



CONTRA COSTA COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL

PROFESSIONAL CONSULTANT SERVICES

For

**Laboratory Specializing in Soil Testing, Construction Material Testing,
and
Construction Special Inspection Services
Revision 1**

At

Diablo Valley College

D-611 Student Services, Culinary Arts, Food Services, and Commons

DSA APPLICATION # 01-111139

CCCCD Project Number D-611

March 23, 2011

PART 1 – GENERAL

1.1 INTRODUCTION

The Contra Costa Community College District (DISTRICT), acting through its Governing Board, is seeking Proposals from Professional Testing Laboratory Consultant Firms to provide comprehensive testing and special inspection services from a DSA approved firm specializing in Soil Testing, Construction Material Testing, and Construction Special Inspection for the D-611 Student Services, Culinary Arts, Food Services, and Commons Project at Diablo Valley College

Proposals shall be due at 2:00 PM. Friday, April 8, 2011 at the Contra Costa Community College District office located at 500 Court St, Martinez, CA 94553. Submittals shall be time stamped by the Officer on Duty at the Lobby. Please send one (1) original (loose leaf) and five (5) copies (bound or stapled) of requested materials to:

**Purchasing Department
Contra Costa Community College District
500 Court Street, Martinez, CA 94553
Attn: Jovan Esprit, Contract Manager
RE: Laboratory Specializing in Soil Testing, Construction
Material Testing, and Construction Special Inspection Services
Laboratory Services - RFP
Phone: (925) 229-1000, ext. 1247**

1.2 THE DISTRICT

The Contra Costa Community College District was established in 1949 and serves the residents of Contra Costa County. It is the eighth largest multi-college community college district in California. The District Office is located in historic downtown Martinez. The District operates through three colleges and two centers.

1.3 PROJECT DESCRIPTION

The Diablo Valley College Project consists of a new Student Services, Culinary Arts, Food Services building, and an exterior Commons area to be constructed in multiple phases. The building is approximately 85,000 gross square feet, and will be constructed in two halves to be linked in the final phase of the Project. The site for the building and Commons area is approximately 3.5 acres. The Project is at the bidding phase and will be procured as a Design-Bid-Build Project. The Testing Laboratory Consultant selected to provide Services is expected to work with the Architect (Steinberg Architects), the DISTRICT, the Project Inspector, and other special inspectors. The firm will be required to be an integral member of the Project team to provide comprehensive Testing Laboratory Services that meet the needs of the DISTRICT within the Project program, budget and schedule. The Testing Laboratory Consultant will be hired by the DISTRICT as a Consultant contractually independent of the Architect.

Project documents including but not limited to plans, specifications, addenda, bidders lists, bid results, etc. can be viewed at: the DISTRICT Website: <http://www.4cd.edu/webapps/bids>

The Project is expected to start in April 2011 and finish in July 2014.

Part 2 – SCOPE OF WORK:

Principal items of work shall include, but are not limited to:

- Consultant shall provide laboratory testing and field testing, as required.
- Construction Special Inspection – including non-destructive evaluation, field testing and inspection of in plant fabrication, asphalt inspection, concrete placement and batch plant inspection, as required.
- Materials Testing – Field and laboratory testing of concrete, steel, masonry and other construction materials, as required.
- Other Services – including asphalt and concrete mix design review, project documentation, technical support, field, laboratory reports, logs and final verified reports and affidavits, as required.
- Consultant must submit documentation to the DISTRICT of all tests and services provided.

Consultant shall comply with DSA 103 File 7-C1, Application 01-111139 for project requirements (see attached EXHIBIT “A” and EXHIBIT “C”).

