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COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: **PJ-2**

February 20, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LAC+USC MEDICAL CENTER REPLACEMENT PROJECT
AWARD VARIOUS CONSULTANT SERVICES AGREEMENTS
SPECS. 6550; C.P. 70787
SUPERVISORIAL DISTRICT 1
3 VOTES**

**JOINT RECOMMENDATION WITH THE CHIEF ADMINISTRATIVE OFFICER AND
THE DIRECTOR OF HEALTH SERVICES THAT YOUR BOARD:**

1. Award and authorize the Director of Public Works to execute a consultant services agreement for a not to exceed fee of \$5,781,000 with Smith-Emery Company, to be funded from Federal and State earthquake disaster assistance monies and the issuance of short-, medium-, and long-term financing, and to establish the effective date following Board approval. The work will provide for materials testing and special inspection services for the LAC+USC Medical Center Replacement Project.
2. Award and authorize the Director of Public Works to execute Supplemental Agreement 1 to Consultant Services Agreement PW-12228 for a not to exceed fee of \$107,761 with Materials Engineering Research Laboratory, Ltd., to be funded from Federal and State earthquake disaster assistance monies and the issuance of short-, medium-, and long-term financing, and to establish the effective date following Board approval. The work will provide for quality control services for production of the base isolation bearings for the LAC+USC Medical Center Replacement Project.

3. Award and authorize the Director of Public Works to execute Supplemental Agreement 2 to Consultant Services Agreement PW-11858 for a not to exceed fee of \$268,720 with URS Corporation, formerly known as Dames and Moore, to be funded from Federal and State earthquake disaster assistance monies and the issuance of short-, medium-, and long-term financing, and to establish the effective date following Board approval. The work will provide geotechnical monitoring services during the construction of the LAC+USC Medical Center Replacement Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended consultant services will allow the County to ensure compliance with the regulations and codes governing the construction of the project.

Materials Testing and Inspection Services

These services will augment the quality assurance/quality control program for the project and will consist of providing materials testing and special inspection services, such as shop and site welding inspections for structural steel, as required by OSHPD, the California Building Code (CBC), and the Los Angeles County Building Code.

Base Isolation Quality Control Services

On October 3, 2000, your Board awarded Contract PW-12228 to Materials Engineering Research Laboratory, Ltd. (MERL), in the amount of \$170,657 to provide quality control services to oversee the manufacture of base isolator bearings as required by OSHPD and the CBC. To ensure compliance with these strict codes, OSHPD requires the services of expert, qualified firms to perform appropriate control activities. The scope of services for the quality control of the production bearings in the original contract was not completely defined because OSHPD had not yet approved the base isolation bearing construction documents. OSHPD approved commencement of the bearing production phase in December 2002. As part of this approval, OSHPD now requires continuous inspection rather than intermittent inspection during production of the isolation bearings.

Geotechnical Services

On July 7, 1998, your Board awarded Agreement PW-11858 to URS in the amount of \$496,700 to provide preconstruction geotechnical services for the project. However, during the design phase of the project, due to various agencies' plan check comments, additional geotechnical services were required. Therefore, on November 19, 2002,

Public Works under delegated authority supplemented URS's contract in the amount of \$49,500.

Now, in the construction phase, OSHPD requires that geotechnical services be approved by the geotechnical engineer of record. Furthermore, it is in the best interest of the County to retain URS to provide the geotechnical monitoring services because of its familiarity with the project and involvement in the design and Site Preparation phases.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan Goals of Fiscal Responsibility and Children and Families Well-Being by investing in public healthcare infrastructure.

FISCAL IMPACT/FINANCING

On December 3, 2002, your Board approved a total project budget of \$820,558,000. Sufficient funds are available in the approved total project budget for this agreement and these supplements. The Project Schedule and Budget Summary are included in Enclosure A.

The project is funded through Federal and State disaster aid monies (\$468,970,000), a Federal Emergency Management Agency Hazard Mitigation Grant (\$1,820,000), and various miscellaneous revenue sources (e.g., interest earnings) of approximately \$1,000,000. In addition, approximately \$17,310,000 of the project costs were paid as part of the previous 946-bed replacement facility, including \$12,250,000 in land acquisition costs, \$1,460,000 of utility relocations, and \$3,600,000 of OSHPD permitting fees.

The remaining \$331,460,000 of project costs will be funded through a financing program managed by the Treasurer and Tax Collector, as approved by your Board on December 3, 2002.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Standard agreements, in the form previously approved by County Counsel, will be used. The standard Board-directed clauses that provide for agreement termination, renegotiation, and hiring qualified, displaced County employees will be included.

