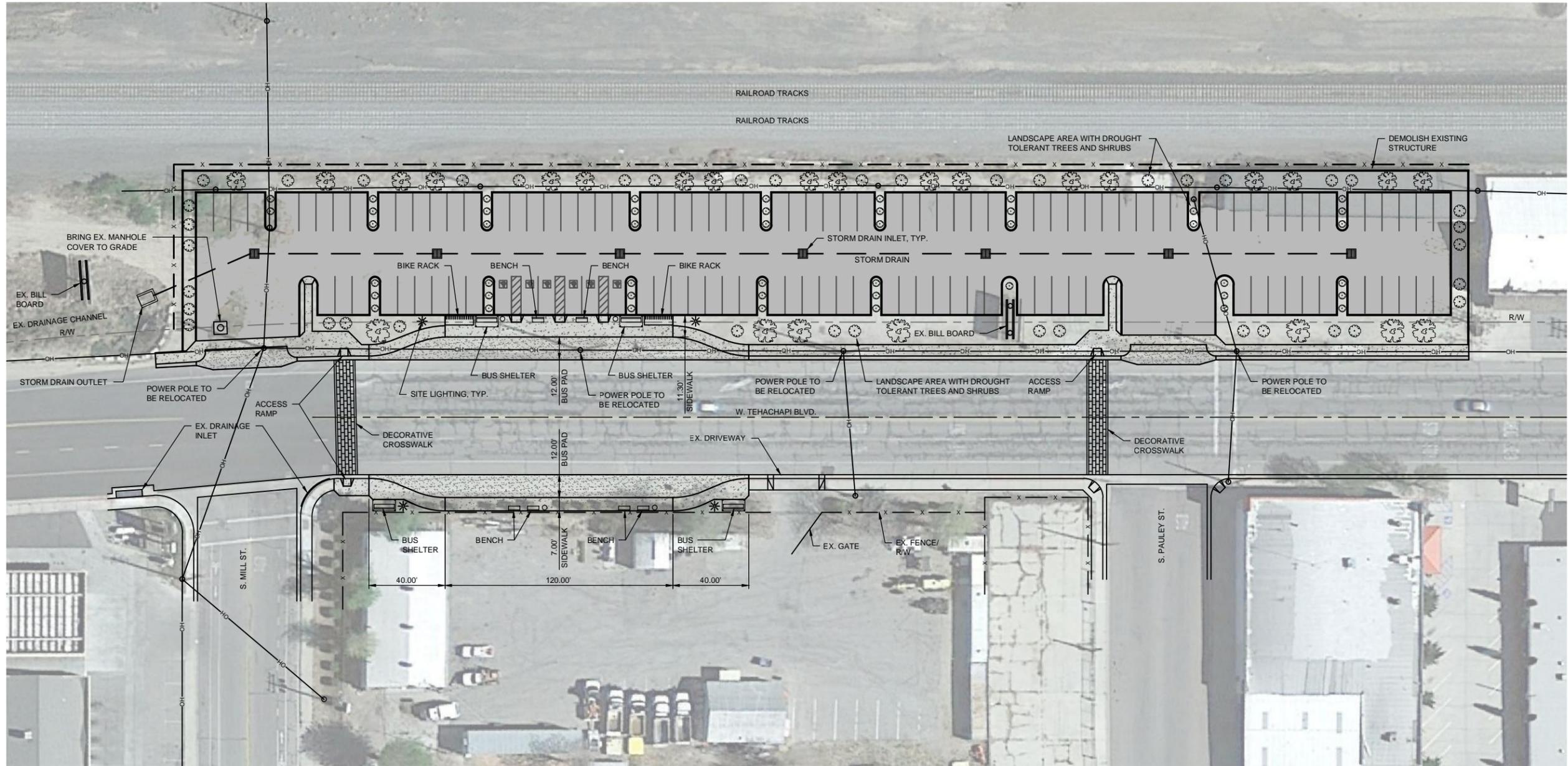
The City of Tehachapi Park & Ride and Transit Facility Project proposes to construct a parking lot with bus turnouts on Tehachapi Boulevard between Mill Street and Pauley Street. It will be located on the north side of Tehachapi Boulevard, south of the railroad tracks (east of the Antelope Run Bicycle Pedestrian Path). The primary purpose of the project is to provide a safe place for residents to park their vehicles and carpool, van pool or ride the bus to their places of work or school in Mojave, Bakersfield, Lancaster, and beyond. The location of the proposed project is in the Downtown Area of Tehachapi and is conveniently located on one of the major thoroughfares in the Tehachapi area. This location provides a strategic position to serve the entire community. Currently the City has an existing bus stop that serves Kern Regional Transit for those traveling down to Bakersfield and Lancaster. Amtrak's California Thruway Bus Connection service also utilizes the existing bus stop with service to Bakersfield, Mojave, Barstow, Las Vegas, Lancaster, Palmdale, Littlerock, and Victorville. This bus stop is currently located approximately 1/3 of a mile from the proposed project site and Kern Regional Transit has agreed to move their stop to the new site. When completed, this Park & Ride will offer the commuting residents of Tehachapi the opportunity to save gas and reduce emissions when commuting to work or to higher education institutions.

