



City of Cleveland
Justin M. Bibb, Mayor

Mayor's Office of Capital Projects
Division of Engineering and Construction

Request for Proposal (RFP)
For
**MATERIAL TESTING, GEOTECHNICAL, ENVIRONMENTAL,
AND GENERAL ENGINEERING SERVICES**

November 11, 2021

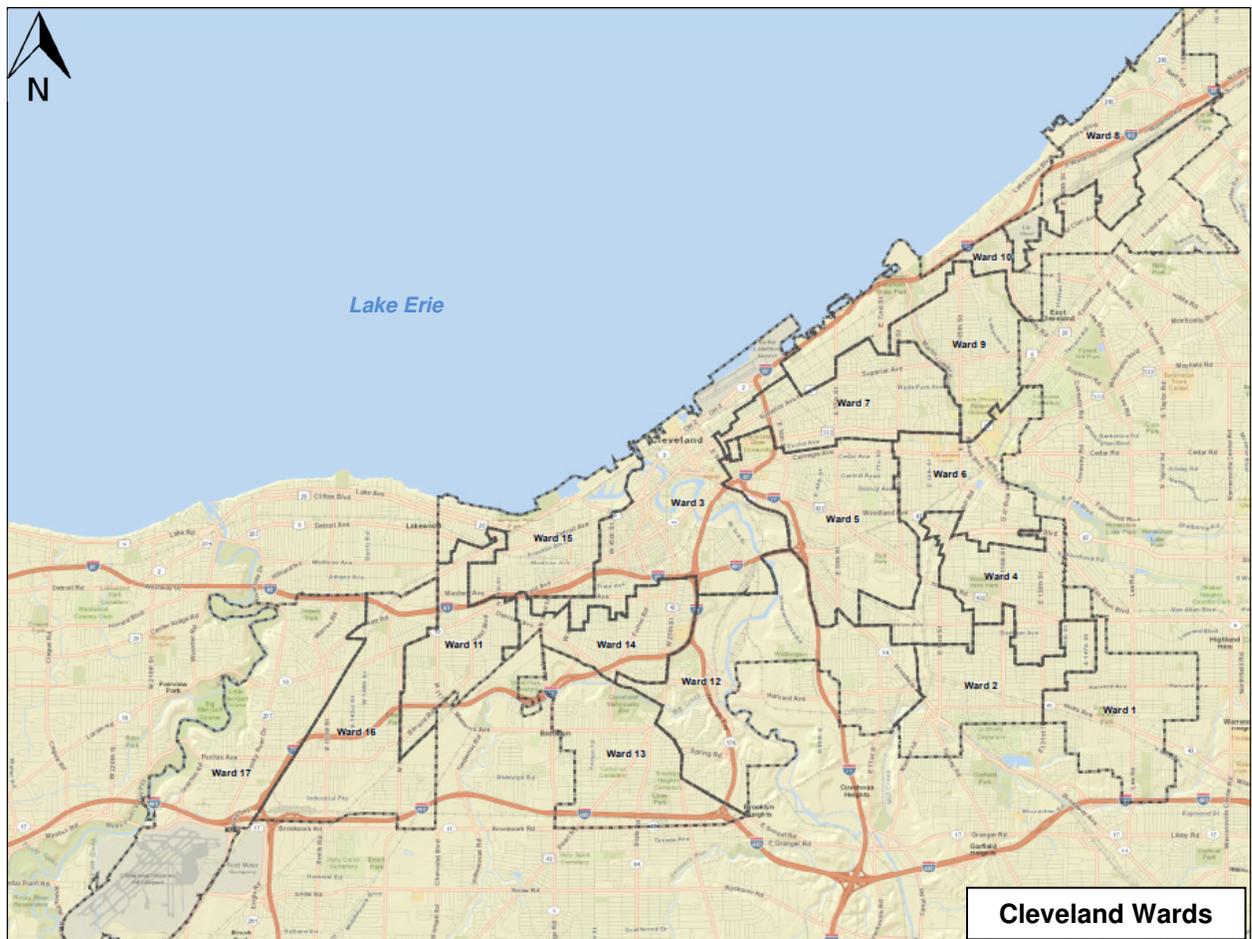


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**CITY OF CLEVELAND
MAYOR'S OFFICE OF CAPITAL PROJECTS
REQUEST FOR PROPOSAL**