PART 3 – TESTING LABORATORY AND SPECIAL INSPECTION SERVICES AND RESPONSIBILITIES

- A. The Testing Laboratory Consultant Firm shall provide comprehensive professional services for Laboratory Testing and special inspections for the Student Services, Culinary Arts, Food Services and Commons.
- B. The Consultant shall carry out the responsibilities delineated in the scope of Laboratory Testing Services set forth in this RFP. Such services shall be performed consistent with the standard of care for professional performing similar services.
- C. The Testing Laboratory Consultant material testing and special inspection services shall consist of all on-site Testing Inspection and Laboratory Testing Services of the Project and all inspection-related activities relating thereto, including, but not limited to, the services set forth under this RFP, and attached EXHIBITS “A” and “C”.
- D. The Testing Laboratory Consultant shall, if directed by the DISTRICT or the Architect perform Special Inspection or oversee Special Inspections by specialty approved Inspectors.
- E. Special Inspection may be performed by the Project Inspector if the Project Inspector has been specially approved for such purposes. Where other Special Testing Inspectors are required to comply with DSA or California Building Code requirements, the Project Inspector will manage coordination, scheduling and timely reporting of results the DISTRICT, the Project Manager, the Architect, and the DSA if required.
- F. The DISTRICT may also require Special Testing Inspection for any other shop fabrication procedures that preclude the complete inspection of the work after assembly. The DISTRICT may require Special Testing and Inspection at the job site in addition to those required in the Laboratory if deemed necessary because of the special use of the materials or methods of construction.

3.1 TITLE 24 CALIFORNIA CODE OF REGULATIONS, DISTRICT STANDARDS, DIVISION OF THE STATE ARCHITECT

- A. The Testing Laboratory Consultant shall ensure that the Project Contractor’s (“Contractor”) installation of work is constructed to Title 24 California Code of Regulations, the DISTRICT standards and any other requirements of Local and State Agencies providing jurisdiction. Verifications shall include, but not be limited to, all material testing, and special inspection on the site and/or in the Testing Laboratory. The Testing Laboratory Consultant inspection shall be according to the Division of the State Architect (“DSA”) instructions for applying to the Laboratory and Acceptance (LEA) Program. (See attached EXHIBIT “A” and EXHIBIT “C”).

Testing Laboratory shall work as peer technical consultant to DSA Inspector. Testing Laboratory shall meet Laboratory Evaluation and Acceptance program created by DSA and listed on DSA’s website. Laboratory administrative and technical procedures shall comply with the California Building Standards Administrative code (Title 24 Part 1.) Testing Laboratory shall have qualified laboratory engineers and special inspection personnel that meet the requirements detailed in DSA Testing Laboratory/Special Inspection Publications IR 17-1 through IR 17-7 and DSA 100: Application for Acceptance of Material Testing Facility and DSA 220: LEA Program On-Site Assessment Report.

3.2 PROJECT TESTING LABORATORY CONSULTANT’S FAMILIARITY WITH PROJECT AGREEMENTS AND REQUIREMENTS

The Testing Laboratory Consultant shall become sufficiently acquainted with the PROJECT and the agreements between the DISTRICT and the Architect, Project Inspector, and Contractor to allow for effective and productive interface between the Testing Laboratory Consultant, the DISTRICT, the Architect, the Project Inspector, the Contractor, and governmental agencies, including, but not limited to, local and state agencies.

3.3 TESTING LABORATORY CONSULTANT’S RELATIONSHIP WITH CONTRACTOR

The Testing Laboratory Consultant shall, through the DSA Project Inspector and Contractor’s representative, maintain liaison with the Contractor during all phases of Project construction for all testing and inspection requirements.

3.4 TESTING LABORATORY CONSULTANT’S RECORDS OF CONSTRUCTION PROCEDURES

- A. **Maintain all Records.** The Testing Laboratory Consultant shall maintain all of Project testing and inspection records of construction procedures on the PROJECT jobsite and laboratory report until the completion of the work. The Testing Laboratory Consultant shall maintain a record of phases of construction procedures, if such construction procedures are required.
- B. **Concrete-Pouring Operations.** The Testing Laboratory Consultant’s records shall show the date and time of placing concrete and the date and time of removal of forms in each portion of the structure.
- C. **Welding Operations.** The Testing laboratory Consultant’s records shall include identification marks of welders, lists of defective welds, manner of correction of defects, and any other relevant information.
- D. **Advise in Advance, observe, Test, Inspect and Record.** The Testing Laboratory Consultant shall advise the Architect and the DISTRICT in advance, verbally and in writing, of the schedule of tests and shall observe the tests at the Project site that are required by the Construction Contract. The Testing Laboratory Consultant shall record in writing all necessary details relative to the testing and inspection procedures and results.