The City of Tehachapi Park & Ride and Transit Facility is a regional project that will benefit the entire Tehachapi mountain community. U.S. Census Bureau information shows that a total of 38% of Tehachapi area residents commute at least 30 minutes to their place of work with over 20% commuting over 60 minutes. Therefore, it is anticipated that this project will reduce the number of vehicle trips for those who car or van pool to work or school. Reduction in vehicle trips will both reduce congestion and emissions for those traveling on Highway 58, Tehachapi Willow Springs Road and Woodford Tehachapi Road. When this project is completed, the ability for commuters to car/van pool or utilize mass transit will result in a large reduction of the number of vehicles that must travel on these routes, and consequently will decrease congestion.

The average commute distance from the proposed Park & Ride location is estimated at about forty-five (45) miles. It is anticipated that the new Park & Ride will provide up to 120 parking spaces, security lighting, and cameras. Using the latest emission factors, it is estimated that this project would remove approximately 4,600 pounds of emissions annually over a twenty year life expectancy.

Additionally, this parking lot facility will provide a place to park vehicles after regular working hours to residents wanting to make use of the existing bike and pedestrian trail for recreational purposes.

ANSI D 22" x 34" Approved: _____ Checked: _____ Designer: _____ Project Management Initials: _____



Last saved by: GHILARDUCCI (2015-08-12) Last Plotted: 2015-08-13
 File name: S:\1086032748 - COT 2014 - 15 GENERAL SERVICES\900 CAD - GIS\0001 - PARK AND RIDE\CONCEPTUAL LAYOUT.DWG
 Printed on: Post-Consumer Recycled Content Paper

Kern Council of Governments
Congestion Mitigation and Air Quality (CMAQ)
2015 Project Application
City of Tehachapi Park & Ride

Project Livability Benefits:

(1) This project will reduce the average cost of user mobility through the creation of more convenient transportation options for travelers. The City of Tehachapi is an auto-dependent, commuter community. A large portion of the population commutes between 25 and 75 miles each way to work, school, or for shopping needs. Providing a secure, central location for parking a vehicle in order to carpool, vanpool, or ride the bus will encourage such activities. Given the relative location of Tehachapi to the neighboring metropolitan areas (Bakersfield and Lancaster), there is no doubt that carpooling, vanpooling, and mass transit are more affordable transportation methods. This project clearly achieves the goal of enhancing/reducing the average cost of user mobility. Associating the proposed Park and Ride with the Transit Facility also improves convenience to the traveler.

(2) This project improves points of modal connectivity first by being located in the center of Tehachapi's walkable Downtown. Further, the project conveniently combines a Park and Ride facility with what will become the central Transit Facility for service with Amtrak and Kern Regional Transit. This project will also encourage additional carpooling, vanpooling, and mass transit usage which will positively impact congestion on commuter routes in and out of the City.

