



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF GENERAL SERVICES

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P LEIB, DIRECTOR

**REQUEST FOR PROPOSAL PS- #941
CONSTRUCTION TESTING SERVICES FOR COURTS-
PASO ROBLES-NEW SUPERIOR COURT FACILITY**

December 21, 2006

The County of San Luis Obispo is currently soliciting proposals for professional services for Construction Testing Services for Courts-Paso Robles-New Superior Court Facility.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception, may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any informalities.

If your firm is interested and qualified, please submit six [6] copies of your proposal by 5:00 p.m. on January 23, 2007 to:

County of San Luis Obispo
Jack Markey, Central Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me.

JACK MARKEY
Supervising Buyer - Central Services Division
jmarkey@co.slo.ca.us

INTRODUCTION

The County of San Luis Obispo is soliciting proposals from interested and qualified Consultants to provide Construction Testing Services during the construction of a New Superior Court Facility to be construction on County-leased site in downtown Paso Robles. The Testing Consultant will act as an agent of the County at the project site. The Architect is Fraser Seiple Architects, of San Luis Obispo and the Construction Manager is Vanir Construction Management, San Luis Obispo.

PROJECT DESCRIPTION

The scope of the project is to construct a 2-story, 22,300 square foot Courthouse, parking areas, associated site work, utility services and public street improvements on and around a site bounded by Spring Street, Park Street, 9th Street and 10th Street in Paso Robles.

The building structure consists of a ground floor slab-on-grade, steel columns and beams, braced frames and metal framing. The second floor is a concrete-filled metal deck and the roof is framed with steel beams supporting metal decking. The building has two elevators. The exterior finish is plaster and veneer brick.

CONSTRUCTION COST

\$8,158,000 including the building, sitework, and public street improvements.

SCOPE OF CONSULTANT SERVICES

Refer to Attached Exhibit A, which will become part of the Contract.

TIME SCHEDULE FOR CONSULTANT SERVICES

The County proposes to negotiate a single Consultant Services Agreement for Construction Testing Services for the project. Construction is scheduled to begin in March of 2007, and will require approximately fourteen (14) months to complete.

TECHNICAL QUESTIONS AND REVIEW OF DOCUMENTS

Please direct all technical questions and requests to review the construction documents to the Construction Manager:

Vanir Construction Management, Inc.
100 Cross Street, Suite 203
San Luis Obispo, CA 93401
(805) 541-1425

PROPOSAL SUBMITTAL AND SELECTION PROCEDURE

A. PROPOSAL REQUIREMENTS

Applicants must follow the attached "Proposal Format".

B. SELECTION PROCESS

The County will review the qualifications of the Construction Testing Consultant to assess their ability to perform the required testing services. The qualification review shall include an appraisal of the candidates' education, similar project experience and project successes and may include a personal interview.

C. APPROXIMATE SELECTION SCHEDULE

January 23, 2007	Proposals due to General Services
January 31, 2007	Selection Committee Convenes
February 15, 2007	Complete Fee Negotiations
March 1, 2007	Notice to Proceed

PROPOSAL FORMAT AND REQUIREMENTS

The purpose of this proposal is to demonstrate your firm's ability to provide the required Construction Testing Services. A major consideration will be expertise in large-scale public projects testing. Consultants are urged to submit concise proposals, appropriate to the scale of the project and only include items that are relevant to this specific project. Also, for the selection committee's ease in reviewing proposals, please index and number all pages.

A qualifying proposal must address all of the following points:

1. Project Title

2. Applicant or Firm Name

3. Firm Qualifications

- A.** Type of organization, size, professional registration, certifications, and affiliations.
- B.** Outline of recent projects completed that relate to the scope of this project. Consultant is required to demonstrate project expertise relating to the Project Description.
- C.** Names and qualifications of personnel to be assigned to this project.
- D.** Qualifications of consultants, subconsultants, or joint venture firms, if appropriate.

