



Public Notice

TO: Qualified Geotechnical Engineering Firms

DATE: April 24, 2017

SUBJECT: Request for Qualifications - On-Call Materials Sampling/Testing and Geotechnical Engineering Services

I. GENERAL INFORMATION

- A. The City of Winters is soliciting Statements of Qualifications (SOQs) from qualified firms that may lead to the award of a contract for On-Call Materials Sampling/Testing and Geotechnical Engineering Services associated with City Capital Projects and Private Development Projects, at various locations within the City of Winters in Yolo County, CA. In submitting your Statement of Qualification (SOQ), you shall comply with the instructions found herein.
 - B. The Request for Qualification (RFQ) packet can be obtained at no cost on the City's website, at www.cityofwinters.org, under the "Public Works" section under "RFQs". It is the respondent's responsibility to print the documents.
 - C. Submit all questions concerning this RFQ in writing via email to Nellie Sperka by 5:00 p.m. May 10, 2017 (nellie.sperka@ponticelloinc.com). Answers to submitted questions will be posted on the City's website by 5:00 p.m. on May 12, 2017, under the "Public Works" section under "RFQs". Consultants contacting the City directly seeking information about this RFQ may jeopardize the integrity of the selection process and risk possible disqualification. Any oral communication between the City and Consultant submitting an SOQ is not binding and will not modify the RFQ in any way.
 - D. The estimated contract term is 3 years, beginning approximately July 18, 2017.
 - E. The estimated contract amount shall not exceed \$50,000. State prevailing wage rates apply to portions of the work. This requirement will be included in the contract.
 - F. This RFQ is not an offer to contract, and does not commit the City of Winters to pay any costs incurred in the preparation and presentation of submittals and interviews, or to select any interested firm, which responds. The City does not guarantee, either expressly or by implication that any work or services will be required under any contract issued as a result of this RFQ.
 - G. The City reserves the right to reject any and all submittals and to waive any informality, technical defect or clerical error. The SOQ will become part of the contract for furnishing the services. Proposers are bound by the responses contained in their SOQ. SOQs shall be submitted at each firm's own risk. If any errors exist in a submittal and the firm fails to notify the City prior to the
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deadline for submission, the firm shall not be entitled to additional compensation as a result of any errors or later corrections.

II. SCHEDULE FOR CONSULTANT SELECTION

April 24, 2017	Issue Notice to list of Consultants
May 10, 2017	RFI deadline
May 19, 2017	SOQs due to City
May 31, 2017	Complete review of SOQs
June 1, 2017	Develop final ranking and notify Consultants
June 23, 2017	Deadline to negotiate contract
July 18, 2017	Council Contract award

III. SCOPE OF WORK/DELIVERABLES

The work to be performed for this RFQ is described in the Scope of Services incorporated as Attachment 1, although additional work may be requested.

IV. SUBMISSION OF STATEMENTS OF QUALIFICATIONS (SOQs)

- A. SOQs must be prepared in accordance with Attachment 2 "SOQ CONTENT AND FORMAT."
- B. SOQ package submittal instructions:
 1. Four (4) copies of the SOQ containing all the indicated information plus one original copy of the fee schedule in a **separate sealed envelope** shall be submitted. Faxed or electronic copies will not be accepted. Submissions will be accepted until **3:00 p.m. on May 19, 2017** and must be directed to:

City of Winters
318 First Street
Winters, CA 95694
Attention: City Clerk
 2. The SOQs must be submitted in a sealed package labeled as follows:
 - "SOQ for On-Call Materials Sampling/Testing and Geotechnical Engineering Services"
 - "Submittal deadline May 19, 2017"
 - "DO NOT OPEN"
 3. SOQ submittals will be considered non-responsive if all copies are not received in the specified location by the date and time specified in this RFQ.

List of Attachments:

Attachment 1- Sample Scope of Services

Attachment 2- SOQ Content and Format

Attachment 3- Selection Criteria

Attachment 4- Sample Consultant Agreement

Attachment 5- Quality Assurance Program (Available Upon Request)

ATTACHMENT 1

SAMPLE SCOPE OF SERVICES

A. PURPOSE OF WORK

The City undertakes a limited number of private development and/or capital road improvement projects each year, using a variety of private, local, state and federal funding sources. Because the City does not have the in-house facilities or staff to complete the following services, the successful firm will have the capability to perform professional and technical services required to support the City in the development and construction of projects, on an “as-needed” basis.

The on-call quality assurance material testing work consists, in general, of performing Caltrans standard field and laboratory testing to evaluate the construction contractor’s compliance with the project specifications.

The on-call road structure evaluation and design work consists, in general, of performing field and laboratory testing necessary to evaluate the remaining service life of an existing road’s structural section. The results of this work may be used by City staff in pavement design work. If specialized geotechnical analysis is requested by the City, this work may also include the preparation of a design report by a licensed geotechnical or civil engineer, with recommendations for rehabilitation alternatives.

Other geotechnical, design, and construction assistance services related to the tasks described above may also be required, as agreed to in writing by the City Engineer.