(3) As stated above, this project encourages carpool, vanpool, and mass transit usage between the Tehachapi area and major metropolitan centers to the east and west. A large portion of the Tehachapi area population commutes out of the area for work. They also travel outside of the area for commercial shopping purposes. City Retail Leakage studies indicate that as much as 50% of the City's retail related tax revenue is 'leaked' to Bakersfield and Lancaster. This confirms that people travel out of the area to shop. As such, a project like this one will undoubtedly improve transportation between residential and commercial locations.

(4) The City currently provides dial-a-ride service. This service, along with Kern Regional Transit and Amtrak services aid the economically disabled, non-drivers, and seniors. By positioning this new Park & Ride and Transit Facility in Tehachapi's Downtown, immediately adjacent to our HUD neighborhoods, we are achieving the desired goal of making goods, commodities, and services more available.

Tehachapi Park and Ride
Preliminary Opinion of Probable Cost
(8/13/15)

Item No.	Unit	Qty.	Description	Unit Price	Total
1	LS	1	Mobilization/Demobilization	\$ 50,000	\$ 50,000
2	LS	1	Construction Surveying/Staking	\$ 12,000	\$ 12,000
3	LS	1	Clearing, Stripping, Grubbing	\$ 22,000	\$ 22,000
4	LS	1	Temporary Traffic Control	\$ 15,000	\$ 15,000
5	LF	1,125	Sawcut	\$ 3.25	\$ 3,656
6	LS	1	Misc Demo and Disposal	\$ 25,000	\$ 25,000
7	LS	1	Building Demo	\$ 50,000	\$ 50,000
8	EA	2	40-ft Wide Drive Approach	\$ 20,000	\$ 40,000
9	SF	41,000	Asphalt Paving/Agg. Base for Parking Area	\$ 9.00	\$ 369,000
10	SF	1,325	Decorative Cross Walks	\$ 35.00	\$ 46,375
11	LF	2,975	Curb (for Raised Planters/Parking)	\$ 20.00	\$ 59,500
12	LF	375	Curb and Gutter	\$ 30.00	\$ 11,250
13	CY	100	8" Reinforced Concrete Bus Pad w/ Curb	\$ 430	\$ 43,000
14	EA	7	Handicap Access Ramp	\$ 4,000	\$ 28,000
15	SF	7,070	Sidewalks	\$ 7.00	\$ 49,490
16	EA	7	Area Drain	\$ 3,500	\$ 24,500
17	LF	610	12" PVC Storm Drain	\$ 75	\$ 45,750
18	LF	770	6' Vinyl Clad Chain Link Fencing	\$ 40	\$ 30,800
19	LS	1	Lighting and Electrical	\$ 100,000	\$ 100,000
20	LS	1	Landscaping	\$ 60,000	\$ 60,000
21	EA	4	Bus Shelter	\$ 8,000	\$ 32,000
22	LS	1	IT Trip Connectivity - Smart Bus	\$ 12,000	\$ 12,000
23	EA	6	Benches	\$ 1,500	\$ 9,000
24	EA	4	Trash Receptacles	\$ 1,000	\$ 4,000
25	EA	2	Bicycle Racks	\$ 800	\$ 1,600
26	LS	1	Security Cameras	\$ 30,000	\$ 30,000
27	LS	1	Misc. Signage	\$ 5,000	\$ 5,000
28	LS	1	Parking Lot Striping	\$ 10,000	\$ 10,000
29	LS	1	Record Drawings	\$ 1,500	\$ 1,500
30	LS	1	Operations and Maintenance Manual	\$ 500	\$ 500
Subtotal					\$ 1,190,900
Contingencies (10% of Subtotal)					\$ 119,100
<u>Construction Subtotal</u>					<u>\$ 1,310,000</u>
<u>Engineering (15% of Subtotal)</u>					<u>\$ 178,635</u>
<u>Construction Admin (15% of Subtotal)</u>					<u>\$ 178,635</u>
<u>Total</u>					<u>\$ 1,488,640</u>

