

**CATHOLIC CHARITIES DIOCESE OF SAN DIEGO
INVITATION FOR BID DOCUMENT**

Issue Date: MARCH 1, 2023

Title: MISSION GORGE FACILITY UPGRADES

Owner Issuing & Address: Catholic Charities Diocese of San Diego
3888 Paducah Drive
San Diego, CA 92117
(619) 323-2841

Period of Contract: Anticipated completion date is June 30, 2023

Contract Type: Build/Construction

Contract Amount: Contract Amount: \$250,329

PURPOSE

The purpose of the Invitation for Bid (“IFB”) is to solicit Bids for the purposes of entering into a contract through competitive negotiations for the professional services of a Build General Contractor (“Contractor”) authorized to do business in the State of California, is in good standing with the State and who has experience in performing the type of project described within the body of this document.

GENERAL INFORMATION AND SCOPE OF WORK

Mission Gorge Facility Upgrades is located at 4575 Mission Gorge Place San Diego, CA. 92120.

The Owner’s property is comprised of two buildings, including lobbys and operations offices, administration, a classroom, a food pantry, and a kitchen/break room. All proposed project activities will take place in both buildings. Improvements to the facility will be completed as follows:

Installation of security upgrade recommendations resulting from a security vulnerability assessment of the facility conducted by the San Diego Police Department. Security signage (directorial signage), exterior lighting, access control, intrusion detection (metal detector; security gates; burglary alarm; door panic hardware) and video surveillance (video cameras; receiver; wiring) will be installed to deter crime and increase monitoring capabilities that will result in making the facility less vulnerable to criminal activity.

Improvements to update the restrooms at the facility to be fully ADA compliant will improve the conditions for clients and cut down on current emergency plumbing issues that arise. Restroom demolition and replacement (concrete; tile flooring; urinals; sinks; grab bars; toilet partitions; countertops; light fixtures) and painting will be completed, as well as the installation of a new HVAC system to increase efficiency.

Matching of like products is preferred to the extent possible.

All of these items are to be coordinated and constructed with a Licensed General Contractor who has experience with Community Development Block Grant (CDBG) funded projects of similar scope and size. Permit costs will be taken care of by the Owner. Additionally, experience with public works projects and build experience are required.

A MANDATORY PRE-BID MEETING will be held on **March 20, 2023 at 10:00 am** PST at 4575 Mission Gorge Place, San Diego, CA 92120. Bidders are encouraged but not required to attend this meeting to be qualified and ensure their understanding of the Owner's Bidding and contracting requirements.

ALL BID DOCUMENTS ARE DUE ON OR BEFORE April 6, 2023 no later than 11:00 am PST, at the front lobby receptionist to the attention of Michael Reynolds CFO; 4575 Mission Gorge Place, San Diego, CA 92120. All Bids to be considered must be sealed, labeled *Mission Gorge Facility Upgrades Bid* and submitted in hard copy form with one (1) original and two (2) copies.

Sealed Bids will be opened on April 6, 2023 at 11:00 am PST and will be read aloud to the public in attendance.

Should a prospective Contractor fail to submit a Bid on or before the appointment time at the address shown above, the Owner will not open the Bid and in such an event, the Owner will not consider the Bid regardless of the reason for the late submission. All IFB documents will be labeled to indicate the date and time of receipt by the Owner.

BID PROTESTS

Any protests that arise to the bid process must be submitted no later than 10 days from the opening date of sealed bids. Protests received will be given a 10-day resolution time, and the process will continue as stated in the IFB.

AWARD AND SELECTION OF THE CONTRACTOR

Owner reserves the right to reject any or all Bids and to waive any informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the bidders.)

The selection will consider each bidder's overall suitability to provide the required services within the project's time, budget and operational constraints, and it will consider the comments and/or recommendations of the contractor's previous clients, as well as other references. Award of the contract will be to the lowest and most qualified responsible bidder.

Submitted Bids will be reviewed based on the following criteria in addition to all other requirements as stated in this full IFB. Failure of Bidder to sufficiently provide proof of and meeting any or all of the qualifications listed below and throughout this IFB, in the opinion of the Owner, will result in the Bidder's Bid being deemed non-responsive.

- Qualification of the company and experience of the team in similar projects;
- The Bid amount is \$250,329;
- Contractor must demonstrate at least *five years* of experience in similar projects;
- Quality and detail of schedule. Contractor construction schedule must meet anticipated completion date of June 30, 2023;
- Please provide copies of SBE/SLBE/MBE/WBE/DBE and or Section 3 Business certifications as applicable;
- Proposed project cost
- Complete, thorough and comprehensive Bid Package/with all required documents and information submitted.
- Meet Bid guarantee requirements.
- A list of all Subcontractors is required at time of Bid submittal.