PART 4 – INSURANCE REQUIREMENTS

4.1 COMPLIANCE WITH LAWS, WORKERS COMPENSATION INSURANCE, HOLD DISTRICT HARMLESS

The Testing and Laboratory Consultant shall comply with all applicable federal, state and local laws, rules regulations and ordinances, including works compensation insurance laws. The Testing and Laboratory Consultant understands that, as an independent Contractor, Testing Laboratory Consultant is not covered by any type of DISTRICT insurance, including workers compensation insurance. The Testing Laboratory Consultant shall provide, through insurance policies or self-insurance, works compensation insurance coverage for its employees who provide services hereunder. The DISTRICT understands that the Testing Laboratory Consultant may use independent Contractors, volunteers or others not covered by the Testing Laboratory Consultant’s workers compensation coverage to provide services hereunder. The Testing

Laboratory Consultant shall advise such persons providing services hereunder at the direction of the Testing Laboratory Consultant that workers compensation insurance is not provided by the DISTRICT, and the Testing Laboratory Consultant shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

4.2 RESPONSIBILITY FOR MEDICAL INSURANCE AND COSTS

If the Testing Laboratory Consultant is a self-employed individual, the Testing Laboratory Consultant agrees to arrange, in lieu of workers compensation insurance, for insurance for or financial responsibility for any and all medical and related treatment, and to pay the cost of such treatment, including emergency treatment that may be provided that the Testing Laboratory Consultant did not arrange for which may be required due to any injuries of any type that may sustained by the Testing Laboratory Consultant while performing services under this AGREEMENT. The Testing Laboratory Consultant shall, prior to commencing services herein, provide the DISTRICT with satisfactory evidence of medical coverage as set forth in Paragraph 5.5, below. Cancellation or lack of medical coverage for the Testing Laboratory Consultant shall not relieve the Testing Laboratory Consultant or Testing Laboratory Consultant’s financial responsibility for the cost of medical and related treatment.

4.3 GENERAL LIABILITY INSURANCE

The Testing Laboratory Consultant shall carry and maintain during the term of this AGREEMENT a policy of comprehensive General Liability with a limit of not less than \$1 million (\$1,000,000) per occurrence and \$2 million (\$2,000,000) aggregates. The Testing Laboratory Consultant shall hold the DISTRICT harmless from any and all claims for damages.

4.4 AUTOMOBILE LIABILITY INSURANCE

The Testing Laboratory Consultant shall confirm that all individual inspection staff shall carry and maintain personal Auto Liability for owned, hired and non-owned vehicles, for injury, damage and loss, including, but not limited to, premises and operations, contractual liability and personal injury that may arise from and in connection with the performance or nonperformance of Testing Laboratory Consultant’s services herein. The Testing Laboratory Consultant shall hold the DISTRICT harmless from any and all claims for injury, damage and loss. On an occurrence basis covering owned, scheduled, hired, and non-owned automobiles used in behalf of the Services Provider with limit of liability for \$1 million (\$1,000,000) each accident.

4.5 WORKERS COMPENSATION INSURANCE

With liability limits of \$1 million (\$1,000,000) and other limits as required under California Law; (if applicable.)

4.6 ADDITIONAL INSURED ENDORSEMENT

The DISTRICT, its officers, employees, representatives, volunteers, and agents shall be covered as additional insured. A separate sheet for endorsement must be attached to the certificate of insurance for General Liability, Automobile Liability, and Professional Liability insurance.