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- E. Client references from recent related projects, including the name, address and phone number of the individual to contact for referral.
- F. State whether or not your testing lab is Concrete & Cement Reference Laboratory (CCRL) certified.

4. Understanding of the Approach to the Project

- A. Summary of approach to be taken.
- B. Provide a description of the organizational structure and staffing to be used for the Project. Identify the specific individual that will interface with the County.

5. Fees, Insurance and Indemnification

A. Fees:

- 1. Propose a total fixed fee for both bid packages by completing the attached charts in Exhibit B providing unit prices, extensions and lump sums. Hourly rates should be based on prevailing wage rates as established by the State of California.
- 2. In addition to completing the Exhibit B unit price list, submit itemized hourly fee schedule and a unit price list for:
 - Minimum charge for field time and interval of calculation
 - Regular business hours and rates for non-business hours services
 - Report preparation charges
 - Other miscellaneous charges not outlined in the proposal (if there are none, please indicate none)

This information is to be used to assist in arriving at a negotiated fee for additional services. State whether or not these items are included in the unit prices listed in the proposal.

- 3. The unit prices and total fixed fee shall include all associated inspection services, material sampling, testing, repairs, overtime work, minimum charges, expenses, insurance, document reproduction, communications, shipping, travel and profit.

- B. Insurance:** The Consultant shall procure the following required insurance coverages at its sole cost and expense and maintain in full force and effect for the period covered by the Contract such insurance. All insurance coverages are to be placed with insurers which (1) have an A.M. Best Rating of "A- FSC VII" or above and are admitted insurance companies in the State of California, or (2) insurers of equivalent documented quality which the County Risk Manager has approved in writing.

1. **Professional Liability Insurance:** Contract shall maintain in full force and effect during the entire term of this Contract, professional liability “errors and omissions” insurance with limits of liability of not less than **\$1,000,000** per claim or occurrence to cover all services rendered by Consultant pursuant to this Contract.

If coverage is on Claims Made basis, Consultant promises to maintain such coverage for four (4) years following completion of construction of project designed hereunder. (Note that County cannot be named additional insured in E&O policy).

2. **Commercial General Liability (CGL):**

Coverages: Consultant shall maintain in full force and effect, for the period covered by this Contract, Commercial General Liability insurance including the following coverages.

- a. Personal Injury and Bodily Injury, including death resulting therefrom.
- b. Property Damage.
- c. Automobile coverage which shall include owned, non-owned and hired vehicles.

The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of **\$ 1,000,000.**

Endorsements: The following endorsements must be provided in the CGL policy:

- a. If the insurance policy covers an “accident” basis, it must be changed to “occurrence”.
- b. The policy must cover personal injury as well as bodily injury.
- c. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
- d. The County of San Luis Obispo, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the County, whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this contract shall be construed to require Consultant’s insurance to indemnify County in contravention of Insurance Code 11580.04.

3. **Worker's Compensation Insurance:** In accordance with the provisions of Labor Code Section 3700, Consultant, if Consultant has any employees, is required to be insured against liability for Worker's Compensation or to undertake self-insurance. Consultant agrees to comply with such provisions before commencing the performance of the work of this Contract.

 4. **Other Requirements:** The following requirements apply to all insurance to be provided by Consultant:
 - a. A Certificate of Insurance shall be furnished to County prior to commencement of work. Upon request by the County, Consultant shall provide a certified copy of any insurance policy to the County within ten (10) working days.
 - b. Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to County.

