



California State University, Chico

REQUEST FOR PROPOSAL RFP# 2022-03MM FOR CONSTRUCTION INSPECTOR SERVICES

Issue Date: July 7, 2022

California State University, Chico (CSU, Chico) is seeking a qualified firm to provide Inspector of Record services for the new **Behavioral and Social Sciences Building** on the California State University, Chico campus.

I. GENERAL

California State University, Chico is seeking the services of a qualified firm to provide inspection services for the major capital project described below. Duties shall be consistent with the requirements of the 2019 California Building Code and as described herein. Final sequencing and schedule will be coordinated with CSU, Chico and the Contractor. Note: the Firm selected to provide Materials Testing Services for the project will not be selected to provide Construction Inspector Services on that same project. The intent is that, for each project, one firm will provide the IOR and a separate firm will provide the materials testing lab (MTL) services, which typically includes providing special inspectors. The IOR, when not otherwise in demand, will be expected to perform special inspections to minimize unnecessary doubling up on coverage.

The California State University, Chico, Behavioral and Social Sciences Building project consists of one building which will serve as a new academic building on campus. The building is steel construction, three stories tall and 95,000 GSF total. Building exterior features include thin brick, aluminum composite metal panels, cast in place concrete, and glazing. The occupied floors are predominantly comprised of classrooms, offices, conference rooms, special instruction rooms, and open collaborative student spaces. Construction is Type II-A, fully sprinklered. The building contains mixed A-2, A-3, F-1, and B occupancies and is a Risk Category III.

The project is using the CSU Collaborative Design Build (CDB) process having Turner Construction as the selected DB contractor. The building construction cost is estimated at \$76 million dollars and is to be constructed to LEED "Silver", minimum. Construction will begin September 2022 with anticipated completion May of 2024.

Prevailing Wages:

Should any work under this contract be performed by workers in the classifications covered by prevailing wage laws, they shall be paid not less than the prevailing wage for the craft or work they perform as determined by the Division of Labor Standards Enforcement (DLSE). The prevailing wage obligation applies to working partners, sole proprietors or owner/operators as well as employees of the service provider and its subcontractors.

II. QUALIFICATIONS AND SCOPE OF SERVICES

Qualifications:

At a minimum, the Construction Inspector shall have one or a combination of the following qualifying credentials:

- ◆ ICBO/ICC Combination Building Inspector Certification
- ◆ OSHPD (Office of Statewide Health Planning and Development)
- ◆ DSA (Division of the State Architect)
- ◆ Other (City- or County-trained and certified) or equivalent certifications, or inspector must be a licensed architect or registered engineer (both in California).

Preference will be given to proposed Construction Inspectors also possessing ICBO/ICC Special Inspector certifications or their equivalent.

Construction Inspector Duties:

The Construction Inspector has primary responsibility for assuring code compliance, conformance to the plans and specification, and quality control and **must**:

- a. Be familiar with the current plans, specifications and the Contractor's operations at all times.
- b. Personally observe, check and measure items placed in the construction for compliance to the contract documents, technical instructions from the design professional and directives from the Construction Project Manager (and construction administrator, when necessary).
- c. Oversee the work of the Special Inspectors and other representatives of the Materials Testing Laboratory on site. Supervise and/or perform on-site testing and ensure that all required testing is performed.
- d. Check and report all failed tests to the Construction Project Manager and design professional, and request instructions as to further procedure.
- e. Review and sign all test reports.
- f. Responsible for working cooperatively with the Construction Project Manager.
- g. Work closely with the Architect of Record and the Construction Project Manager to fully coordinate the scheduling of all observations, inspection and materials testing requirements for the specific project.
- h. Confirm materials and installation procedures are in compliance with the requirements of the Contract Documents and governing codes.
- i. Maintain a daily diary describing the general work performed, noting problems, rejections inspections & tests completed and unusual events. The diary should be completed daily, tersely, factually, and should reflect the contractor's activities each day. Detail noted in the daily diary shall include.
 1. Weather and site conditions
 2. Contractor manpower presence
 3. Equipment on site
 4. Summarize/characterize contractor activity
 5. Include other details significant to the construction.
 6. Monitor and verify time and materials as needed.
- j. Document and promptly notify the Contractor, Design Professional and the Construction Project Manager of any observed irregularities or non-conforming work or products.
- k. Track and report on correction of deficient work.
- l. Relay instructions from Construction Project Manager and design professional to contractor and problems from contractor to design professional for solution. Actively assist contractor in securing decisions and clarifications from design professional.
- m. Assist the Construction Project Manager in scheduling activities of the Materials Testing Lab and Special Inspection.
- n. Accompany and assist the Design Team in development of Punch Lists.
- o. Represent the Design Team in evaluation of work compliance with standard-of-quality mock-ups, acceptance of corrected punch list items.
- p. Review all Potential Change Orders for code/constructability concerns and sign acknowledging acceptability.
- q. Perform other duties as directed by the Construction Inspector/Construction Project Manager.
- r. Record inspections **daily** on the Construction Project Manager's Record Drawings. Assist the Construction Project Manager in checking billings from testing laboratories to see that billings reflect only those tests actually performed.
- s. Assist the Construction Project Manager in checking contractor's estimate of work completed for progress payments based on the approved cost breakdown.
- t. Per a quality control aspect, assist in the review of submittals, especially shop drawings, in attempt to get ahead any issues that may arise in the field.
- u. Prevent installation of any related work until shop drawings and/or submittals have received final approval from the Construction Project Manager.
- v. Advise the Construction Project Manager and design professional of circumstances surrounding requested changes in the work.
- w. Record the design professional's or his consultants' verbal instructions during field supervision trips in the inspector's daily log for that day or on the field instruction sheet.
- x. Review and distribute Inspection Reports to the Construction Project Manager **daily**.

Restrictions on the Construction Inspector's Authority

The Construction Inspector **SHALL NOT**:

- ◆ Authorize deviations from the contract documents;
- ◆ Avoid conducting any tests required;
- ◆ Interfere with the responsibilities of the contractor and its field staff;
- ◆ Advise on, or issue directions relative to any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
- ◆ Authorize or advise the campus to occupy the project, in whole or in part, prior to final acceptance of the building.

III. GENERAL PROPOSAL SUBMITTAL INSTRUCTIONS

To be considered responsive to this RFP, respondents must submit proposals in the format identified below. All requirements and questions in the RFP must be addressed and all requested data must be supplied. The University reserves the right to request additional information, which, in the University's opinion, is necessary to assure that the respondent can adequately perform the work of the contract. It is presumed the quality assurance standards employed in the preparation and delivery of the proposal are reflective of the respondent's overall quality assurance standards to be used in the performance of the contract. **Emphasis should be on completeness and clarity of content.**

IV. PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

Proposals are to be submitted as follows:

a) **Cover Letter**

The proposal is to be submitted with a cover letter that includes a brief statement of intent to provide the services of the RFP. The letter is to be signed by an authorized officer of the firm who has legal authority in such transactions. An unsigned cover letter/proposal shall be considered non-responsive. If applicable, the letter should include the firm's State of California small business certification number.

b) **Firm Qualifications/Experience**

Bidder is to provide a brief description of the company including staff resources and organization. Please provide the business license number. Bidder is also to provide a description of experience firm has had with providing inspection services for projects similar to that described in this RFP.

c) **Experience/Statement of Qualifications of Proposed Construction Inspector**

Bidder is to provide a Statement of Qualifications describing the experience of the individual proposed as the Construction Inspector. This statement shall include:

- ◆ Name and brief history of individual proposed for each project (e.g., years of experience, background, certifications and licenses, etc.).
- ◆ List of clients (including name, address, contact name and telephone number) for whom individual has performed inspection services for at least the past four (4) years.
- ◆ List of like projects and completion dates (including LEED rating, if applicable) for which that individual has performed construction inspector services. Experience should be described in a level of detail sufficient to demonstrate qualifications. Each project should be limited to a single page description. Evaluation of project experience will consider the completeness of the responses. **Provide Project Information Sheet (Exhibit 1) for each project.**

d) **Fee/Rate Schedule**

The Bidder must present a Firm Fixed Price for the length of the entire project starting with site work through building occupancy plus 30 days which amounts to approximately 655 calendar days. In addition to the fixed price, a standard fee schedule to provide an on-site Construction Inspector for construction projects. This position shall be billed on an hourly rate. This all-inclusive hourly rate includes all expenses related to basic inspection services for the contracted work including, but not limited to, housing or lodging, meals, incidentals, mileage, per diem or other travel costs. Prevailing wage applies. The rates noted will remain firm throughout the contract term. Qualifying overtime shall be compensated at the rate specified in

the proposal. No overtime will be charged without the **prior approval** of the Construction Project Manager. Payment to Service Provider shall be made in accordance with established State fiscal procedures. Anticipated additional services should be provided in a fee schedule. All invoices will be paid in arrears upon proper invoicing and approval by the Construction Project Manager.

- ◆ Minimum of four (4) hours a day will be provided for any campus visit.
- ◆ Project Manager will approve hours daily. Inspector should include hours on the Inspector's Daily Log.
- ◆ Travel time to and from the job site is not reimbursed. The four (4) hour minimum applies to work performed on the job. Time to the Job (University Campus) from Home is not a reimbursable expense and cannot count towards the four hour minimum.
- ◆ Overtime is qualified as that time **over** forty (40) hours per week.
- ◆ Due to the nature of this project, hours outside of a typical 7am-3pm work day should be anticipated.
- ◆ Due to the size of this project, an additional inspector will be required from the start of wall framing through the wall and ceiling close. See the project schedule (Exhibit 2) for time period allotments. Please include the cost in the fixed fee and in the fee schedule for the additional inspector.
- ◆ The fixed cost should include an overtime allowance for fifteen (15) Saturday work days.

Firm Fixed Price	
Hourly Rate for Inspector	
Hourly Rate for Inspector – Overtime	

Reimbursables No reimbursable expense shall be reimbursed without prior approval from the University's Construction Project Manager. Compensation for reimbursable expenses will be for actual expenses, without markup, accompanied by supporting receipts. It is expected that all items will be included in the fees/rates proposed and that additional reimbursement will be minimal, if any. Reimbursable expenses shall be actual expenditures made by the Service Provider working on the project and must be directly related to the project work. Reimbursement shall be made upon receipt of appropriate billing, supporting receipts, and approval of the Construction Project Manager.

Travel Expenses No travel expense or per diem will be reimbursed without **prior approval** from the University's Construction Project Manager. If authorized, it shall be reimbursed at a rate not to exceed the current governing travel rate for State University employees at the time of the Service Provider's travel. All travel, if any, must be pre-approved by the University and is reimbursable when the travel requirements are special situations above and beyond the basic daily inspection services required of a Construction Inspector. Expenses or overhead costs encountered by firms in providing basic services for the daily contracted inspection work, including housing/lodging, meals, mileage or travel, should be included in the base proposal fee. Current reimbursable travel rates for special circumstances are listed below but are subject to change:

- Airfare – commercial airfare – coach or economy class
- Lodging – not to exceed \$275/night excluding taxes
- Meals & Incidental Expenses – actual meal expenses (no alcohol) up to \$55/day
- Incidental Expenses – \$7/day incidentals – itemized receipts are required
- Mileage – \$0.585 per mile

Current CSU Travel and Business Expense Reimbursements Policy is available at:
<https://calstate.policystat.com/>

NOTE: if there is any known or anticipated reimbursable travel or other planned reimbursable expenses not included in the basic hourly rate, please identify and include these on your proposal.

V. SUBMISSION OF PROPOSALS

Proposers shall submit one electronic copy of the proposal in PDF format. The proposal and any attachment documents shall be contained in one submitted file.