4.7 EVIDENCE OF COVERAGE, CANCELLATION OR MATERIAL CHANGES

Not later than ten (10) calendar days after the date of execution of this AGREEMENT and, in any case, prior to commencement of any of the Testing Laboratory Consultant’s services herein, the Testing Laboratory Consultant shall furnish certificates of insurance evidencing the insurance coverage required above, including endorsements, to the DISTRICT Department administering the Agreement, which certificates shall provide that such insurance shall not be terminated or expire or be materially changed without thirty (30) calendar days written notice to the District, and Testing Laboratory Consultant shall maintain such insurance from the time that the Testing Laboratory Consultant commences performance of services hereunder until Testing Laboratory Consultant’s completion of such services. Within sixty (60) days of the commencement of this agreement, the Testing Laboratory Consultant shall furnish certified copies of the policies and all endorsements.

4.8 ADDITIONAL NAMED INSUREDS

All insurance policies, except for Workers Compensation shall contain additional endorsements naming the DISTRICT and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

4.9 WAIVER OF SUBROGATION RIGHTS

Testing Laboratory Consultant shall require the carriers of the coverages required above to waive all rights of subrogation against the DISTRICT, its officers, employees, agents, volunteers, Contractors and subcontractors.

4.10 POLICIES PRIMARY AND NON-CONTRIBUTORY

All policies required above shall primary and non-contributory with any insurance or self-insurance programs carried or administered by the DISTRICT.

4.11 INSURANCE REVIEW

The above insurance requirements are subject to periodic review by the DISTRICT. The DISTRICT’s Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the DISTRICT. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available; the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types or insurance coverage or coverage limits, provided that any such change is reasonable in light of past claims against the DISTRICT, inflation, or any other item reasonably related to the DISTRICT’s risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits shall be made by amendment to this Agreement. Testing Laboratory Consultant agrees to execute any such amendment with thirty (30) calendar days of receipt.

PART 5 –PROPOSAL – SUBMITTAL FORMAT

5.1 PRESCRIBED FORMAT

Submittals received in formats other than that prescribed below may, at the sole discretion of the DISTRICT, be rejected. All sections identified in following paragraphs below must be included for the proposal to be considered complete.

5.2 FORMAT REQUIREMENTS

One (1) original and five (5) copies – should be submitted bound or in three-ring binders on 8 ½” by 11” paper, single-sided, with consecutive page numbers. Sections should be divided by labeled tabs that correspond to the Sections identified in Paragraph 5.3 below. Each section should conform to the page limits specified herein.

5.3 CONTENT AND ORDER

The proposal should contain the following sections in the order presented below. Candidates are instructed to note page limits.

Section Title	Page Limit
Section A: Letter of Interest/Cover Letter	2
Section B: Statement of Qualifications/Relevant Experience	15
Section C: Fee Schedule	7
Section D: Team Member and Professional Credential/Capacities	6
Total	*30

*(30) Pages do not include cover pages and tab/divider sheets

Section Requirements are as follows:

Section A: Letter of Interest/Cover Letter

The proposal should be introduced with a Letter of Interest that presents a statement of interest with a brief description of the firm’s key qualifications to provide the requested materials testing and special inspection services. Include all of the following:

- a. Firm name with address, telephone/fax numbers, email address
- b. Contact name and title including primary point of contact
- c. Years of business and firm background and resources
- d. Number of current employees
- e. Type of business organization

Section B: Statement of Qualifications/Relevant Experience

Provide comprehensive detailed qualifications and experiences of the individual or firm for all proposed personnel including specific qualifications and recent related experience providing

similar services. Include, but are not limited to, the following data and any other relevant information for the DISTRICT to evaluate:

- a. Provide copy of Laboratory LEA # _____ (required valid DSA approval at the time of RFP submittal.)
- b. Provide educational degree, certification, and all related training
- c. Not used.
- d. Provide all professional certification (PE, ACI, ICBO, OSHPAD, etc.)
- e. Provide list of related relevant experience, and similar educational projects
- f. Provide project experience with focus on educational qualifications (include school district, Project name, location, name of A/E firm, construction value, Project type – K-12 Projects, community colleges and higher education Projects, and duration of inspection assignment) with a list of references with contact names and phone numbers on at least five projects during the past five (5) years.
- g. Resumes may be provided as an attachment to the proposal, and will not be counted towards the proposal page count.