B. LOCATION OF WORK

Field work will be performed at various construction sites in the City, or material supply sites throughout the region. Laboratory testing will be performed at the consultant’s facilities.

C. REQUIRED SERVICES

All work under this task shall be performed in accordance with the directives given by the City Contract Administrator, or designee.

For each project where services under this contract are required, the City will issue a Work Order (WO) and shall request that the consultant prepare a Proposal. The Contract Administrator shall confer with the consultant to identify and refine the scope of services required. The Proposal shall detail the tasks required for a particular project, the schedule, and projected costs. The costs will be based on the specified rates of compensation in the contract. The City Contract Administrator shall confer with the consultant to establish the maximum fee, including expenses, for the specific project, and to establish the completion date. The consultant will only perform work that is assigned in an authorized WO, and award of a contract does not guarantee that any WO will be issued. Work shall not begin until a WO has been approved by the City Contract Administrator and/or City Engineer.

TASK 1 – ON-CALL QUALITY ASSURANCE TESTING SERVICES

a. Quality assurance materials sampling and testing work consists of performing Caltrans or ASTM test methods to evaluate a construction contractor's compliance with the project specifications.

b. The range of tests that may be required for the City's projects, typically include one or more of the following:

Direct Shear Test (at Natural Moisture--One Point)

Direct Shear Test (Saturated and Consolidated--One Point)

Direct Shear Test (Remolded, Saturated and Consolidated--Three Points)

Consolidation Test (Without Rate Data)

Consolidation Test-Rate Data on Single Load Increment

Unconfined Compression Test (Tube Samples)

Unit Dry Weight-Moisture Content (Undisturbed Samples)

Moisture Content

Specific Gravity - Fine Grain (ASTM D854)

Specific Gravity - Bulk Soils (ASTM C97)

Maximum Dry Density-Optimum Moisture (AASHTO T-99, ASTM D698)

Maximum Dry Density-Optimum Moisture (AASHTO T-180, ASTM D1557)

Maximum Dry Density-Optimum Moisture (CTM 216)

Grain Size Analysis (ASTM C136)

Grain Size Analysis-Wet Sieve (Coarse or Fine Series - CTM 202)

Wash-Minus 200 Sieve (ASTM D1140)

Hydrometer Grain Size Analysis (ASTM D422)

Sand Equivalent (CTM 217)

Plasticity Index (Includes Liquid & Plastic Limits - ASTM D4318)

Shrinkage Limit

Expansion Test (Undisturbed Samples)

Expansion Index Test (Remolded - UBC 29-2)

Corrosivity Test (pH/Minimum Resistivity - CTM 643)

Corrosivity Test (CTM 532)

Resistance Value (CTM 301)

Los Angeles Abrasion Test

Durability Index (Coarse and Fine - CTM 229F)

Triaxial Compression (Unconsolidated, Undrained)

Triaxial Compression (Consolidated, Undrained)

Permeability (Fixed Wall)

Permeability (Flexible Wall)
Concrete Cylinder Compression (Break or Hold)
Compressive Strength, Cast Cylinders (C39)
Compressive Strength, Cores (C42)
Sodium/Magnesium Sulfate Soundness (ASTM D5240)
Stabilometer Value (CTM366)
Bitumen Content, Ignition Furnace (CTM310, CTM382)
Bitumen Content (ASTM D2172)
Unit Weight of Compacted Asphalt (ASTM D2726)
Marshall Compaction, set of 3 (ASTM D1559)
Marshall Flow and Stability, per point (ASTM D1559)
Maximum Theoretical Specific Gravity (ASTM D2041)
Moisture Content of Soil and Rock by Mass (ASTM D2216)
Percentage of Crushed Particles (CT 205)
L.A. Rattler (CT 211)
Bulk Specific Gravity and Density (CT 308)
Theoretical Maximum Specific Gravity and Density (CT 309)
Field Compaction Testing (CT 375)
Method of Tests for Mechanical and Welded Reinforcing Steel Splices (CT 670)
Full Depth Recycling Strength Testing
AWS Certified Welding Inspector (CWI)
Nondestructive Testing (NDT) Technician certified in conformance with the requirements of the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A

Deliverables:

As agreed upon by the City and consultant in a WO for each project.

Schedule:

As agreed upon by the City and consultant in a WO for each project.

Method of Payment:

Since material sampling and testing is an item of work, which is similar, repetitious and measurable, the Consultant will be paid based on specific item of work performed (cost per unit of work) in accordance with the Rate Schedule in the Contract.

TASK 2 - OTHER ON-CALL GEOTECHNICAL SERVICES

Geotechnical engineering and technical services required to support the City in the development and construction of City projects, on an “as-needed” basis. A couple of examples include: 1) roadway structural analysis and design recommendations; and 2) peer review of city or developer roadway design; and 3) environmental site assessments (Ph I and II).

Deliverables:

As agreed upon by the City and consultant in a WO for each project.

Schedule:

As agreed upon by the City and consultant in a WO for each project.