**MATERIAL TESTING, GEOTECHNICAL, ENVIRONMENTAL, AND
GENERAL ENGINEERING SERVICES**

INTRODUCTION AND BACKGROUND

The services required are those professional services that are needed to assure quality design and construction for the Mayor's Office of Capital Projects improvement projects administrated by the Division of Engineering and Construction in the City of Cleveland until funds are expended approximately two (2) years. The preferred prime consultant will be ODOT Pre-qualified in Geotechnical Engineering, Geotechnical Lab and Geotechnical Inspection. In most instances work will involve bridges, retaining walls, slope stabilization, basic traffic signals, land acquisition, and roadway rehabilitation/reconstruction projects.

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered in the City's best interests. The Director may, at his/her sole discretion, modify or amend any provision of this notice or the RFP.

GENERAL INFORMATION

A. Proposal Information

Specific questions regarding the RFP should be written and emailed to Thomas P. Boyer, PE, Design Section Chief, Division of Engineering & Construction, at tboyer@clevelandohio.gov. Only written questions will be accepted until noon on January 26, 2022. An addendum will be posted on the City web site on or about January 27, 2021. No meeting will be held on this proposal. Proposals are due February 9th by noon, City Hall Room 518. Please refer to Proposal Requirements section for additional information.

B. Work Categories:

Division of Engineering and Construction requests Ohio Department of Transportation (ODOT) prequalified consultants in the following Categories:

- Geotechnical Engineering, Geotechnical Lab and Geotechnical Inspection
- Subsurface Utility Exploration
- Right of Way Acquisition Services
- All Environmental Services
- Roadway: Noncomplex Highway, Safety Study, Bicycle Facilities & Enhancement Design, Basic Traffic Signal, Survey
- Bridge Level 1, Bridge Level 2, Bridge Inspection Minor, Bridge Inspection Major
- Construction Services (see Appendix A)

In addition to the above ODOT prequalification(s), Consultant shall also be experienced and qualified for:

- Lift Bridge Engineering including Mechanical and Electrical Experience
- Arborist (see Appendix B)
- Sewer TV inspections (see Appendix C)

ODOT Consultant Prequalification lists can be found at:

<http://www.dot.state.oh.us/Divisions/Engineering/Consultant/Pages/default.aspx>.

Consultants shall be prequalified at the time of submitting the proposal and maintain prequalification during the length of the contract.

C. Work Tasks

Division of Engineering and Construction shall assign a work task number and work description to the consultant prior to commencement for work. The fees in Appendix D will be used for standard geotechnical work items. The fees requested in Appendix D for various disciplines will be used to evaluate proposals and for informational purposes. Each work task proposal will be negotiated for a lump sum using Consultant rates, overhead, direct costs and fixed fee.

Work task services are a projection. Team members may or may not be used in the life of this agreement.

D. Contract and Compensation

There will be two (2) contracts. The following shall apply to each contract:

- Contract Amount: \$400,000
- Labor: Employee Rate

- Overhead: Audited
- Fixed Fee: Prime is 10% and Sub consultant is 10%
- Prime mark-up: \$1 to \$49,000 is 10%
- Prime mark-up: \$50,000 and above is negotiable

The unit prices quoted for the various services listed on the "Fee Section" sheets shall include all labor for field work, transportation costs, storage costs, subsistence, secretarial service, office supplies, materials, equipment, reproduction, postage, overhead, profit and other miscellaneous costs pertinent to the services to be provided under this testing, geotechnical, environmental, general engineering and construction services agreement.

The Administration Bureau Manager, Engineering and Construction, reserves the right to eliminate any portion or all of the work or service. In the event of such termination, the Consultant shall be paid for services rendered up to the time of termination.