**City of Tehachapi
Tehachapi Park and Ride / Transit Facility
2015 CMAQ Application**

Project Description:

The City of Tehachapi is proposing to construction a park and ride facility on Tehachapi Boulevard between Mill Street and Pauley Street. The facility will boast approximately 120 parking spaces, improved pedestrian facilities, minor landscaping, and security facilities. Additionally, the proposed project will provide bus turnout / parking facilities on both side of Tehachapi Boulevard. These facilities will include bicycle parking, bus shelters, lighting, and security. These facilities are designed to accommodate increased Kern Regional Transit operations as well as accommodate Amtrak bus service to Tehachapi.

Emissions & Cost-Effectiveness Methodology:

In order to capture our emissions reduction and cost effectiveness, we utilized the "Methods to Find the Cost Effectiveness of Funding Air Quality Projects" program provided by CARB as required. We divided the project costs into two projects; one for "Operation of New Bus Service" and "Vanpools and Shuttles". We then approximated the benefits of each project and produced summary sheets from both efforts. We have aggregated the two project summaries below to calculate an overall project emission reduction and cost-effectiveness.

Emission	Auto VMT Factor		
	(16-20 years)	Auto Trip End	Bus VMT ³
ROG Factor ¹	0.119	0.462	0.01
NOx Factor ¹	0.13	0.162	0.35
PM10 Factor ²	0.094	0.004	0.01
PM2.5 Factor ¹	0.087	0.004	0.01
CO Factor ¹	1.356	3.593	0.33

Emissions Reductions:

	Pounds per Year			
	Park and Ride	Transit	Subtotal	Total
ROG	261.1	149.0	410.1	410.1
NOx	276.3	141.1	417.3	417.3
PM10	196.8	115.2	312.0	312.0
PM2.5 ⁴	182.2	106.6	288.7	202.1
CO ⁴	2,931.4	1,674.4	4,605.8	3,224.1
			Total:	4,565.6
			Total Project Cost:	\$1,667,270
			Cost Effectiveness:	\$25.56
			Total VMT Reduced:	1,508,922

Notes:

1. Taken from Table 3 of the CARB Emission Factor Tables dated May 2013
2. Taken from the 'PM10 Size Fractions Referenced to PM2.5' table dated July 2013
3. Taken from Table 1 of the CARB Emission Factor Tables dated May 2013
4. PM 2.5 and CO were added to the cost effectiveness calculation. We estimate that 70% of the VMT saved from this project are trips into the San Joaquin Valley and should be considered as credit.

OPERATION OF NEW BUS SERVICE

County: Kern

Federal Number:

Approval Date:

Caltrans DIST-EA:

Short Description: Tehachapi Transit Center

Project Scope: Transit facilities located adjacent to, and constructed with, the proposed Park and Ride facility on Tehachapi Boulevard

Project Sponsor: City of Tehachapi

Private Agency: No

CMAQ Funding: \$450,000 **Annual Auto Trips Reduced:** 3,021

Local Match: \$50,000 **Annual Auto VMT Reduced:** 558,922

Capital Recovery Factor: 0.07

Project Analysis Period: 20 years

Annual Operating Days (D): 260 days

Daily Ridership (R): 70 trips (riders) per day

Annual Bus VMT (Bus VMT): 26,000 annual miles traveled

Adjustment (A): 0.83 *This factor equals the portion of riders who are NOT vanpool dependent.*

Replaced Auto Trip Length (L): 45.00 miles in one direction of trip

Adjustment (AA): 0.80 *This factor equals the portion of riders who drive to the vanpool service.*