 5. Approval of the insurance by County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Consultant's services or operations pursuant to this contract.
- C. **Indemnification: Except as otherwise provided in subparagraphs (b) and (c) below, Consultant shall defend, indemnify and save harmless the County, its officers and employees, from any and all claims, demands, damages, costs, expenses, judgments, attorney fees or any liability arising out of this contract or attempted performance of the provisions hereof predicated upon theories set forth below in subparagraph (a) below:**
1. The theories referred to above are theories based on any of the following committed by the Consultant, or its agents, employees or other independent Consultants directly responsible to Consultant.
 - a. Violation of statute, ordinance or regulation.
 - b. Professional malpractice.
 - c. Willful, intentional or other wrongful acts, or failures to act.
 - d. Negligence or recklessness.
 - e. Property Damage.
 - f. Premises liability.
 - g. Violation of civil rights.
 - h. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board, or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

2. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims resulting from the sole or active negligence or willful misconduct of the County, provided however, this exception shall not apply to claims, demands, damages, costs, expenses, judgments, or attorney fees arising from any design defects.
 3. Nothing contained in the foregoing indemnity provisions shall be construed to require Consultant to indemnify County, against any responsibility or liability in contravention of Civil Code 2782.
- D. The parties expressly agree that the indemnification and insurance clauses in this contract are an integral part of the performance exchanged in this contract. The compensation stated in this contract includes compensation for the risks transferred to Consultant by the indemnification and insurance clauses.

PROPOSAL SUBMITTAL AND SELECTION

1. All proposals shall consist of six (6) copies and must be received by mail, recognized carrier, or hand delivered not later than 5:00 p.m. on **Tuesday, January 23, 2007.** Late proposals will not be considered.
2. All correspondence should be directed to:

San Luis Obispo County
Department of General Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408
Attention: Jack Markey
Telephone: (805) 781-5200
3. Cost of preparation of the proposal shall be borne by the proposer.
4. Determination of qualified proposers will be made by a Selection Committee.
5. This request does not constitute an offer of employment or to contract for services.
6. The County reserves the option to reject any or all proposals, wholly or in part, received by reason of this request.
7. The County reserves the option to retain all proposals, whether selected or rejected.
8. All proposals shall remain firm for ninety (90) days following closing date for receipt of proposals.
9. The County reserves the right to award the contract to the firm who presents the proposal which in the judgement of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.

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10. Selection will be made on the basis of the proposals as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.
11. The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.

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EXHIBIT A

COURTS – PASO ROBLES – NEW SUPERIOR COURT FACILITY, 300027

CONSTRUCTION TESTING AND INSPECTION PROGRAM

ITEM	TIMING	REQUIREMENTS / REFERENCE
1. Earthwork	Prior to foundation inspection	<ul style="list-style-type: none"> a. Review final plans. b. Observe stripping/clearing of vegetation. c. Observe overexcavation to recommended depths. d. Observe recompaction of scarified soil, test samples as required by observing inspector. e. Observe fill placement and compaction, test samples as required by observing inspector. f. Observe utility trench backfill, test samples as required by observing inspector. g. Review nonexpansive import material quality, observe placement and compaction, test samples as required by observing inspector. h. Observe foundation excavations. i. Observe subgrade and aggregate base compaction and proof rolling, test samples as required by observing inspector.
2. Concrete	During concrete placement	<ul style="list-style-type: none"> a. Observe site mixing and pouring, measure slump at interval of 1 test per mix design per day, or every 150 yards if more than 150 yards are poured. b. Take four cylinders each of poured concrete, at interval of 1 test per mix design per day, or every 150 yards if more than 150 yards are poured. c. Test and report on concrete cylinder strength: two at 7 days, one at 28 days. Hold one cylinder for backup in case another is lost or defective. d. Continuously observe placement of ground floor slab. e. Continuously observe placement of 3,000 psi concrete over upper floor deck (CBC 1701.5.1).
3. High Strength Bolts	During bolting	<ul style="list-style-type: none"> a. Observe bolting work in progress to determine that requirements for bolts, nuts, washers and paint; bolted parts; and installation and tightening meet published standards for ASTM A325 and A490 bolts (CBC 1701.5.6)