The Consultant shall submit invoices for payment on a monthly basis. No test shall be invoiced until after the results of the test have been received by the City. The Consultant's invoice shall identify each work order, for which payment is claimed, by work order and description for each construction project. All invoices shall be summarized by work order and/or Item number and shall include any previous amount due, the amount due under this invoice and the new total amount of work invoiced to date.

The Consultant professional services will be negotiated on a site by site basis. The unit costs will be used to evaluate the negotiated fee and for daily assigned work tasks. Street opening permit fees will be waived.

E. Response Time

The City expects the Consultant to respond to the City's requests in as timely a manner as feasibly possible, which includes starting and completing the field work, material testing, submitting reports, submitting proposals and completing work tasks. This will weigh heavily when being considered for future City of Cleveland professional services contracts.

Some of the pay items include a space to enter response times.

Letter to Start: The time in working days from receipt of authorization letter to start of field work. Usually the letter will be preceded by a telephone call.

Completion to Report: The time in working days between the completion of the work and the receipt of the requested data.

PROFESSIONAL SERVICE TIMELINE

The following timeline is submitted for your information:

- Consultant award: May 2022
- Notice to Proceed: June 2022
- Executed Contract: July 2022

Contract duration is two (2) years or until money expended.

PROPOSAL REQUIREMENTS

Proposal should be organized as follows:

1. Management

Your proposal should include GSA Standard Form 330 – Part II and Standard Form 330 – Part I. Resumes of personnel performing key work tasks shall be submitted within SF 330 – Part I. For those firms with more than one office, include the office location (City) to which the team member is assigned.

It is necessary to provide a GSA Standard Form 330 – Part II and Standard Form 330 – Part I for any firm that will be providing approximately thirty percent (30%) or more of the proposed work.

The meaningful involvement of firms should be discussed, how you intend to manage the work tasks internally and who will have overall responsibility. Multiple pre-qualified firms are encouraged as team members for major bridge, non-complex roadway, traffic and survey. Prime and Sub-consultant work history should be discussed. Include the Engineers who will actually be performing the major tasks of these services. A detailed work category organization chart is suggested. The quality assurance program of geotechnical firm should be discussed.

A list of City of Cleveland projects for prime and sub-consultants, if any, the firm has worked on. Give a brief description of company profile, laboratory certifications/accomplishments, work task descriptions and list of City projects in their respective categories, if any, and subconsultant work tasks in the respective work categories for City projects or other projects.

2. Experience

Consultant and or team members shall be prequalified in work categories as listed under the General Information heading. Resumes of key personnel that might be assigned to various work categories may be included within SF 330 – Part I (Management Section).

3. Laboratory Certifications

- A copy of the inspection and review by the Cement and Concrete Reference Laboratory of the National Bureau of Standards for each laboratory to be utilized.
- A copy of the accreditation by the Department of Commerce's National Voluntary Laboratory Accreditation Program for each laboratory to be utilized.
- Description of each testing laboratory facility including location, equipment available, list of tests to be performed at each laboratory, experience and qualifications of personnel conducting the tests, list of jobs recently completed, and the resume of its Director.

4. Federal Identification Number

The following information should be included in your proposal:

- Your mailing address
- Your telephone and fax numbers
- Your form of business entity (corporation, partnership, limited partnership, joint venture, sole proprietorship, an individual, etc.)
- Either your Taxpayer Identification Number or, if appropriate, your Social Security Number. If submitted as a joint venture, a separate number for each member of the venture is required unless one number has been obtained for the venture. A Taxpayer Identification Number is required for entities other than a sole proprietorship or an individual, for which a Social Security Number is appropriate.

5. Noncompetitive Bid Contract Statement

The form titled: “Noncompetitive Bid Contract Statement For Calendar Year 2022” shall be filled out and submitted with the proposal for the prime consultant only.

6. Sub consultant Information

The following information is required for each sub consultant you intend to use:

- Subconsultant's name and mailing address
- Subconsultant's telephone and fax numbers
- A description of the work and the percentage that is anticipated the subconsultant will perform
- A list of projects, if any, on which your firm and the Subconsultant have both worked on

Provide a list of all sub-consultants (i.e. CSB and others), their work assignments and the percent of the projected work each will be performing. These lists are to be submitted in the Part "A" envelope with the qualification proposal.