Auto Access Trip Length (LL): 10.00 miles in one direction of trip

<i>EMISSION</i>	Auto Trip End Factors	Auto VMT Factors	Bus VMT Factors
	ROG : 0.462 <i>grams</i>	0.119 <i>grams</i>	0.01 <i>grams</i>
	NOx : 0.162 <i>per trip</i>	0.130 <i>per mile</i>	0.35 <i>per mile</i>
	PM10 : 0.004	0.094	0.01

<i>EMISSION</i>		Pounds per Year	Kilograms per Day
REDUCTIONS:	ROG:	149	0
	NOx:	141	0
	PM10:	115	0
	Total:	405	1

COST-EFFECTIVENESS OF:	CMAQ Funds:	\$74.65 per pound	149,294 per ton
	All Funding Sources:	\$82.94 per pound	165,882 per ton

VANPOOLS AND SHUTTLES

County: Kern

Federal Number:

Approval Date:

Caltrans DIST-EA:

Short Description: Tehachapi Park and Ride

Project Scope: Construct 119-space Park and Ride in Downtown Tehachapi with enhanced bus parking, loading, and unloading facilities to be used as regional multi-modal transit facility.

Project Sponsor: City of Tehachapi

Private Agency: No

CMAQ Funding:	\$1,025,033	Annual Auto Trips Reduced:	11,875
Local Match:	\$142,237	Annual Auto VMT Reduced:	950,000
Capital Recovery Factor:	0.07		
Project Analysis Period:	20	years	
Annual Operating Days (D):	250	days	
Daily Ridership (R):	190	trips (riders)/day	
Annual Van VMT:	0	annual miles traveled	
Adjustment (A):	0.50	<i>This factor equals the portion of riders who are NOT vanpool-dependent.</i>	
Replaced Auto Trip Length (L):	45.00	miles in one direction of trip	
Adjustment (AA):	0.50	<i>This factor equals the portion of riders who drive to the vanpool service.</i>	
Auto Access Trip Length (LL):	10.00	miles in one direction of trip	

EMISSION FACTORS:	Auto Trip End Factors	Auto VMT Factors	VanVMT Factors
ROG :	0.462 <i>grams per trip</i>	0.119 <i>grams per mile</i>	0.00 <i>grams per mile</i>
NOx :	0.162 <i>grams per trip</i>	0.130 <i>grams per mile</i>	0.00 <i>grams per mile</i>
PM10 :	0.004 <i>grams per trip</i>	0.094 <i>grams per mile</i>	0.00 <i>grams per mile</i>

EMISSION REDUCTIONS:	Pounds per Year	Kilograms per Day
ROG:	261	0
NOx:	276	0
PM10:	197	0
Total:	734	1

COST-EFFECTIVENESS OF:

CMAQ Funds:	\$93.85 per pound	187,694 per ton
All Funding Sources:	\$106.87 per pound	213,739 per ton

RESOLUTION NO. 52-15

**AUTHORIZING THE FILING OF AN APPLICATION FOR 2015
CONGESTION MITIGATION AND AIR QUALITY PROGRAM
FUNDING AND COMMITTING THE NECESSARY LOCAL
MATCH AND STATING THE ASSURANCE TO COMPLETE
THE PROJECT**

The City of Tehachapi (herein referred to as APPLICANT) is submitting an application to the Kern Council of Governments (Kern COG) for \$1,490,000 in funding from the Congestion Mitigation and Air Quality program for the Tehachapi Park & Ride and Transit Facility (herein referred to as PROJECT); and

APPLICANT has the financial capacity to complete, operate and maintain the project; and

APPLICANT will ensure that funds required from other sources will be reasonably expected to be available on the time frame needed to carry out the project; and

APPLICANT is authorized to execute and file an application for funding the PROJECT under the Congestion Mitigation and Air Quality Program; and

APPLICANT, by adopting this resolution, does hereby state that:

1. APPLICANT will provide \$172,393 in local matching funds; and
2. APPLICANT understands that the Congestion Mitigation and Air Quality Program funding for the project is fixed at the approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases

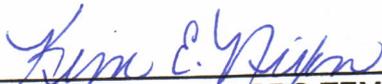
to be funded with additional Congestion Mitigation and Air Quality Program funding; and

3. APPLICANT understands the funding deadlines associated with these funds and will comply with the program implementation procedures described in Chapter 2 of the Kern COG Project Delivery Policies and Procedures manual; and
4. PROJECT will be implemented as described in the complete application and in this resolution and, if approved, for the amount programmed in the FTIP; and
5. APPLICANT and the PROJECT will comply with the requirements as set forth in the program; and

APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with Kern COG for Congestion Mitigation and Air Quality Program funding for the PROJECT as referenced in this resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 17th day of August, 2015.