The file shall be uploaded to the following Chico State Box folder:

<https://csuchico.app.box.com/f/26153a20346c44e88b46b27033193285>

Due Date: August 4, 2022 by 3:00 p.m. PST

Proposals must be received no later than the date and time specified. Proposals must be submitted sufficiently in advance of the specified date and time to ensure delivery. California State University, Chico assumes no responsibility for delay in delivery of the proposal either by the United States Post Office, by Campus Mailroom, email or internet, or by any other means.

VI. CONTRACTUAL AGREEMENT

After the Request for Proposal (RFP) evaluation, a Service Agreement will be issued to the selected firm. A "Professional Services Related to Public Works" sample agreement, including the General Provisions and Insurance Requirements is located at the following website:

<https://www.csuchico.edu/purc/supplier-vendor-info/sample-agreements.shtml>

The selected firm shall commit to execution of the agreement, in substantial accordance with the terms and conditions of the RFP and the Service Agreement, including the Agreement General Provisions and all licensing, permits, insurance and other requirements. The selected Service Provider will also be required to provide or comply with the following:

- a. Payee Data Record
- b. Driving and Parking Rules for the Campus Core:

<https://www.csuchico.edu/parking/types/commercial.shtml>

VII. INSURANCE REQUIREMENTS

The successful respondent will be required to meet the insurance requirements as identified in the Agreement General Provisions, part of Rider A of the Agreement.

<https://www.csuchico.edu/purc/supplier-vendor-info/sample-agreements.shtml>

VIII. CONTRACT TERM

The contract term shall commence upon full execution of the contract and shall continue until all inspection services related to the specific project have been completed to the satisfaction of the University.

IX. FACILITIES

Office space will be provided for the Construction Inspector. The Respondent shall provide on-site the necessary code books and other publications the Construction Inspector will require in performing the work at no additional cost to the University.

X. UNSATISFACTORY OR UNACCEPTABLE BEHAVIOR

The Construction Project Manager will investigate and evaluate any reported case of unacceptable behavior or unsatisfactory performance by the personnel performing work under any resultant contract. Unacceptable behavior or unsatisfactory performance by contract personnel will be cause for their removal from the project at the request of Construction Project Manager. The decision of the Construction Project Manager will be final in these matters.

XI. EVALUATION TEAM/CRITERIA

a) Evaluation Team

An evaluation team comprised of California State University, Chico employees from Facilities Management & Services, and Procurement & Contract Services will evaluate proposals and assign points. Selection for interviews will be determined on the basis of scores in items 1, 2 & 3 below. The respondents with the highest scores will be invited for an interview. The number of interviewees will be at the University's discretion. The proposed inspector(s) and a principal from the firm are expected to attend the interview session which are expected to be scheduled between **August 15, 2022 and August 19, 2022**. Final selection will be determined by the total score of items 1 through 4 below.

b) Evaluation Criteria

All proposals will be reviewed and evaluated on the following:

	<u>Available Points</u>
1. Firm Experience/Qualifications <i>Overall experience firm has had in performing similar services successfully with other clients.</i>	10 points
2. Personnel Experience and Qualifications/Background <i>Overall experience and qualifications of firm principals and personnel to be assigned to the project(s)</i>	45 points
3. Fees <i>Overall reasonableness of proposed fees</i>	15 points
4. Interview <i>Overall quality of presentation and responses.</i>	30 points
Total Available Points	100 points

XII. AWARD OF CONTRACT

Award of a contract will be made to the respondent receiving the highest number of points, whose proposal best complies with all of the requirements of the RFP, and is deemed to be in the best interest of the University. Small business preference, as applicable, shall be applied in accordance with Title II, Article 2, Paragraph 1896.8. Award of contract is made primarily upon the qualifications of the key person(s) proposed. Substitution of alternates not satisfactory to the University may be grounds for termination of contract. Acceptability of substitute key personnel will be determined at the sole discretion of the University.