7. Cleveland Area Business

The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances, of Cleveland Ohio 1976 was enacted in an effort to increase the participation of local small business enterprises in City of Cleveland Contracts. The City has, therefore, established as one of its objectives, the meaningful involvement of Cleveland Small Businesses (CSB). Mayor's Office of Capital Projects has a participation goal of thirty (30) percent for Cleveland Small Businesses (CSB) on this contract.

Each Consultant representing itself as a Cleveland Area Small Business (CSB) within the OEO schedules must be certified with the Office of Equal Opportunity as a CSB, CSB/MBE or CSB/FBE. Certified CSB firms, to date can be found at:

[City of Cleveland :: Certification and Compliance Reporting System \(diversitycompliance.com\)](http://www.cityofcleveland.com/diversitycompliance.com)

(Under the "Business Description" enter key words for business description (e.g. engineering, architectural services, environmental, survey)

The proposal shall state the percentage of dollar participation of each consultant proposing services.

8. Office of Equal Opportunity (OEO) Reports

Attached to this proposal are four (4) documents identified as "Contract Employment Report", Schedule 1 through 4, from the O.E.O. office. Although some terms, wording, descriptions, etc. in these documents do not necessarily apply to a professional services contract, the applicable forms must be completed and returned with your proposal. Note all subcontractors need to be listed on Schedule 2 and all sub consultants must execute Schedule 3. Please furnish two (2) unbound copies of Schedules 1 through 4, original signature, in the Part "B" envelope of your proposal. Return all schedules whether or not they apply to the project. The object of these forms is to facilitate OEO approvals. OEO will not evaluate MBE and FBE participation for professional service contracts. Consultant shall indicate/certify in Part "A" that schedules are included in Part "B" envelope. If the schedules are not provided and properly executed once Part "B" is opened, the proposal must be deemed non-responsive.

9. Compensation

See "Proposal Fee Sheet" for the format desired.

A. Fee Definitions

Actual Cost Plus Net Fee with an upset maximum.

The City will pay actual salary, overhead and expenses up to the upset maximum, and the consultant is expected to complete the work as scoped within the fee stated. The Net Fee will be paid whether or not the upset maximum is achieved. The only method of revising the upset maximum is through a change in the scope of work. If a change of complexity is claimed and granted, the modification will contain a Net Fee of zero dollars.

Lump Sum Fee: This is a bottom line figure and includes salary, overhead and expenses. As with the Cost Plus Net Fee, the consultant is expected to complete the work as scoped at the fee stated, and the only method of revising the Lump Sum Fee is through a change in the Scope of Work. If a change in complexity is claimed and granted, the modification will contain a net fee of zero dollars.

The consultant shall submit the proposed number of man-hours for prime consultant and all subconsultants.

B. Fee Information Required

If a fee based on Actual Cost Plus Net Fee with an upset maximum is offered, the proposal shall indicate the make-up of the fee hours, hourly rates, overhead, direct costs, and profit. Overhead percentage quoted shall remain in effect throughout the life of the basic contract. The source of the overhead rate quoted shall be identified; i.e., estimated, from an audit, etc. The hours quoted shall relate to a facet of the work involved. Work sheets (typed sheets not necessary) should be furnished for obtaining hours quoted. The weighted average rate per hour will be monitored on invoices and shall not exceed the rate from the proposal without justification. If a fee based on Lump Sum is offered, the proposal shall indicate the make-up of the fee hours and direct costs. The hours quoted shall relate to a facet of the work involved.

Work sheets (typed sheets not necessary) should be furnished for obtaining hours quoted. The intent is to show that the project has received a reasonable degree of estimation.

The consultant shall indicate the method that will be used to determine the fee should a contract modification become necessary. For example: hourly rate x multiplier + profit + expenses.