AYES: NIXON, GRIMES, SMITH, WAHLSTROM _____
NOES: NONE _____
ABSENT: WIGGINS _____
ABSTAIN: NONE _____



KIM NIXON, MAYOR PRO TEM
City of Tehachapi, California

ATTEST:

Tori Marsh

TORI MARSH, CITY CLERK
City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on August 17, 2015.

Tori Marsh

TORI MARSH, CITY CLERK
City of Tehachapi, California

Jay Schlosser

From: Raquel Pacheco <RPacheco@kerncog.org>
Sent: Tuesday, August 25, 2015 1:59 PM
To: Jay Schlosser
Subject: RE: CMAQ Voicemail

Good day:

Since you already have an approved resolution for the CMAQ application, please provide a copy of that resolution with your application. The City of Tehachapi does NOT need to hold a special meeting to revise the resolution. The City of Tehachapi can revise the resolution as part of a regularly scheduled council meeting.

Please add this email to your application package.

Thank you

Raquel Pacheco, Regional Planner
Kern Council of Governments
1401 19th Street, Suite 300
Bakersfield, CA 93301
661-861-2191

From: Jay Schlosser [<mailto:jschlosser@tehachapicityhall.com>]
Sent: Tuesday, August 25, 2015 1:05 PM
To: Raquel Pacheco <RPacheco@kerncog.org>
Subject: CMAQ Voicemail

Never mind, we have decided to set a special meeting for 8/31/15. Our resolutions will be in order and on time. Thanks for your time!

John (Jay) H. Schlosser, P.E.
Development Services Director
City of Tehachapi
Office: 661-822-2200 ext 115



APPENDIX B

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of _____%

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

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, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- 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 Contracts 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 Consultant must 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 must 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 DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must 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. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. 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 consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE 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 DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, 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 subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

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.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
 - 2. Click on Search for a DBE Firm link;
 - 3. 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.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE 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 Contract 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 Contract 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 DBE 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 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		
_____ 20. Local Agency Representative's Signature 21. Date		_____ 12. Preparer's Signature 13. Date	
_____ 22. Local Agency Representative's Name 23. Phone		_____ 14. Preparer's Name 15. Phone	
_____ 24. Local Agency Representative's Title		_____ 16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENTCONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
_____ 23. Local Agency Representative's Signature		_____ 24. Date	_____ 15. Preparer's Signature
_____ 25. Local Agency Representative's Name		_____ 26. Phone	_____ 16. Date
_____ 27. Local Agency Representative's Title			_____ 17. Preparer's Name
			_____ 18. Phone
			_____ 19. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

APPENDIX C

AGREEMENT

THIS AGREEMENT (the "Agreement") made this _____ day of _____, _____, by and between the CITY OF TEHACHAPI ("City") and _____ (the "Engineer"),

W I T N E S S E T H:

WHEREAS, City wishes to _____

(the "Project"); and

WHEREAS, City wishes to utilize the services of Engineer in the Project (the "Services") under the terms and conditions described hereinafter and Engineer is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim. The parties further incorporate the "Addendum to Engineering Services Agreement" attached hereto and by this reference made a part hereof.
2. City hereby contracts with Engineer to perform the Services under the terms and conditions described hereinafter.
3. City shall pay Engineer on a "time and materials" basis but not to exceed \$_____ (the "Fee"). As used herein, "time and materials" shall mean the number of hours devoted by Engineer to the Services charged at the rate set forth in the Engineer's rate schedule attached hereto as Exhibit "B" and by this reference made a part hereof and including all reasonable costs incurred by Engineer. Engineer shall submit invoices not more often than monthly which shall describe the Services that were performed and such other information as may be required by the City Manager or his designated representative. The City Manager or his representative shall have the right of reasonable review of each invoice and, at the conclusion of the review, the City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of each such invoice by the City

Council, same shall be paid in the regular cycle of payments made by City for other bills and claims.

