

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

RESPONSES DUE:

MAY 11, 2021

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 material testing services for the ATP Snyder Avenue Gap Closure Project. This project is funded with State 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:

ATP Snyder Avenue Gap Closure project seeks to construct the following capital improvements:

Installation of new curb, gutter, sidewalk, and improving pedestrian crossings at intersections along Snyder Avenue with a purpose of closing gaps in active transportation facilities.

The consultant's Project Engineer shall be a registered Geotechnical Engineer or a Civil Engineer with experience in soils engineering. The work to be provided by the consultant includes, but may not be limited to, the following:

- 1) Supply all equipment and labor to perform soil sampling and laboratory testing during project construction phase activities in order to provide material quality assurance for transportation projects in conformance with the City of Tehachapi's adopted Quality Assurance Plan (QAP) which is attached hereto (Appendix A). Common tasks include proctor sampling/testing, compaction testing, concrete compression sampling/testing, and general troubleshooting.
- 2) The winning firm will be required to provide proof of certification, for each project, for each individual employed by the Agreement explicitly showing compliance with the City QAP. Furthermore, in compliance with the City's QAP, the consultant shall provide all resources needed under the Independent Assurance Program. IA compliance testing must be performed by an employee not involved in the Acceptance Testing component of the QAP.

C) COMPENSATION FOR SERVICES:

The method of payment will be based on a pre-determined rate schedule. Typical items on the rate schedule will be hourly wage rates and rates per material test. The consultant and the City will agree upon a not-to-exceed budget per project supplement agreement and the consultant will be entitled to compensation up to the budget amount expended based on the rates agreed upon.

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 before final execution of an agreement with the selected consultant.

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 B.

G) INSURANCE REQUIREMENTS:

Insurance requirements will be agreed upon during negotiations for the Agreement.

H) CONTENT OF PROPOSAL:

1. Provide a brief history of your firm’s background and services. Include 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 geotechnical engineering investigation reports.
3. Provide a certification that your firm can supply qualified individual(s) to perform all the tests listed in the QAP attached in Appendix A from a staff within 100 miles of the City of Tehachapi.
4. Provide rates and fees for work.
5. Provide a list of client references we may contact.
6. Proposer may include any additional information pertinent to the proposed work effort.
7. The proposal should not exceed 4 pages excluding appendices.

I) NON-DISCRIMINATION CLAUSE

To provide equal opportunity and advancement opportunities to all individuals, employment decisions at the City of Tehachapi will be based upon merit, qualifications, and abilities. The City of Tehachapi does not discriminate against any individual or firm because of race, religion, sex, color, age, disability, or national origin, genetic disposition, or any other characteristic protected by law.

J) 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	35
Experience (including references)	35
Fee Schedule & NTE Cost	30

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.

K) RFP PROCUREMENT SCHEDULE

Day/Date	Description
Tuesday, April 27, 2021	RFP will be ready for release to city website. RFPs available to Consultants via email.
Tuesday, May 11, 2021	RFP responses must be received by the City of Tehachapi. Respondents assume the risk of the method of dispatch chosen. The City of Tehachapi assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of proposals. Proposals may be submitted via email by the due date. Proposals shall not be delivered by facsimile transmission.
Wednesday, May 12, 2021	Consultants' responses will be analyzed and scored by the evaluation team.
Wednesday, May 12, 2021	A decision is made as to which Consultant will be finalist(s). All Consultants will be notified of the City's decision and requests for additional information will be made at this time, if needed.
Monday, May 17, 2021	Recommendation to City Council of award to apparent successful Consultant, subject to successful negotiation of terms and conditions.

K) SUBMITTAL AND ADDITIONAL INFORMATION:

1. All correspondence, communication and responses to this Request for Proposal shall be directed to the Director:
 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 of preparation of 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 Selection Procedures.

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 TUESDAY, MAY 11, 2021**. Responses received after this time and date will not be accepted.