In estimating the fee, include any wage changes that can be reasonably anticipated over the life of the contract. A fee based on a percentage of the construction cost is not acceptable. A percentage of the fee mark-up on a subcontract will not be permitted.

Although the proposed fee is not the deciding factor in the selection process, it will be evaluated along with the other criteria specified herein.

10. City

Overall contract administration, coordination and drawing review will be furnished by the City of Cleveland through:

Richard J. Switalski, P.E.
Administration Bureau Manager
Division of Engineering & Construction
601 Lakeside Avenue, Room 518
Cleveland, OH 44114-1015
Telephone: (216) 664-2381

11. Consultant Eligibility

To be eligible for this award, the proposer shall not have received a contract with the Division of Engineering & Construction from January 4, 2021 to December 21, 2021.

12. Submittal Procedure

Your proposal shall be submitted in two (2) parts and identified (marked) as follows: Part "A" shall be the response to the qualifications and technical aspects of the RFP. Include the required two (2) additional unbound copies of the "Contract Employment Report" in Part "B" and the "Noncompetitive Bid Contract Statement" in Part "A" envelope. Part "B" shall be in a separate sealed envelope and contain the proposed fee, on company letterhead, and signed with supporting data for the services requested. Interested parties should submit three (3) copies of their proposal no later than the time and date stated on the cover letter to:

Richard J. Switalski, P.E.
Division of Engineering and Construction
601 Lakeside Avenue, Room 518
Cleveland, OH 44114-1015

The additional copies of your proposal may be required for internal processing if your proposal is accepted by the City.

13. Proposal as a Public Record

Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal, may be considered a public record which, if properly requested, the City must make available to the requested for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page – but only that page – of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as “proprietary” or “trade secret” will not protect an entire proposal and is not acceptable.

14. Cleveland Area Business Code

Requirements: During performance of the Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976

("C.O."), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor's:

- Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
- Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department;
- Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and
- Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g. 25% completion, 50% completion, 75% completion).

Failure to Comply: When determining the contractor's future eligibility for a City contract, the City shall consider a contractor's failure to comply with the representations of its proposal and the requirements under the Code as a failure to faithfully perform a contract.

- a) Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprise (MBEs), Female Business Enterprises (FBEs), and Cleveland – area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares the commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.
- b) The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business ("CSB") subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business

Enterprise (“MBE”), Female Business Enterprise (“FBE”), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.

- c) To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the Cleveland Area Business Code – Notice to Bidders and Schedules. These schedules identify the Proposer’s proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer’s good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal in Part B and they will be forwarded to the City’s Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal.

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs, and FBEs on the City’s website at

[City of Cleveland :: Certification and Compliance Reporting System \(diversitycompliance.com\)](http://diversitycompliance.com)

Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.

The City Office of Equal Opportunity will monitor participation of MBE, FBE and /or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the *OEO Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

- d) The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a “contractor” in the following Equal Opportunity Clause, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate

against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disable veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors sitting forth the provisions of this nondiscrimination clause.

- e) Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection, and advancement processes.

15. Term of Proposal's Effectiveness

By submission of a proposal, the Proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 240 calendar days after the proposal submission deadline (the "Proposal Expiration Date").

16. Execution of a Contract

The Successful Proposer shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract. Attached hereto or which are a part hereof and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

17. "Short-listing"

The City reserves the right to select a limited number (a “shortlist”) of Proposers to make an oral presentation of their qualifications, proposed services, and capabilities. The City will notify the Proposers selected for oral presentation in writing.

18. Proposer’s Familiarity with RFP; Responsibility for Proposal

By submission of a proposal, the Proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by Proposer on the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and Proposer expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.

19. Interpretation:

The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will mail, e-mail, or otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

20. Insurance:

The Successful Proposer, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage. The insurance company (ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated “A” or above by A.M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them

satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

The consultant shall indemnify and save harmless the City of Cleveland and/or any other City or agency as required from and against all suits or claims that may be based upon any injury to persons or damage to property arising out of any error, omission or negligent act of the consultant or its subcontractor. The consultant shall, at its own expense, defend the City of Cleveland and/or any other City or agency as required in all litigation, pay all attorney's fees, damages, court costs and other expenses arising from such claims in connection therewith.