As requested by your Board on August 12, 1997, and as a threshold requirement for consideration for award of these agreements, Smith-Emery and URS are willing to consider Greater Avenues for Independence Program/General Relief Opportunity for Work participants for future employment. Smith-Emery and URS are in full compliance with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program) and Chapter 2.203 (Contractor Employee Jury Service Program).

As required by your Board, language has been incorporated into the agreements stating that the consultants shall notify their employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws.

Since MERL is a British firm with no employees in the United States, the specific contract language requiring compliance with the Greater Avenues for Independence Program/General Relief Opportunity for Work, Los Angeles County Code Chapter 2.200 (Child Support Compliance Program), and Chapter 2.203 (Contractor Employee Jury Service Program), hiring qualified displaced County employees, and Federal Earned Income Credit law have been removed.

The agreements with Smith-Emery, MERL, and URS will contain provisions requiring the consultants to report solicitations of improper consideration by County employees and allowing the County to terminate the agreements if it is found that the consultant offered or gave improper consideration to County employees.

ENVIRONMENTAL DOCUMENTATION

On June 6, 2000, your Board certified the Environmental Impact Report/Environmental Assessment for the project. On June 7, 2000, FEMA issued a Finding of No Significant Impact for the project and approved the EIR/EA.

CONTRACTING PROCESS

Materials Testing and Inspection Services

On July 1, 2002, Public Works issued a Request for Proposals to provide testing and special inspection services. Five firms submitted proposals. Following review by a Public Works Evaluation Committee, all five proposals met the criteria for the services requested. On October 16, 2002, the Public Works Evaluation Committee conducted interviews with each of the firms to determine the best qualified. As a result of the qualifications-based selection process, Smith-Emery was found to be the firm best qualified to provide the testing and special inspection services for the project. Smith-Emery was selected based on

its project-specific work plan, quality, specific expertise, competency, and the experience of proposed staff for the type of work required. Public Works considers Smith-Emery's fee of \$5,781,000 to be reasonable for the scope of work. The scope of services is described in Enclosure B.

Base Isolation Quality Control Services

On October 3, 2000, your Board approved an agreement for consulting services with MERL to provide base isolation quality control services for a not to exceed fee of \$170,657. The scope of services for the quality control of the production bearings in the original proposal was not completely defined because OSHPD had not yet approved the base isolation bearing construction documents. As part of its approval, OSHPD now requires continuous inspection rather than intermittent inspection during production of the isolation bearings. MERL submitted a proposal for services on January 8, 2003, which after negotiations with the County was revised and finalized on January 22, 2003. Public Works considers MERL's proposal for supplemental services in the amount of \$107,761 to be reasonable for the work to be provided. This represents a 63 percent increase to the original contract and increases the not to exceed contract amount from \$170,657 to \$278,418. The scope of services is described in Enclosure C.

Geotechnical Services

On July 7, 1998, your Board awarded Agreement PW-11858 to URS to provide geotechnical services for the project. On November 19, 2002, Supplemental Agreement 1 was awarded to URS for installation of three groundwater monitoring wells in accordance with the recent directive of the California Regional Water Quality Control Board and for certification of the closeout documents for the Site Preparation contract.

Jurisdictional approval of the Construction Documents requires supplemental monitoring of the geotechnical work during construction by the geotechnical engineer of record.

URS reviewed the geotechnical monitoring required during construction and submitted a final proposal for these supplemental services dated January 29, 2003, in the amount of \$268,720. Public Works considers this fee for supplemental services to be fair and reasonable for the work involved. This represents a 49 percent increase to the current contract and increases the not to exceed contract amount from \$546,200 to \$814,920. The scope of services is described in Enclosure D.

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The existing hospital and all patient care services will remain operational throughout the entire construction period. The project specifications include instructions to the contractor to comply with specific construction constraints from the EIR/EA that will be used to control construction-generated dust, noise, and traffic within acceptable thresholds.