XII. COVID-19

Contractor agrees that by performing services against this Contract or purchase order which may require the Contractor, its employees, agents, and/or subcontractors to enter any campus, property, or facility owned or operated by the Trustees of the California State University (hereinafter "CSU Property"), Contractor shall comply, and shall ensure its employees, agents, and subcontractors comply, with CSU's COVID-19 Vaccination Interim Policy, ID 9779821, located at <https://calstate.policystat.com/policy/9779821/latest/>, or with such CSU COVID-19 Vaccination Policy as may be in effect at the time Contractor, its employees, agents, and/or subcontractors seek to enter CSU Property. Moreover, Contractor agrees to reasonably cooperate with CSU to ensure its compliance and that of its employees, agents, and subcontractors with any applicable CSU COVID-19 Vaccination Policy. CSU reserves the right to modify or rescind the CSU COVID-19 Vaccination Interim Policy and/or any other related policy at any time based on federal, state, and/or local public health guidance.

Contractors/Suppliers/Vendors required to enter any Chico State University owned or operated buildings or facilities **shall**:

- Conduct symptom monitoring daily prior to coming on campus;
- Wash hands and/or use hand sanitizer frequently;
- Ensure that employees, subcontractors, and agents have been fully vaccinated with an approved COVID-19 vaccine, OR employ other safety measures which may include but are not limited to: asymptomatic (surveillance) and symptomatic testing; physical/social distancing; wearing face coverings or personal protective equipment; frequent hand hygiene and respiratory etiquette; and isolation or quarantine when warranted.

In addition, Contractors/Suppliers/Vendors are required to comply with the University's current face cover requirements. Contractors can check the University's website, call their campus representative, or call Environmental Health and Safety to check current face cover requirements.

Contractors/Suppliers/Vendors shall supply their own sanitation supplies, face coverings or other personal protective equipment.

XII. OTHER BIDDING INFORMATION

- a) **Errors and Omissions** – If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP or any of its exhibits, he/she shall immediately notify the individual listed at the end of this RFP of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarifications shall be given by written notice to all parties who have been furnished an RFP for bidding purposes.

If a respondent fails to notify the individual listed at the end of this RFP, prior to the date fixed for submission of questions, of an error in the RFP known to him/her, or an error that reasonably should have been known to him/her, he/she shall respond at his/her own risk; and if awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

- b) **Addenda** – The University may modify the RFP, any of the submittal dates, or any of its attachments, prior to the date fixed for submission of proposals by issuance of an addendum to all parties receiving the RFP for bidding purposes. Addenda will be numbered consecutively.
- c) **Alternative Proposals** – Only one proposal is to be submitted by each respondent. Multiple proposals will result in rejection of all proposals submitted by the respondent.
- d) **Rejection of Proposals** – The University may reject any or all proposals and may waive any immaterial deviations in a proposal. The University's waiver of any immaterial deviation shall in no way modify the RFP documents or excuse the respondent from full compliance with the RFP specifications if he/she is awarded the contract. Proposals referring to terms and conditions other than the University's terms and conditions may be rejected as being non-responsive.

Oral communications of CSU officers and employees concerning the RFP shall not be binding on the CSU and shall in no way excuse the respondent of his/her obligations as set forth in this RFP.

The University may make such investigations as deemed necessary to determine the ability of the respondent to perform the work, and the respondent shall furnish to the University all such information and data requested by the University for this purpose. The University reserves the right to reject any proposal if evidence submitted by, or investigation of, such respondent fails to satisfy the University that the respondent is properly qualified to carry out the obligations of the contract and to complete the work specified.