The City will require the successful proposer to maintain comprehensive general public and professional liability insurance insuring the consultant against the indemnification obligation stated above.

The comprehensive general liability insurance policy only shall name the City as additional insured, shall have limits of not less than \$500,000.00 for injuries, including accidental death, to one person and not less than \$1,000,000.00 on account of one occurrence involving more than one person, and property insurance in an amount of not less than \$200,000.00, and shall be primary with respect to the consultant's general liability, notwithstanding any other insurance covering the City. The professional liability insurance shall have limits of not less than \$100,000.00 for any one incident.

The consultant shall also carry full insurance coverage on drawings, specifications and other valuable information against loss by fire damage, destruction, theft, etc., while said documents are on their premises, of not less than \$10,000.00.

The cost of the insurance coverage shall be included in the base fee.

PROPOSAL EVALUATION; SELECTION CRITERIA

Selection Criteria

Selection shall be based on the following:

1. Management Laboratory Inspection, Review and Accreditation.
2. Experience of personnel assigned for geotechnical and environmental engineering, noncomplex roadway design, minor bridge inspection, major

bridge inspection, basic signal design, right of way acquisition, lift bridge (structural, mechanical and electrical), survey, subsurface utility investigation and sewer tv inspection. Only resumes of key personnel and/or firm qualifications (i.e. subsurface investigation, sewer tv inspection) are necessary.

3. Experience of the firm and subconsultants on projects that they worked together on in the past. It is strongly encouraged that proposers consider meaningful partnerships that reflect active local and/or minority participation in their proposal.
4. CSB Participation
5. Responsiveness to RFP
6. Quality Assurance
7. Fee

The following procedure will be used in evaluating the proposals:

1. Based upon the technical data furnished the proposals will be ranked in an order of preference.
2. At this point the fee envelope will be opened.
3. The proposed fees of the top ranked firm will be reviewed for compliance to industry standards. The City may enter into negotiations with the prime and subconsultants in order to bring the rates more in line with these standards.
4. Should that endeavor fail, the City would then proceed to the second ranked firm, etc., until the most qualified firm at the best fee has been selected.

The City's Rights and Requirements

The Director, at his/her sole discretion, may require any Proposer to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further describe the Proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.

Disqualification of a Proposer/Proposal:

The City does not intend by this RFP to prohibit or discourage submission of a proposal that is based upon a Proposer's trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the manner in which its services are to be performed or rendered.

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desired the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more proposals if it has reason to believe that proposers have colluded to conceal the interest of one or more parties in a proposal, and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City, or is currently in default under any agreement with the City.

The City reserves the right to reject any or all proposals. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Proposer.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that varies from the provisions of this RFP, if agreed to by another Proposer.

APPENDIX A: CONSTRUCTION SERVICES

Construction Inspector

Under supervision of the Construction Manager or the City of Cleveland Construction Division, the Construction Inspector will be assigned to the Citywide Tree Damaged Sidewalk Program (TDS). The TDS program involves the removal and replacement of sidewalk panels that have lifted from overgrown tree roots. The Construction Inspector will field mark the limits of the affected sidewalk panels for removal and replacement by the Contractor, will ensure adherence to City Sidewalk Standards, keep daily records and quantity measurements of field activities.

Construction Inspector shall be ODOT pre-qualified and shall meet the following minimum requirements: 18 months of Construction Technical Experience AND Associate Degree in: Civil Engineering Technology OR Associate Degree in: Construction Engineering Technology.

The Construction Inspector fee shall be paid hourly inclusive of all direct and indirect costs. Timekeeping shall start from the time the Construction Inspector arrives on site and shall stop when Construction Inspector leaves the site. The Construction Inspector shall have proper communication equipment Tablet, a Phone, and any other equipment so as to be able to instantly communicate with the City in writing (Excel, Word, E-mail) and to convey photos.