- General Contractor must have an **active** registration with the California Department of Industrial Relations (DIR) and an **active** Unique Identifier from SAM.gov.
- All Subcontractors must have an active registration with the California Department of Industrial Relations (DIR) and.

Contractor shall verify all Subcontractors active/debarment and/or suspension status in the following databases:

1. <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>
2. <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

ADDITIONAL INFORMATION

This project is utilizing Community Development Block Grant (CDBG) funds and is subject to all applicable Federal, State and City rules, and the project must be carried out in accordance with Owner's signed agreement with the City of San Diego. The Contractor will be responsible for providing goods and services ancillary to the operation of a federally funded CDBG Program, administered by the auspices of the City of San Diego.

Each Bid submitted must explicitly state that this Bid has been prepared to include compliance with the following:

- Agrees to comply with the Owner's signed agreement with the City of San Diego (a copy is attached and made a part of this IFB);
- Section 3 of the Housing and Urban Development (HUD) Act (12 U.S.C. 1701u and 24 FR Part 75);
- Federal Labor Standards Provisions HUD 4010 Form;
- Labor Code Sections 1720-1743, 1770-1784, 1810-1815, 1860-1861, 3070-3098, and 4100-4114;
- Davis Bacon Act General Wage Decision Number: **CA20230001 (Mod #1, January 13, 2023)**
- State Prevailing Wage Determination Decision Number: **SDI 2022-2** and/or Breakdown of specific trade numbers

Please note, any changes to this Invitation for Bid will be issued to Contractors in attendance at the Job Walk in writing or via email as an official addendum. **Addendum's shall be acknowledged and submitted with Bid.**

FEDERAL DAVIS-BACON ACT COMPLIANCE. Sub-Recipient shall comply, and require its Subcontractors to comply, with the Davis-Bacon Act (40 USC §§ 3141-3144 and §§ 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5), for construction contracts in excess of \$2,000. In accordance with the Federal law, Sub-Recipient shall ensure, and require its Subcontractors to ensure, that all laborers and mechanics performing work relating to the Project are paid at a rate not less than the prevailing wage rate specified in a wage determination made by the United States Secretary of Labor and are paid not less than once per week. If wage rates higher than those required under the Federal law are imposed by State, City or other local law, nothing in this Section 17 is intended to relieve Sub-Recipient or its Subcontractors of the obligation, if any, to pay the higher wage rate. Certified payroll records must be submitted on a weekly basis through the LCP Tracker System.

Contractor must provide proof of being registered with the (DIR) Department of Industrial Relations pursuant to 1770-1781 and also provide proof of Unique Identifier Number with the State of California (SAM.GOV) and shall maintain basic records during the course of work and shall preserve all records for a period of five years thereafter for all laborers and mechanics working at the site of the work.

The Owner shall register this project with the DIR **WITHIN 5 DAYS** of project being awarded. Assigned project number shall be provided to the General Contractor and Subcontractors.

Contractor and Subcontractors must comply with all the provisions stated in the agreement between the Owner and the City of San Diego. Contract payments may be withheld when payroll records are delinquent, inadequate, or that underpayment has occurred.

The work to be performed under this Proposal/Contract is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act [12 U.S.C. 1701u and 24 CFR Part 75]. Section 3 is HUD's legislative directive for providing preference to low-and very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects.

APPLICABLE LAWS

Contractor will abide by all applicable federal, state, county, and city laws and regulations and will obtain (or demonstrate current possession of) any and all permits and licenses that may be required. Failure to meet (or keep current) these requirements may result in termination of any agreement entered into. Any agreement resulting from this IFB will be governed by the laws of the State of California. Venue for any legal proceedings, mediation or arbitration which may arise out of this contract will be in the County of San Diego.

EQUAL EMPLOYMENT OPPORTUNITY

The Owner is an Equal Opportunity Employer and, as such, expects the selected Contractor and its Subcontractors to agree not to discriminate against any Women's and Minority Enterprises and employee or applicant for employment with respect to hiring and tenure, terms, conditions, or privileges of employment, or any matter related to employment because of race, religion, color, sex age, handicap, veteran status or national origin per Title VII of the Civil Rights Act of 1964 (as amended by Executive Orders 11246, 11375, and 12086; as supplemented by 41 C.F.R. chapter 60).