Method of Payment:

The Consultant will be paid at an agreed not-to-exceed fee based on a breakdown by line-item tasks.

ATTACHMENT 2

SOQ CONTENT AND FORMAT

SOQs submitted for the requested services described in the RFQ must meet the following criteria to be considered for this project:

- 1. Transmittal Letter:** The letter shall state the names of the Project Manager and subconsultants, if any, who will perform the work and the responsibilities of each. The letter shall include a statement regarding any conflicts of interest, and shall be signed by a Principal of the firm.
- 2. Approach to Work:** Using the Scope of Services as a guide, describe the firm's experience with similar on-call work with a public agency, and the firm's typical managerial approach to this type of work. Describe the firm's operations in sufficient detail to present the proposed method of approach to meet the objectives of the work. Discuss any unique ideas/concerns relating to the services.
- 3. Specialized Experience and Qualifications:** Indicate experience gained from recent work similar to the proposed on-call services. A list of current and past work on similar projects, staff who worked on these projects and corresponding client's names, titles, email addresses, and phone numbers are to be included. Describe the qualifications and availability of staff and other professional, technical, and administrative resources that will be used to perform the work. Provide a list of all laboratory and field testing and Caltrans certification, segregating tests to be performed by any subconsultant.
- 4. Project Team:** List of personnel available to the City along with their roles and responsibilities for the on-call services. Resumes shall be limited to one page per person, and shall include dates of degrees, professional certifications, and laboratory certifications, dates, titles and location of relevant employment, and specific accomplishments relevant to the scope of work. Include an organizational chart of personnel. The City of Winters reserves the right to approve consultant's project manager and any requested personnel and subconsultant changes during the course of the project.
- 5. References:** Provide at least three, but no more than five, references (public agencies preferred) who can comment on the past performance of the firm and key staff, on providing services comparable to the proposed work that was completed within the last five years.

The SOQ shall be no longer than the following page lengths:

- Letter of transmittal: 1 page
 - Sections 2-5 Descriptions: 10 pages (double sided)
 - Figures and illustrations: 2 pages
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ATTACHMENT 3
SELECTION CRITERIA

The selection committee shall review the SOQs and select the most qualified consultants for further evaluation. The selection of the most qualified consultants shall be based solely on the information provided in the SOQ.

Evaluation Criteria:

1. Understanding of the work to be done (25 pts)

The consultant's understanding of the work described in the RFQ and their role in construction quality assurance on agency projects.

2. Experience with similar kinds of work (20 pts)

The consultant's experience directly relating to the services described in the RFQ and evidence of ability to complete the work to a high standard, within schedule, and on budget.

3. Quality of staff for work to be done (15 pts)

The education, training, and commitment of personnel (Project Manager, Project Engineer(s), Lead Discipline Engineers, Field and lab testing staff, and subconsultants) and their experience in the areas assigned.

4. Demonstrated Technical Ability (10pts)

The consultant's ability to utilize geotechnical principles to solve technical problems that arise on projects.

ATTACHMENT 4

The attached sample agreement is the City's standard contract.

The final agreement will incorporate the consultant's scope of services, responsibilities, deliverables, and costs, as negotiated prior to execution. Submittal of a SOQ constitutes an agreement to all provisions and conditions set forth in the Sample Agreement, unless noted otherwise in the SOQ.

If any firm submitting an SOQ requests changes to the Sample Agreement, the firm must include a list of all such requested changes in their SOQ. The City reserves the right to accept or reject any requested changes. The City will not accept any requested changes not included in the SOQ.

The successful consultant must agree that no information developed or gathered as part of this project will be released to any party without prior written approval of the City.

CONSULTANT SERVICES AGREEMENT
AGREEMENT No. _____

THIS AGREEMENT is made at Winters, California, as of _____, by and between the City of Winters ("the CITY") and _____ (CONSULTANT)", who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated _____. Consultant shall provide said services at the time, place, and in the manner specified by the _____ and Exhibit "A".

2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit "B", but in no event shall total compensation exceed _____ (\$ _____), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".

3. **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

5. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS

a municipal corporation

By: _____
John W. Donlevy, Jr., City Manager

CONSULTANT

By: _____

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

Exhibit "A" Provided by Consultant



Exhibit “B” Provided by Consultant



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EXHIBIT "C"

GENERAL PROVISIONS

(1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

(2) LICENSES; PERMITS; ETC.. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

(4) INSURANCE.

(a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.

(b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect

during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.

(c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.

(d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the CITY'S City Clerk prior to the effective date of such cancellation, or change in coverage.

(5) CONSULTANT NOT AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT

to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

(10) PRODUCTS OF CONSULTING. All products of the CONSULTANT resulting from this Agreement shall be the property of the CITY.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

(13) LOCAL EMPLOYMENT POLICY. The City of Winters desires, wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Yolo County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's residence and ethnic origin.

(14) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.

ATTACHMENT 5
QUALITY ASSURANCE PROGRAM
(AVAILABLE UPON REQUEST)