QUALITY ASSURANCE PROGRAM (QAP)

AGENCY: City of Tehachapi

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications and/or City of Tehachapi Subdivision and Development Standards. This program should be updated every five years or more frequently if there are changes in the testing or testing frequencies. To accomplish this purpose, the following terms and definitions will be used:

DEFINITION OF TERMS

- Acceptance Testing (AT) - Sampling and testing, or inspection, to determine the degree of compliance with contract specifications and/or City of Tehachapi Subdivision and Development Standards.
- Independent Assurance Program (IAP) - Verification that AT is being performed correctly and accurately by qualified testers and laboratories.
- Quality Assurance Program (QAP) - A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications and/or City of Tehachapi Subdivision and Development Standards. The main elements of a QAP are the AT and IAP.
- Source Inspection - AT of manufactured and prefabricated products and materials at locations other than the job site, generally at the location of manufacturing.

MATERIALS LABORATORY

The City of Tehachapi will use a private consultant's materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of the QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

- 1 Correlation Testing Program - The materials laboratory shall be a participant in the following testing programs:
 - a. AASHTO Materials Reference Laboratory (AMRL)
 - b. Cement and Concrete Reference Laboratory (CCRL)
 - c. Caltrans' Reference Samples Program (RSP)
- 2 Certification of Personnel - The materials laboratory shall employ personnel who are certified by one or more of the following:
 - a. Caltrans District Materials Engineer
 - b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
 - c. Other recognized organizations approved by the State of California and/or recognized by local governments or private associations.
- 3 Laboratory and Testing Equipment - The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration.

ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications and/or City of Tehachapi Subdivision and Development Standards.

Testing methods will be in accordance with a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications and/or City of Tehachapi Subdivision and Development Standards. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Attachment 111 ("Material Acceptance Sampling and Frequency Testing" of the QAP Manual).

INDEPENDENT ASSURANCE PROGRAM (IAP)

IAP shall be provided by personnel from the consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed correctly and accurately and that all testing equipment is in good condition and properly calibrated.

IAP shall be performed on each type of material test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the City of Tehachapi. IAP samples and tests are not to be used for determining compliance with contract requirements and/or City of Tehachapi Subdivision and Development Standards. Compliance with contract requirements is determined only by AT.

REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

- When materials are sampled at the job site, test results for relative compaction and maximum density should be submitted to the Resident Engineer or his/her representative within 24 hours after sampling.
- When concretes are sampled at the job site:
 1. Test results for both 7-day and 28-day compressive strengths should be submitted to the Resident Engineer or his/her representative within 72 hours after testing is performed.
 2. Test results for slump testing and air content should be submitted to the Resident Engineer or his/her representative within 24 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall vary with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results shall be done on an expedited basis such as by fax or email.

TESTING OF MANUFACTURED MATERIALS

During the design phase of the project, the Project Engineer may submit a "Source Inspection Request", (Exhibit 16-V of the LAPM), to Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. All certificates of compliance shall conform to the requirements of the contract specifications and/or City of Tehachapi Subdivision and Development Standards.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

PROJECT CLARIFICATION

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer. The City of Tehachapi shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the City's construction records. The Resident Engineer in charge of the construction function for the City shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders.

RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. For a Federal-aid project:

- The files shall be organized in a manner similar to that found in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

APPROVED BY:

Name: 

Date: 6-29-16

CE#, Expiration: 65403 exp. 9/30/17

Title: CITY ENGINEER

Tehachapi
City/County

Appendix 1

Material Acceptance Sampling and Frequency Testing

GENERAL CONCRETE

<u>Material or Product</u>	<u>Sampling/Test</u>	<u>Testing Standard</u>	<u>Sample / Testing Frequency</u>
Concrete	Sampling	ASTM C31	Per Resident Engineer / 4 cylinders per 50 yds ³
Concrete	Strength Testing	ASTM C39	Per Resident Engineer / 4 cylinders per 50 yds ³
Concrete	Slump Testing	ASTM C143	At Strength Testing and As Required for Consistency
Concrete	Air Content Testing	ASTM C231	At Strength Testing and As Required for Consistency