4. Engineer shall complete the Services within _____ days from the date of this Agreement. During the term of this Agreement, Engineer shall not provide engineering services within the City to any entity or individual other than City without the prior written consent of the City. Engineer shall not assign its interest herein or any part thereof and any attempted assignment shall be void.

5. Engineer hereby agrees to indemnify, defend and hold harmless City, its officers, Councilpersons, employees, and agents from any and all claims, liabilities, expenses, and damages, including attorney's fees, for injury to or death of any person, and for damage to any property including without limitation, City's property, arising out of or in any way connected with Engineer's performance of the Services or by any act or omission by Engineer whether directly or indirectly related to performance of the Services.

6. Without limiting Engineer's obligations under Paragraph 5 of this Agreement, Engineer shall obtain and maintain during the life of this Agreement:

(a) Comprehensive general liability insurance coverage, including premises – operations, products/completed operations, broad form property damage and blanket contractual liability, in an amount not less than \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles;

(b) Professional/negligent acts, errors and omissions insurance satisfactory to the City's Attorney in an amount not less than \$1,000,000.00; and

(c) Such workers compensation insurance as required by statute.

Engineer shall provide City with appropriate certificates of insurance and endorsements for all of the foregoing. For the general liability insurance, Engineer shall name City, its officers, Councilpersons, Commissioners, employees, and agents as additional insureds and specifically designate such insurance as "primary" and provide further that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

7. Information, data, plans and specifications, engineer's estimates, and all other project documents drafted or created by Engineer or on behalf of Engineer for City shall belong to City and Engineer hereby assigns all of its copyright interests therein to City, irrevocably and forever and agrees that City shall be the owner of all such copyrights. All of the foregoing documents hereafter prepared by Engineer for City or on behalf of Engineer for City shall be retained and maintained for City by Engineer in its offices at no additional cost to City. Engineer shall release all such files

and documents as instructed by City from time to time, and all such files and documents shall belong to City. Engineer shall not be liable for use of any such files or documents for purposes other than their original intended purpose.

8. City may terminate this Agreement at any time by giving Engineer ten (10) days prior written notice, provided that in such event Engineer shall be entitled to payment for those Services rendered through the date of termination, provided satisfactory to City. Notwithstanding the foregoing, City may terminate this Agreement at any time for cause without notice and in that event Engineer shall not be entitled to any payment for unpaid Services.

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or if faxed or sent by electronic mail ("email") or when deposited in the United States mail, postage prepaid, first class, addressed as follows: If to City, City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax – (661) 822-2197, Email - ggarrett@tehachapicityhall.com; or if to Engineer, _____, _____, Fax – (____) _____, Email - _____ . Any party may change its address or fax number by giving notice to the other party in the manner herein described.

10. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

13. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

14. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and actual costs.

15. This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached with the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.

16. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

17. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

18. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

19. City and Engineer each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

20. The remedies for either party described herein shall be cumulative and in addition to any other remedies available to the parties at law or in equity.

21. Engineer is an independent Engineer under this Agreement and is not an agent or employee of City. As such, Engineer is not entitled to participate in any plans, arrangements, or distributions that City may now or hereafter have, including, without limitation, retirement plans, health care or similar benefits for regular employees.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

_____, Mayor, City of
Tehachapi, California, "City"

"Engineer"

**ADDENDUM TO
ENGINEERING SERVICES AGREEMENT**

Addendum to Engineering Services Agreement dated _____, 20____, by and between the City of Tehachapi ("City") and _____ ("Engineer").