NONDISCRIMINATION

Owner encourages the submission of Bids from Women's and Minority, Disabled Veteran, Disabled, Small Business Enterprise, Women Owned Businesses and SLBE, ELBE.

Owner is an Equal Opportunity Employer. Recipients of contracts with Owner must be aware that the Owner is a pass thru agency for federal, state, county and local dollars and that Owner does not discriminate. Recipients of contracts are subject to prohibitions against discrimination. Recipients of awards agree that they will not discriminate against men or women regardless of race, creed, ancestry physical ability, medical condition, pregnancy, age political affiliation, marital status or sexual orientation. Recipients must comply with Owner's drug free workplace policy.

Recipients are subject to and must comply with all federal, state, county and local laws, including but not limited to nondiscrimination laws, Immigration and Naturalization law, Gender Harassment Warranty and Liability, Americans with Disabilities Act, Social Security Act and Drug Free Workplace.

Owner reserves the right to reject any and all Bids or waive any irregularities in a Bid or in the Bid process.

The Contractor agrees that in addition to the organization, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions.

Equal Employment Opportunity-The Contractor will comply with E.O. 11246, "Equal Employment Opportunity", as amended.

Copeland "Anti-Kickback" Act-The Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair to give up any part of the compensation to which he is otherwise entitled.

Contract Work Hours and Safety Standards Act-The Contractor will comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations. This provision requires wage computations on a 40 hour work week with all hours in excess of 40 paid at 1 ½ times the basic rate of pay.

Clean Air Act and the Federal Water Pollution Control Act, as amended. Contractor agrees to comply with all applicable standards, orders or regulations issued.

Byrd Anti-Lobbying Amendment- Contractors must file required certification. Debarment and Suspension (E.O.s 12549 and 12689). No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.s 12549 and 12689, Debarment and Suspension and 49 CFR part 29.

CONDITIONS OF CONSTRUCTION CONTRACT

No Project Scope of Work ("Work") activities shall be conducted at the site prior to the preconstruction conference with the Contractor or without the Owner and Project Managers approval. No work is to be performed prior to the issuance of the Notice to Proceed. Contractor shall submit to Owner for review and approval a preliminary progress schedule indicating the times (number of days or dates) for starting and completing the various stages of the work, including any milestones specified in the Construction Contract ("Contract"), and identifying when all Subcontractors will be utilized. The schedule will include Contractor deliverables for shop drawings and other submittals.

Within 10 calendar days after written notification of award of Contract, Contractor shall deliver to Owner the signed Contract, insurance certificate(s) and other documentation required for execution of Contract. Contract will not be binding upon until it has been executed by both parties. Owner will not be liable for any delays prior to the award or execution of Contract.

Contractor shall provide copies of all DRAFT subcontracts to the Owner to ensure that all required CDBG terms and attachments are included.

SCHEDULE

Due to the sensitivity of meeting guidelines related to the funding of this project, Contractor's bidding on this project must agree that all work shall begin within 90 days after the issuance of the Notice to Proceed by the Owner and CDBG Project Manager and complete by June 30, 2023. Any delays must be reported in writing to Michael Reynolds at Catholic Charities Diocese of San Diego. Schedule must be updated on a weekly basis and provided to the project team.

REPORTING AND RESOLVING DISCREPANCIES

It is the responsibility of the Bidder to include costs for any unforeseen elements and to provide for all contingencies within their proposed costs. If during performance of the work, Contractor discovers any conflict, error, ambiguity or discrepancy within the Contract documents or between the Contract documents and any provisions of any such law or regulation applicable to the performance of the work or of any such standard, specification, manual or code or instructions of any Supplier, Contractor shall report it to the Owner in writing at once, and Contractor shall not proceed with the Work affected thereby until an amendment or supplement to the Contract documents has been issued by one of the following methods indicated as follows:

The Contract Documents may be amended to provide for additions, deletions and revisions in the work or to modify the terms and conditions thereof in one or more of the following ways:

- a) Change order.
- b) Time Extension Request.

In addition, the requirements of the Contract documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- a) Review of a Shop Drawing or sample.
- b) Written interpretation or clarification.