CONCLUSION

Please return one adopted copy of this letter to the Chief Administrative Office (Capital Projects), Health Services, and Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

DAVID E. JANSSEN
Chief Administrative Officer

THOMAS L. GARTHWAITE, M.D.
Director of Health Services

RS:dw

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Enc. 3

cc: County Counsel
Department of Public Social Services (GAIN/GROW Program)
Office of Affirmative Action Compliance

February 20, 2003

ENCLOSURE A

**LAC+USC MEDICAL CENTER REPLACEMENT PROJECT
AWARD VARIOUS CONSULTANT SERVICES AGREEMENTS
SPECS. 6550; C.P. 70787**

I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date	Actual Completion Date
Board Award Design Contract	07/98	07/98
Construction Documents	09/00	09/00
Jurisdictional Approvals	05/02	05/02
Award of Construction	12/03	12/03
Construction Start	01/03	01/03
Acceptance of Project	04/07	

II. PROJECT BUDGET SUMMARY

BUDGET CATEGORY	CURRENT BOARD APPROVED BUDGET	IMPACT OF THIS ACTION	REVISED PROJECT BUDGET
Land Acquisition	\$ 12,250,000	\$ 0	\$ 12,250,000
Make Ready (Bid Package A-1)	\$ 9,800,000	\$ 0	\$ 9,800,000
Construction			
Site Preparation	\$ 11,813,750	\$ 0	\$ 11,813,750
Remaining Construction Work			
(a) Base Bid	\$497,883,000	\$ 0	\$497,883,000
(b) Base Isolator Bearings	\$ 814,626	\$ 0	\$ 814,626
(c) Contingency (7.9 percent)	<u>\$ 39,488,624</u>	<u>\$ 0</u>	<u>\$ 39,488,624</u>
Remaining Work Subtotal	\$538,186,250	\$ 0	\$538,186,250
Construction Total	\$550,000,000	\$ 0	\$550,000,000
Equipment (Medical, Telecommunications/Data, and FFE)	\$ 96,964,000	\$ 0	\$ 96,964,000
Architectural Services	\$ 49,600,000	\$ 0	\$ 49,600,000
Consultants and Vendor Services	\$ 72,498,000	\$ 0	\$ 72,498,000
Permits and Fees	\$ 9,112,000	\$ 0	\$ 9,112,000
County Services	\$ 20,334,000	\$ 0	\$ 20,334,000
TOTAL	\$820,558,000	\$ 0	\$820,558,000

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ENCLOSURE B

**LAC+USC MEDICAL CENTER REPLACEMENT PROJECT
CONSULTANT SERVICES AGREEMENT
SMITH-EMERY COMPANY
SPECS. 6550; C.P. 70787**

The services to be rendered by Smith-Emery will consist of testing and inspection services for the LAC+USC Medical Center Replacement Project. The scope of services shall be as outlined in the Request for Proposal issued by the County on July 1, 2002, the consultant's proposal dated July 26, 2002, the Project Team and Work Plan dated October 16, 2002, the Materials Testing and Special Inspection Cost Summary dated November 27, 2002, and as described herein.

SCOPE OF SERVICES

Testing and Special Inspection Services

General Background:

The work will consist of providing all testing and special inspection services as required by the construction documents, OSHPD, the California Building Code, and Los Angeles County Building Code during construction of the LAC+USC Medical Center Replacement Project. Specific tasks include, but are not limited to, the following:

Requirements:

1. Smith-Emery shall employ only registered special inspectors certified by the Department of Public Works' Building and Safety Division, to perform special inspections as required by the CBC and/or as specified herein.
2. The Specialty Inspections Consultant (herein referred to as Smith-Emery) shall employ specialty inspectors who are considered to be qualified persons and who shall demonstrate competence to the satisfaction of the OSHPD Inspector of Record and Los Angeles County building official for inspection of the particular type of construction or operation requiring special inspection.
3. Smith-Emery shall be the County and OSHPD approved licensed testing laboratory or agency certified as meeting the requirements applicable to testing and inspections. The laboratory or agency will be supervised by a California licensed professional engineer and will hereinafter be referred to as the Testing Laboratory.
4. Soils engineering, if any, shall be performed by a registered professional geotechnical engineer.

5. Smith-Emery shall provide an inspection testing checklist, keyed to applicable construction activities of the project construction schedule, following the order of the specification sections indicating the type of inspections and tests to be performed; the names of the persons responsible for inspection and testing of each segment of the work; and the anticipated schedule for each inspection and test. The schedule shall include special inspections and other off-site inspections in accordance with the contract documents and applicable jurisdictional codes.
6. Furnish copies of each test result, signed and certified by the Testing Laboratory supervising engineer.
7. Testing Laboratory shall submit to OSHPD verified reports covering all tests made by the agency during the progress of the work in accordance with Title 24.
8. Smith-Emery shall furnish daily inspection reports prepared by each Inspector of Record, the engineer or architect of record, and other designated persons.
9. Smith-Emery shall observe the work assigned for conformance with the approved design drawings and specifications as may be modified by approved addenda, Change Order, or Instruction Bulletin.
10. Smith-Emery shall submit a final signed report per applicable building stating whether the work requiring special inspection was, to the best of the inspector's knowledge, in conformance with the approved plans and specifications.
11. Review all contract drawings and specifications to become familiar with the requirements of the project and report any discrepancies, errors or omissions, and conflicts or ambiguities to the County so necessary corrections or clarifications can be made prior to the contractor ordering, fabricating, or installing work.
12. Attend meetings as required with the County and its agents, contractor, and other representatives of the project.
13. Coordinate all aspects of construction inspection with designated County, OSHPD, and project agents.
14. Smith-Emery shall pay its inspectors at the current prevailing wage rate for the project.