Section C: Fee Schedule

Submit a fee schedule for next four (4) years by proposed personnel including names and/or titles, and fully burdened hourly rates. Hourly rates and unit price rates based on hourly prevailing wage rate determinations made by the Director of Industrial Relations may be adjusted over the project timeframe if the DIR adjusts the wage determinations.

Be thorough and specific as this will form the basis of any Master Services Agreement that may be negotiated by the DISTRICT. Proposers may also provide examples of how inspections and test fees will be calculated. The examples should be as comprehensive and possible, and indicate that add-ons, hidden fees, and unexpected charges will not be added to unit price tests and inspections. The fee schedule must include the following:

- a. Unit Price Fee Schedule (see attached EXHIBIT “B”), OR your firm’s current fee schedule listing tests and unit prices at the lowest rate the firm can offer the District for this project. Unit prices should include the cost for a field technician to perform tests in accordance with applicable standard procedures and for on-site testing shall include the cost for a single technician only when applicable. For routine tests the unit price should also include travel time, travel expense, equipment costs, supervision and oversight, and all reporting requirements required by the applicable test method. Additional charges for a Project Engineer, Registered Engineer, Principal Engineer, or an Administrative Assistant should only be applicable for non-routine testing and reporting when required or directed by the District. If using Exhibit B as a Fee Schedule, please write in an appropriate unit of measure if it is not specified.
- b. Hourly Rates, for tests and inspections without unit prices, including General Liability Insurance and all other overhead costs. The Hourly Rate should include all main office and jobsite overhead, fees, main office costs to prepare and mail out test reports, etc. The

District will pay for the number of hours the inspector is on the project plus agreed travel time.

- c. Weekend or Adjusted Hourly Rates with General Liability Insurance and all other overhead costs included, or an explanation at how and when standard rates are adjusted.
- d. Common Reimbursable Expenses (if any), including expected travel time to the Diablo Valley College job site.

Section D: Firm and Team Member Availability and Capacity

Indicate the individual or firm's proximity to the DISTRICT and availability to accomplish the work. List the proposed inspection staff's current and anticipated availability over the next four (4) years. State whether the firm is currently staffed adequately to perform comprehensive testing and inspection on this project, or whether the firm will have to hire staff or use subconsultants. If subconsultants will be used, list prospective subconsultant firms.

5.4 FAXED OR EMAILED PROPOSALS

Faxed or e-mailed submittals will **NOT** be accepted at the sole discretion of the DISTRICT, and will be rejected as non-responsive.

5.5 SUBMITTALS RECEIVED AFTER 2:00 P.M.

It is the practice of the DISTRICT not to consider late submissions. The date stamp is located in the DISTRICT office at main lobby. The DISTRICT shall not be responsible for, nor accept as a valid excuse for late submittal, any delay in mail service or other method of delivery used by the proposer.

5.6 RFP ADDENDA/CLARIFICATIONS

If it becomes necessary for the DISTRICT to revise any part of this RFP, or to provide clarification or additional information after the submittal documents are released, a written addendum will be sent to each recipient of record of the original RFP. Recipients of record are those parties which obtained a copy of the RFP directly from the DISTRICT. Addenda will be sent by E-mail and will be posted at the District Website Link <http://www/4cd.edu/webapps/bids>.. All addenda issued shall become part of the RFP submittal package. In addition, responses to written questions received prior to the specified deadline shall be incorporated into addenda, (if any.)