A written Change Order executed by Owner and Contractor and approved by the City of San Diego is required before Contractor commences any activities associated with a change in the Work which, in Contractor's opinion, will result in a change in Contract Amount and/or Contract Times. **Please note, Change Orders are only allowed for unforeseen conditions.**

INSURANCE

Minimum insurance requirements are as follows:

- A. Commercial General Liability written on an ISO Occurrence Form CO 00-01-07-98 or equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million dollars per occurrence, and subject to an annual aggregate of \$2 million dollars. There shall be coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside of the limits of the policy.
- B. Commercial Automobile Liability. For all of the Contractor's vehicles including owned, hired and non-owned vehicles, the Contractor shall keep in full force and effect, automobile insurance written on an ISO form CA 00-01-12-90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for combined single limit of \$1 million dollars per occurrence. Insurance certificate shall reflect coverage for any vehicle.
- C. Excess/Umbrella Liability to be \$3 million dollars per occurrence/aggregate.
- D. Architects and Engineers Professional Liability. Contractor, and/or Subcontractor, shall ensure the Design Professional they hire or if the Contractor, an/or Subcontractor, will be doing any of the design work for this Project themselves they shall obtain and keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$2,000,000 per claim and \$2,000,000 annual aggregate. The Contractor, and/or Subcontractor, shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Contractor, and/or Subcontractor, agrees that for the period defined above, there will be no changes or endorsements to the policy that increase Urban Corps exposure to loss. All defense costs shall be outside the limits of the policy.
- E. Workers' Compensation. For all of the Contractor's employees who are subject to this agreement and to the extent required by the applicable state or federal law, the Contractor shall keep in full force and effect, Workers' Compensation policy. The policy shall provide a minimum of \$1 million dollars of employers' liability coverage.
- F. Deductibles. All deductibles on any policy shall be the responsibility of the Contractor and shall be disclosed to **Owner** at the time the evidence of the insurance is provided.

ADDITIONAL INSURED

Owner – To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured Catholic Charities Diocese of San Diego and the **City of San Diego** with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

City of San Diego – Each Contractor must endorse the policy or policies in accordance with the City of San Diego Insurance Requirements.

Subcontractors – Each Subcontractor shall obtain all insurance required and shall maintain, in full force and effect, such insurance during and all work performed in connection with the Owner's contract with the Contractor. Subcontractor shall not begin work on a subcontract until all insurance required of the Subcontractor under this Section has been obtained and approved by the Owner.

In any dispute between Owner and Subcontractor pertaining to Owner's contract with the General Contractor, Owner shall not be made a party to any judicial or administrative proceeding to resolve the dispute. General Contractor shall defend and indemnify Owner in any dispute between General Contractor and Subcontractor, should Owner be made a party to any judicial or administrative proceeding to resolve the dispute.

ADDITIONAL RULES/STIPULATION OF TERMS

Expenses for developing the Bids and answering Owner questions are entirely the responsibility of the contractor and shall not be chargeable in any manner to Owner or the City of San Diego.

1. This document is provided as a courtesy. Owner assumes no responsibility for failure to send it to all interested entities or companies. Owner will not be responsible for any oral instructions, nor should a Bid be based upon verbal information from any employee of Owner.
2. A mandatory Job Walk will be held **on March 20, 2023 at 10:00 am** PST at 4575 Mission Gorge Place, San Diego, CA 92120.
3. Addenda issued during the time of the bidding process shall be included in the Bid and shall be made a part of the Contract. Contractor shall list each addendum received.

ADDITIONAL BID SUBMITTAL REQUIREMENTS

Contractors must submit a proposed construction schedule and work plan. Bid is to include a Cover Letter detailing all compliance, conformance and inclusion of information and requirements listed in this full IFB. Additionally, all required forms and documents must be included with this IFB response. Failure of Bidder to sufficiently provide proof of and meeting any or all of the qualifications listed below and throughout this IFB, in the opinion of the Owner, will result in the Bidder's bid being deemed non-responsive.

BID AND CONTRACT DOCUMENT ATTACHMENTS - The following documents provided are hereby made part of this IFB:

- FY 2022 CDBG Agreement Between the Owner and the City of San Diego;
- Federal Labor Standards Provisions HUD 4010 Form;
- Federal Davis Bacon Wage Rate: CA20230001 (Mod #1, January 13, 2023);
- State Prevailing Wage Determination Decision Number: SDI - 2022-2 and/or selected trade numbers

BID REQUIRED ATTACHMENTS: The following items are required to be included with Bid (add whatever other documents you want to have submitted)

- Screen shot of active Department of Industrial Relations (DIR) for General Contractor (GC) and Subcontractors;
- Screen shot of active Unique Identifier from SAM.gov for GC;
- Non-Collusion Statement;
- References;
- Certificates if applicable;
- Copy of active CLSB License for GC and Subcontractors;
- Copy of City of San Diego Business Tax Certificate for GC and all Subs
- Bid Bond – HUD requirement is minimum 5%;