SUPPLEMENTAL SERVICES ALLOWANCE

Supplemental services allowance at the sole discretion of the County may include, but are not limited to, the following:

1. Assisting County Counsel

In performing the scope of services herein, Smith-Emery may be requested to assist County Counsel or other attorneys for the County in providing legal advice to the County or in representing the County in disputed matters. In the event Smith-Emery is so requested, Smith-Emery agrees to provide such assistance on a confidential basis and maintain the confidentiality of such assistance as directed by the County and/or its attorneys.

2. Additional Testing And Inspection

Smith-Emery may be required to provide additional testing and inspection as required by the County and OSHPD for items over and above those outlined in its proposal.

SCHEDULE

The materials testing and special inspection services shall be for the construction duration in accordance with the current approved Project Master Schedule.

COMPENSATION

Smith-Emery shall complete the services for a not to exceed fee of \$5,781,000. After issuance of a written Notice to Proceed, Smith-Emery shall submit, on a monthly basis, a payment request for all work completed during that month. Smith-Emery shall be paid on an hourly basis according to the job title and hourly rate of each employee performing work and as provided in the attached Materials Testing and Special Inspection Cost Summary. Payment will be made following approval by the County.

The total fee for basic construction inspection services:	\$5,073,000
The total fee for supplemental services:	<u>\$ 708,000</u>
Total not to exceed fee:	\$5,781,000

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ENCLOSURE C

LAC+USC MEDICAL CENTER REPLACEMENT PROJECT SUPPLEMENTAL SERVICES AGREEMENT MATERIALS ENGINEERING RESEARCH LAB SPECS. 6550; C.P. 70787

The services to be rendered by the Materials Engineering Research Lab, Ltd., shall specifically include, but are not limited to, the services outlined in the consultants proposal dated January 22, 2003, and as described herein for the Production Phase.

SCOPE OF SERVICES

The scope of the work for this supplemental services agreement is for the comprehensive testing and inspection of the prototype and production base isolator bearing fabrication process in accordance with the requirements of the base isolation Manufacturing Specification 13082 and as subsequently required by OSHPD Change Order No. 1. The services listed below are the same as those identified in the original contract. However, because of OSHPD Change Order 1, these services must now be performed continuously rather than intermittently, resulting in a greater work effort. Specific tasks include, but are not limited to, the following:

Prefabrication:

1. Review and approval of all submittals associated with the base isolation bearings as indicated in the project specifications. Review and approval of the base isolator manufacturers quality assurance and quality control plan.
2. Review of all material supplier manufacturers' recommendations for handling, storing, and application/installation.
3. Establish and maintain communication with the base isolation vendor, including a comprehensive understanding of the vendors' material delivery, fabrication, testing, and installation schedule.
4. Verify that calibration of all testing equipment is in compliance with current ASTM standards.
5. Obtain all applicable OSHPD administrative documents to record or report all test results. Comply with other California Code of Regulation sections or other pertinent codes regarding the testing and inspection reporting for base isolators. Each inspection will be documented on the appropriate paperwork and copied to OSHPD, the County, the architect, and the Inspector of Record. The Inspector of Record will approve all OSHPD documents and test results submitted by the consultant.

Material Delivery Inspection:

1. Conduct a detailed inspection of all the materials coming to the base isolator manufacturer, including verification of material certifications attesting to the source and handling of the materials. The consultant will also reject nonconforming materials and immediately notify all appropriate parties.
2. Verify acceptability of the stored material location(s).