EARTHWORK & SOILS

<u>Material or Product</u>	<u>Sampling/Test</u>	<u>Testing Standard</u>	<u>Sample / Testing Frequency</u>
Soil	In Place Density Testing	ASTM D1556 or D6938	Once Per Each Soil Type Encountered
Soil	Moisture/Density	ASTM D1557 or D698	Once Per Each Soil Type Encountered
Cohesionless Soil	Relative Density Testing	ASTM D4253, D4254	As Determined by Resident Engineer

ASPHALT CONCRETE AND AGGREGATE BASE

<u>Material or Product</u>	<u>Sampling/Test</u>	<u>Testing Standard</u>	<u>Sample / Testing Frequency</u>
Asphalt Concrete	In Place Density	ASTM D204/CT308	Per Resident Engineer / Once per 4 Hours of Production
Aggregate Base	Moisture/Density	ASTM D1557 or D698	Per Resident Engineer / Once per 4 Hours of Production
Aggregate Base	In Place Density Testing	ASTM D1556 or D6938	Per Resident Engineer / Once per 4 Hours of Production

MATERIAL ACCEPTED BY MANUFACTURER'S CERTIFICATE OF COMPLIANCE

<u>Material or Product</u>	<u>Material Standard</u>	<u>Description or Comments</u>
Reinforcing Steel	ASTM A615 or A706	
Wire Reinforcing	ASTM A185	
Joint Sealant	ASTM C920	
Cement	ASTM C150	
Aggregates	ASTM C33	
Admixtures	ASTM C260	Air-Entraining Admixture for Concrete Mixes
Admixtures	ASTM C494	Water-Reducing Admixture for Concrete Mixes
Admixtures	ASTM C618	Mineral Admixture (Fly Ash) for Concrete Mixes
Grout	ASTM C1107	
Curing Compound	ASTM C309	
Brick	ASTM C216	
CMU	ASTM C90	
Mortar	ASTM C270	
Asphalt Binder	CT 368	
Aggregate	CT 202	
Asphalt Mixture	CT 367	
VCP	ASTM C700	
Plastic Pipe, Sewer	ASTM D3034.F679	
Plastic Pipe, Water	ASTM D1784	
Gravel/Rock	ASTM D1556, D2167, D3744	

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT made this ___ day of _____, 20___, by and between the CITY OF TEHACHAPI, a municipal corporation (the "City"), and _____ (the "Engineer").

W I T N E S S E T H :

WHEREAS, City wishes to contract with Engineer to provide those professional services relating to the City's ATP Snyder Avenue Gap Closure Project as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("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.
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 as approved by the City Manager. Engineer shall submit invoices no 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/weeks] 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 million; 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 Engineer's default or nonperformance under this Agreement without notice and in that event Engineer shall not be entitled to payment for unpaid Services which are the subject of the default or nonperformance.

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 when sent by facsimile transmission or when 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. A facsimile or electronic copy of this Agreement shall be as effective as the original for all purposes.

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 shall pay, and shall require subcontractors to pay, employees a salary or

wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to the Services. In accordance with Section 1775 of the California Labor Code, Engineer shall pay such penalties and incur such costs as described therein and as are more particularly determined by the Labor Commissioner, in the event of any violation of the foregoing requirement. In addition to the foregoing, Engineer and subcontractor shall pay to workmen employed in performance of the Services no less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the Labor Code. Copies of the prevailing rate of per diem wages are on file at City's principal office and are available for examination by any interested party on request, during normal business hours. Engineer shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by Engineer hereunder.

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

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

"Engineer"

EXHIBIT "A"
[Scope of Services]

EXHIBIT "B"
[Rates Schedule]