Construction Manager

Under the direction of the City, the Construction Manager will coordinate field activities, will ensure the intent of the Tree Damaged Sidewalk Program is being met efficiently and in accordance with the Construction Documents, will provide bi-weekly reports on the status of the project or as requested by the City, attend progress meetings, provide minutes of meetings, schedules, coordinate with stakeholders, and any other construction related service requested by the City for this program.

Minimum Construction Manager Qualifications shall be an Engineer In Training (E.I.), with Proficiency in Microsoft Word, Outlook, Excel, and Microsoft Projects.

The Construction Manager fee shall be paid hourly inclusive of all direct and indirect costs.

APPENDIX B: PROJECT ARBORIST

Under the direction of the City of Cleveland, Division of Urban Forestry and Division of Engineering & Construction, the Project Arborist will be charged with overseeing, documenting and recommending, and directing tree preservation strategies on the Citywide Tree Damaged Sidewalk Program and any other Construction Projects in accordance with City Established Standards and Requirements.

Duties of the Project Arborist include but are not limited to the following; Preparing a tree assessment report that will contain the following data as collected during the tree and site inspection:

1. Tree address
2. Tree genus
3. Tree condition (dead, poor, fair, good, excellent)
The arborist can use letters to indicate condition (i.e. d=dead, p=poor, f=fair, g=good, e=excellent)
4. Tree diameter at breast height measured at 4.5 feet above the ground
5. Tree cell location and number
6. Percentage of stem girdling roots at the base
7. Structural defects (i.e. decay, cracks, co-dominant stems, dead wood, broken or hanging limbs)
8. Depth of roots found using a probe (at grade, above grade, below grade)
9. Estimated diameter of visible roots
10. The distance from the trunk the roots will be pruned.
11. Recommendation (root prune and retain tree, root prune and remove tree, root grind and remove tree, no root pruning needed, curve sidewalk etc.).
12. Field Marking root pruning and canopy pruning limits.

13. Periodic oversight (QA/QC) of field operations to ensure adherence to proper construction methods.

The Project Arborist (informational list attached) shall be one of the following professionals:

- a) International Society of Arboriculture (ISA) Certified Arborist
- b) International Society of Arboriculture Board Certified Master Arborist (BCMA)
- c) American Society of Consulting Arborists (ASCA) Consulting Arborist
- d) ISA Tree Risk Assessor
- e) ISA Municipal Specialist

The Project Arborist fee shall be paid hourly inclusive of all direct and indirect costs. Timekeeping shall start from the time the Arborists arrives on site and shall stop when Arborist leaves the site. Arborist shall have proper communication equipment such as a tablet, phone, and any other equipment so as to be able to instantly communicate with the City in writing (Excel, Word, Email) and to convey photos.

Certified Arborists are provided in Table 1 for your information. It is the Consultant's responsibility to confirm the proposed Arborist certification compliance.