Fabrication:

1. Complete inspection of the plate cleaning and preparation of the internal steel shims and exterior top and bottom plates. All plates and shims shall be inspected, as specified and as indicated in the BTR Andre's Quality Assurance Plans, prior to the application of the adhesive to the plates and shims.
2. Continuous inspection of the application of the bonding adhesive to the internal steel shims and the exterior top and bottom plates in accordance with manufacturers recommendations.
3. Selection and dynamic testing of rubber samples. Take one sample every 16 batches.
4. Verification that the build-up and molding of the bearing conforms to the assembly process stipulated in the manufacturers recommended procedures and that the number of steel shims and rubber layers for each bearing are per the approved shop drawings.
5. Observe the first two hours of the vulcanization process to verify temperature and pressure are in accordance with the manufacture's recommendations. The consultant shall also monitor the temperature and pressure, at its discretion, during the vulcanization process. Observe the last hour of the process and review the temperature and pressure checklist chart. Witness the removal of bearing from the press and verify that the bearing was not damaged during the process.
6. Continuous inspection of the post-bonding procedure of the top plate to the bearing and verify it is performed in accordance with the manufacturers recommendations. Observe the temperature and pressure as described above.
7. Continuous inspection of the rubber mixing operations, including milling, calendaring, storage, and handling of all materials. Mixing shall be in complete conformance to the manufacturers recommended procedures and the Base Isolation Manufacturing Specification, Section 13802.

8. Continuous inspection of the prototype bearing full scale testing is mandatory. Witness the entire testing process and inform the Inspector of Record and OSHPD of all testing dates and times for each bearing.
9. All other manufacturing, material testing, and full-scale bearing testing activities that are part of the prototype bearing phase of the project, as specified in the Base Isolation Manufacturing Specification, Section and BTR Andre's Quality Assurance Plan, will require continuous inspection as outlined in the California Code of Regulations, Part 1, Title 24.
10. Document all work, including nonconformance issues and bring nonconformance issues immediately to the attention of the County, Inspector of Record, and Structural Engineer.
11. Recommend acceptance or rejection of any of the aforementioned materials or processes and the basis for the recommendation including a statement from the consultant that the manufacturer has complied with the approved quality control and quality assurance plan in all phases of the work. File all code or contractual reports immediately. Each special inspector employed by the consultant shall file a field report for every activity inspected.

SCHEDULE

The consultant shall be in accordance with the Silvertown UK Limited production schedule dated January 7, 2003, included in MERL's proposal dated January 22, 2003, and the current approved Project Master Schedule.

COMPENSATION

MERL shall complete the additional services for a not to exceed fee of \$107,761. After issuance of a written Notice to Proceed, MERL shall submit, on a monthly basis, a payment request for all work completed during that month. MERL shall be paid on an hourly basis according to the job title and hourly rate of each employee performing work and as provided in the attached Materials Testing and Special Inspection Cost Summary. Payment will be made following approval by the County.

Base Agreement:	\$170,657
Supplemental Agreement 1:	<u>\$107,761</u>
Total Agreement:	\$278,418

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ENCLOSURE D

LAC+USC MEDICAL CENTER REPLACEMENT PROJECT SUPPLEMENTAL SERVICES AGREEMENT URS CORPORATION SPECS. 6550; C.P. 70787

The services to be rendered by URS Corporation will consist of geotechnical monitoring services as indicated in the consultant's proposal dated January 29, 2003, and as summarized below. Specific tasks include, but are not limited to, the following:

SCOPE OF SERVICES

1. Monitoring of excavations.
2. Monitoring of shoring installations including testing of tiebacks.
3. Observing placement of compacted fills and backfills and performing field density tests on the materials being placed.
4. Monitoring and observing foundation excavation including caissons drilling prior to placing steel and concrete.
5. Monitoring of foundation dewatering and related activities.
6. Monitoring construction of slab and roadway area subgrades.
7. Performing additional laboratory tests as needed.
8. Providing consulting services and additional recommendations if site and subsurface conditions differ from those described in the contract documents.
9. Evaluating the applicability of specifications to the soil conditions encountered during construction.
10. Providing progress reports and, following completion of the project, prepare a report detailing the construction monitoring suitable for submittal to the County and/or appropriate governing agencies.

SCHEDULE

The geotechnical services shall be for the construction duration in accordance with the current approved Project Master Schedule.

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COMPENSATION

URS shall complete the additional services for a not to exceed fee of \$268,720. After issuance of a written Notice to Proceed, URS shall submit, on a monthly basis, a payment request for all work completed during that month. URS shall be paid on an hourly basis according to the job title and hourly rate of each employee performing work, and as provided in the attached Materials Testing and Special Inspection Cost Summary. Payment will be made following approval by the County.

Base Agreement:	\$496,700
Supplemental Agreement 1:	\$ 49,500
Supplemental Agreement 2:	<u>\$268,720</u>
Total:	\$814,920