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4. Expansion or Epoxy Anchors	During setting	a. When expansion or epoxy anchors are used remedially to compensate missing fasteners, observe drilling, cleaning, and placement of anchors.
5. Welds	During fabrication, during field welding	a. Continuously observe structural welding using inspector pre-qualified by the County (CBC 1701.5.1), except: 1. Welding in approved fabricator's shop. 2. Single pass fillet welds 5/16" or smaller (periodic inspection acceptable). b. Test full penetration welds and splices in Special Moment Resisting Frames with non-destructive ultrasonic or radiographic methods (CBC 1701.5.2), except: 1. Welds less than 5/16" (continuous inspection required). 2. Reduce testing to 25% if allowed by Construction Manager if reject rate is less than 5%. 3. Testing may be in approved fabricator's shop if allowed by Construction Manager. c. Continuously observe welding of reinforcing steel (CBC 1701.5.3).
6. Curtain Wall and Storefront	Sample prior to installation Final after installation	a. Conduct on-site test to check sample and final curtain wall and storefront systems for water leakage, in compliance with testing requirements of AAMA 501-83 and AAMA 501-2-83.

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EXHIBIT B

COURTS – PASO ROBLES – NEW SUPERIOR COURT FACILITY, 300027

TESTING LAB, OBSERVATION AND SPECIAL INSPECTION – AVERAGE REQUIREMENTS

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit* Price \$</u>	<u>Total \$</u>
A	SOILS OBSERVATION & TESTING				
1	Rough Grading /Excavation/Backfilling/ Observation	Hour	40		
2	Aggregate Base or Non-Expansive Fill Observation	Hour	20		
3	Finish Grading-Flatwork, Paving C&G to Subgrade	Hour	20		
4	Imported Soil/Landscaping Soils Sulfates, Chlorides, Resistivity & pH Tests	Each	2		
5	Maximum Density Tests	Each	3		
6	Nuclear Density Tests/Gauge Tests (nuc gage equipment only)	Each	80		
7	R-Value Tests	Each	1		
B	REINFORCING STEEL				
1	Tensile and Bend Tests	Each	5		
C	CONCRETE INSPECTION AND TESTING				
1	Concrete Mix Design Review	Hour	2		
2	Batch Plant Inspection, Cement Sampling and Supplier Certifications	Hour	60		
3	Expansion or Epoxy Anchor Bolt Tests	Hour	8		
4	Compression Tests (Including Cylinder Molds and Pick-up/Delivery	Each	60		
D	ASPHALT INSPECTION AND TESTING				
1	A.C. Maximum Density Tests (CAL 304, 308)	Each	2		
2	A.C. Field Density (Technician)	Hour	10		
3	A.C. Nuclear Density Tests	Each	10		
4	A.C. Placement Inspection	Hour	12		
E	WELDING INSPECTION				
1	MT Test of Field Welding	Hour	40		
2	UT Test of Field Welding	Hour	24		
3	Visual Field Welding Inspection (periodic)	Hour	40		
4	Visual Shop Welding Inspection (periodic)	Hour	24		
F	HIGH STRENGTH BOLTS				
1	Torque test high strength bolts	Hour	8		
G	SUPERVISION AND MANAGEMENT				
1	Sr. Engineer, Project Manager (Including Meetings, Report Review, Analysis & Affidavits)	Hour	20		
2	Project Engineer (Including Site Visits)	Hour	16		
3	Technician (Report Preparation & Drafting)	Hour	8		
	Subtotal				

*NOTE: Unit Prices to include all charges including but not limited to minimum charges, mileage, overhead, profit, etc.

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Total Estimate (Numeric)	
Total Estimate (Longhand)	

Minimum charges for field time: indicate minimum charges if there are any for field time and interval of calculation (if none indicated, it will be assumed there are none):

\$ _____

Other miscellaneous charges: indicate other miscellaneous charges not outlined in this proposal (if none indicated, it will be assumed there are none):

\$ _____

Firm Name Printed or Typed

Address

Name Printed or Typed

City, State, Zip

Signature

Telephone

Date

Fax