- e) **Errors in the Proposal** – If errors are found in a proposal, the University may reject the proposal.
- f) **RFP Cancellation** – This solicitation does not obligate the University to enter into an agreement. The University retains the right to withdraw this RFP at any time should the project be canceled or it is deemed in the best interest of the University. No obligation either expressed or implied, exists on the part of the University to make an award or to pay any cost incurred in the preparation or submission of a proposal.
- g) **Award of Contract** – The University reserves the right to reject any and all proposals and to award one or more contracts. Award, if any, will be to the respondent or respondents whose proposal best complies with all of the requirements of the RFP, and deemed to be in the best interest of the University. Evaluation methodology and basis for award are described in "Evaluation Team/Criteria" and "Award of Contract."
- h) **Contract Documents** – Contract documents will consist of the Service Agreement. In the event of a conflict between documents, the following order of precedence shall apply:
1. Service Agreement, including the CSU Agreement General Provisions
 2. CSU, Chico Request for Proposal (RFP)
 3. Respondent's Proposal

- i) **Contract Execution** – The selected Service Provider(s) and the University shall commit to negotiation and execution of an agreement, in substantial accordance with the terms and conditions herein. Should the parties be unable to reach final agreement within a reasonable amount of time, the University reserves the right to terminate negotiations and proceed with secondary and tertiary finalists.
- j) **Proposals Property of University** – Proposals become the property of the University and information contained therein shall become public documents subject to disclosure laws.
- k) **Materials Marked Proprietary or Confidential** – Proposers should note that marking proposal documents as “Confidential” or “Proprietary” will not exclude the document from being released as part of a public record after notice of intent to award. Proposers believing their materials to be proprietary or confidential must provide a listing, by proposal page number, of all information identified as confidential and a justification supporting the need for such information to be kept confidential. The University will make the determination whether such materials can be released as a public record or not. **Please be advised that a blanket confidentiality or proprietary legend identifying the entire proposal as confidential, or proposals that have had every page identified as confidential, will not be accepted and may cause the proposal to be rejected.**
- l) **Disposition of Proposals** – All materials, ideas, and formats submitted in response to this RFP will become the property of the University on receipt and may be returned only at the University's option and at the Proposer's expense. One copy shall be retained for official files.
- m) **Non-Endorsement** – If a proposal is accepted, the Service Provider shall not issue any news or other statements pertaining to the award or servicing of the agreement which state or imply University endorsement of Service Provider's services.
- n) **Non-Exclusive** – Service Provider understands and acknowledges that this will be a non-exclusive agreement between the Service Provider and California State University, Chico and that CSU, Chico retains the right to procure Materials Testing and Special Inspection services from others as may be needed by the University during the term of an agreement.
- o) **Small Business, Micro Business and Disabled Veteran Business Enterprise (DVBE) Participation** The University supports statewide goals for participation of small, micro, and disabled veteran business enterprises in state contracts. As such, respondents to this RFP are to include documentation if they are a small, micro, or DVBE vendor/contractor and data on any small, micro or DVBE suppliers or subcontractors that will be used to satisfy the requirements of the contract. Information on State of California Small Business, Micro Business and Disabled Veteran Business regulations is located at:
<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/OSDS/OSDS>

SUBMIT YOUR PROPOSAL NO LATER THAN the date and time listed in Section V., SUBMISSION OF PROPOSALS

Technical questions or questions regarding RFP submission should be directed to Michael McNairn, Procurement & Contract Services, Email: mjmcnairn@csuchico.edu.

EXHIBITS:

Exhibit 1 – Project Information Sheet (1 page) For editable page in Word format, click here:

<https://csuchico.box.com/s/u2ykkwnze95ndidhtn6f03oai9a9otpn>

Exhibit 2 – BSS Project Schedule (11 pages, initial schedule – subject to change)

Project Information Sheet

Firm Name _____

Project Name _____

Bldg. Gross Square Footage: _____ Building Type: _____

Location (City and State) _____

Owner Name, Address, & Telephone Number _____

Architect Name, Address & Telephone Number _____

Check Project Type: _____ Public _____ Private

Project Cost Amount: _____ Value of Your Contract: _____

Date Completed: _____ Contract Duration for Your Contract: _____

Check firm's area of responsibility on project:

Inspector of Record _____ Special Inspection _____ Testing Lab _____

General description of services performed:

OTHER REFERENCES FOR THIS PROJECT

Name	Position	Phone Number
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_____	_____	_____
_____	_____	_____
_____	_____	_____