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

Engineers must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, ENGINEER must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, ENGINEER must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met. A DBE may be terminated only with written approval by CITY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting CITY's consent for the proposed termination, the Engineer must meet the procedural requirements specified in 49 CFR 26.53(f).

2. COST PRINCIPLES

- A. ENGINEER 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 cost allow ability of individual items.
- B. ENGINEER 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.
- C. Any costs for which payment has been made to ENGINEER that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by ENGINEER to CITY.

3. DISPUTES

- A. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, ENGINEER may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

4. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, ENGINEER may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute nor its consideration by CITY will excuse ENGINEER from full and timely performance, in accordance with the terms of this contract.
- D. ENGINEER and subEngineers' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is ENGINEER's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by ENGINEER and approved by CITY contract manager to conform to the audit or review recommendations. ENGINEER agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by CITY at its sole discretion. Refusal by ENGINEER to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

5. SUBCONTRACTING

- A. ENGINEER shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subEngineers.
- C. Any substitution of subEngineers must be approved in writing by CITY's Contract Administrator prior to the start of work by the subEngineer.

6. EQUIPMENT PURCHASE

- A. Prior authorization in writing, by CITY's Contract Administrator shall be required before ENGINEER enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or ENGINEER services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in ENGINEER's Cost Proposal and exceeding \$5,000 prior authorization by CITY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following:
"ENGINEER shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, ENGINEER may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable

at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market value shall be determined at ENGINEER's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and ENGINEER, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

D. All subcontracts in excess \$25,000 shall contain the above provisions.

7. SAFETY

- A. ENGINEER shall comply with OSHA regulations applicable to ENGINEER regarding necessary safety equipment or procedures. ENGINEER shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, CITY has determined that such areas are within the limits of the project and are open to public traffic. ENGINEER shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. ENGINEER shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

8. 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 ENGINEER in order to carry out this contract, shall be protected by ENGINEER from unauthorized use and disclosure.
- B. All information related to the construction estimate is confidential, and shall not be disclosed by ENGINEER to any entity other than CITY.

9. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, ENGINEER hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ENGINEER within the immediately preceding two-year period, because of ENGINEER's failure to comply with an order of a federal court that orders ENGINEER to comply with an order of the National Labor Relations Board.

10. EVALUATION OF ENGINEER

ENGINEER's performance will be evaluated by CITY. A copy of the evaluation will be sent to ENGINEER for comments. The evaluation together with the comments shall be retained as part of the contract record.

11. STATEMENT OF COMPLIANCE

ENGINEER’s signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that ENGINEER has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

12. DEBARMENT AND SUSPENSION CERTIFICATION

- A. ENGINEER’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that ENGINEER has complied with Title 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)”, which certifies that he/she 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.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining ENGINEER responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

13. STATE PREVAILING WAGE RATES

- A. ENGINEER shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

Note: The Federal “Payment of Predetermined Minimum Wage” applies only to federal-aid construction contracts.

14. CONFLICT OF INTEREST

- A. ENGINEER shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. ENGINEER shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. ENGINEER hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. ENGINEER hereby certifies that neither ENGINEER, nor any firm affiliated with ENGINEER will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subEngineers whose services are limited to providing surveying or materials testing information, no subEngineer who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

15. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

ENGINEER warrants that this contract 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 the contract 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.

16. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. ENGINEER certifies to the best of his or her knowledge and belief that:
 - i. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of ENGINEER 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.
 - ii. 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; ENGINEER 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, Title 31, US. 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. ENGINEER also agrees by signing this document that he or 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.

17. CONFLICT WITH ENGINEERING SERVICES AGREEMENT

In the event of a conflict between the terms in the Engineering Services Agreement and the terms in this Addendum, the terms in this Addendum shall prevail.

EXHIBIT "A"
[Scope of Services]

EXHIBIT "B"
[Rates Schedule]