PART 6 – GENERAL REQUIREMENTS

6.1 PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as any expenses incurred by the proposer in: (1) preparing its submittal in response to this RFP; (2) submitting that submittal to the DISTRICT; (3) negotiating with the DISTRICT any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. The DISTRICT shall not, under any circumstance, be liable for any pre-contractual expenses incurred by proposers, and proposers shall not include any such expenses as part of their submittals.

6.2 NO COMMITMENT TO AWARD

Issuance of this RFP and receipt of submittals does not commit the DISTRICT to award to contract. The DISTRICT expressly reserves the right to postpone submittal opening for its own convenience, to accept or reject any or all submittals received in response to this RFP, to negotiate with more than one proposer concurrently, or to cancel all or part of this RFP.

6.3 JOINT OFFERS

Where two or more proposers desire to submit a single submission in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The DISTRICT intends to contract with single firms and not with multiple firms doing business as a joint venture.

6.4 INSURANCE

At all times during the term of this Agreement, the Consultant shall, at its own cost and expense, procure and maintain the types of insurance as detailed in Part 3. Consultants not able to meet these minimum insurance requirements will be disqualified.

6.5 INDEMNIFICATION

Consultant shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Consultant's negligent, recklessness, or willful acts and/or omissions in rendering any services hereunder. Consultant shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the Social Security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Consultant or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with Consultant's performance under this Agreement.

6.6 SUBMIT QUESTIONS AND/OR REQUEST FOR CLARIFICATION IN WRITING THROUGH EMAIL TO:

Jovan Esprit, Contract Manager
Contra Costa Community College District
500 Court Street, Martinez CA 94553
Phone: (925) 229-1000, Ext. 1247
Email: JEsprit@4cd.edu

- **Last Day for RFI:** **Friday, April 1, 2011 @ 2:00 PM**
- **Last Day for Addendum:** **Tuesday, April 5, 2011 @ 4:00 PM**
- **Submittals Due Date/Time:** **Friday, April 8, 2011 @2:00 PM DST**

6.7 WITHDRAWAL OF RFP

The proposers may withdraw its RFP by submitting a written or facsimile request signed by the proposer’s authorized representative, prior to the time and date specified for proposal submission. A withdrawal or modification offered in any other manner will not be accepted.

6.8 RIGHT OF CANCELLATION

The DISTRICT reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP. The DISTRICT may reject any or all submittals and may waive any immaterial deviation from the RFP. The DISTRICT’s waiver of an immaterial defect shall in no way modify the RFP documents or excuse the proposer from compliance with other provisions of the RFP.

6.9 DISPOSITION OF SUBMITTALS

Submittals become the property of the DISTRICT and may be returned only at the DISTRICT’s option and at the proposer’s expense. Information, excluding proposer’s financial information, contained therein shall become public documents subject to the Public Records Act.

6.10 NON DISCRIMINATION

The DISTRICT does not discriminate on the basis of race, color, national origin, ancestry, sex, age, religion, marital status, disability or sexual orientation in any of its policies, procedures or practices.

6.11 EVALUATION OF STATEMENTS OF QUALIFICATIONS

The DISTRICT’s evaluation is solely for the purpose of determining which firms are deemed best qualified. Statements of Qualification will be reviewed and a determination made by the DISTRICT based upon the submitted information and any other information available to the DISTRICT. The District may request a firm to submit additional information pertinent to the submittal. The DISTRICT also reserves the right to investigate other available sources in addition to any documents or information submitted by the firm. If the firm disagrees with the determination regarding their status, a written request for hearing is required within 7 calendar days from the date of receipt of notice from the DISTRICT. Written requests are to be submitted to Jovan Esprit at the address listed herein.

6.12 RESTRICTIONS ON LOBBYING AND CONTRACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract with any member of the DISTRICT, Board of Trustees, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the proposer.

6.13 INTERVIEWS

Interviews may be requested with the most qualified applicants at the sole discretion of the DISTRICT.

END OF REQUEST FOR PROPOSAL