TABLE 1: ISA Certified Arborists List

Arborist Name	Company Name	Address	City	Zip
Tom Mugridge	Forest City Tree Protection, Inc.	731 Beta Drive Ste. E	Mayfield Village	44143
Alex Kundrat	Alex's Tree Service	17306 Harland Ave.	Cleveland	44119
Ralph Denham	Skyline Tree Service	8608 Murray Road	Valley View	44128
Alan Klonowski	Alan Klonowski Consulting Arborist, LLC	7465 Brecksville Road	Independence	44131
Alan Kraus	Independent Tree, LLC	P.O. Box 244	Newbury	44065
Mark Hoenigman	Busy Bee Services, LTD	14740 Watt Road	Novelty	44072
Mike Speyer	Inspeyered Landscapes	13929 W. Willard	Novelty	44072
Eric Eckard	The Falls Group	17460 Snyder Road	Chagrin Falls	44023
Andrew DeAngelo	Ohio Valley Group, Inc.	16965 Park Circle Drive	Chagrin Falls	44022
Richard Varga	Varga Landscaping	33676 Reserve Way	Avon	44011
Andrew Blaschke	Apex Land Management, LLC	P.O. Box 273	Chesterland	44026
Sally Futrell	Reid's Tree Care	P.O. Box 272	Newbury	44065
Ron Veltre	Broken Branch Tree Care	640 Simons Drive	Brunswick	44212
Debbie Palmisano	Greenwoman, LLC	12477 Pond Road	Burton	44021
Brent Dring	Dring Family Tree Service	6805 Bridlewood Lane	Valley City	44280
Matt Vallo	Vallo Tree Service	8060 Autumn Drive	Chardon	44024
David Allen	The Pruning Company	9780 Mentor Road	Chardon	44024
John E. Yutzy	Flemings Lawn & Tree	754 Seasons Rd.	Stow	44224
Alan Shauck	Eco Tree Services, LLC	P.O. Box 438	Amherst	44001
Christopher Millmier	Davey Resource Group	1500 N. Mantua	Kent	44240
Joseph Gregory	Davey Resource Group	1500 N. Mantua	Kent	44240
Robert Cooley	Cooley Tree Care, LLC	1570 Berendo Ave.	Akron	44313
Shawn Bruzda	Davey Resource Group	1500 N. Mantua	Kent	44240
Jason M. Knowles	Knowles Municipal Forestry, LLC	1293 Gale Dr.	Kent	44240
Christopher Taylor	Taylor Tree Care & Land Management, LLC	40699 Parsons Rd.	Lagrange	44050
Ronald Dawson	Advanced Arboriculture	3445 Clarkmill Rd.	Norton	44203
Joanna Thomas	Gardenscapes by Joanna, LLC	15365 Gifford Rd.	Oberlin	44074
Carrie T. Paulus	Horticultural Concepts, Inc.	3246 Sunnybrook Rd.	Mogadore	44260
Jim DiRosa	VanCuren	10555 Kinsman	Newbury	44065

APPENDIX C: SEWER CLEANING AND INSPECTION

Sewer

Pipe Cleaning and Heavy Pipe Cleaning

The Consultant or Sub-Consultant shall have the ability to perform standard sewer cleaning, and sewer cleaning in the most difficult conditions. They shall have the equipment and experience that is required to clean sewer lines ranging in size from 12" to 72" in diameter. Brick, concrete, steel, clay and various other types of pipe shall all be cleaned under live flow or whenever possible no flow. The prospective Consultant or Sub-Consultant shall have the technology to remove concrete, asphalt, bricks, manufactured debris and calcium deposits from any sewer.

There are a number of methods that can be employed to clean sewers. Manual cleaning, bucket machine, rodding and sewer jet/vacuum are the most common cleaning methods. In addition to these methods, high-pressure water blasting, sewer kites and sewer moles shall be available and utilized. The machine to be used must be able to clean at a flow that exceeds 180 GPM, and the diameter of the vacuum blower must be at least 12".

Sewer Inspection

The Consultant or Sub-Consultant shall have the equipment, camera crew, traffic control (i.e. equipment, officer, etc.) to perform inspection of sewers including closed circuit TV (CCTV), and must be capable of producing an industry-standard report on the condition of the pipe, as well as the location of all laterals.

Inspection shall include CCTV sewer inspection and physical (man entry) inspection depending on size for condition assessment. CCTV sewer inspection and physical inspection (if applicable) for pipe between 12-inches and 72-inches shall be in accordance with the National Association of Sewer Service Companies' (NASSCO) Pipeline Assessment and Certification Program (PACP). The inspection and production of a report (including DVD or flash drive) shall include the sewer size, length and condition of sewers, pipe material(s), and size changes.

NOTE: The price for cleaning and for television inspection shall include the cost for mobilization, oversight, clerical support and all incidentals necessary to complete the work. Work may take place at various shifts, at the discretion of consultant or sub-consultant's, at no additional cost to the City.

APPENDIX D: FEE SECTION

The spreadsheet in excel format can be downloaded from the referenced dropbox. Appendix D shall be included in Part B Envelope.

<https://www.dropbox.com/s/42xygueu4bdeifp/Geotech%20RFP%202021%20Fee%20schedule%20Nov%2011%2C%202021.xlsx?dl=0>