

## **Invitation for Bid**

### **SERVING SENIORS FACILITY IMPROVEMENTS**

**Issue Date: November 15, 2021**

**Gary and Mary West Senior Wellness Center**

**1525 Fourth Avenue**

**San Diego, CA 92101**

Serving Seniors (Owner) invites sealed Bids from licensed, qualified General Contractors for providing materials and labor to Recoat a Spray Foam Roof, install roof access and to remove and replace flooring in the Gary and Mary West Senior Wellness Center located at 1525 Fourth Avenue, San Diego, CA 92101. The construction estimate is \$200,000. The License classification required for this project is a Building Contractor (B).

Sealed Bid packages must be labeled Serving Seniors Roof and Flooring Retrofit Invitation for Bid and must be submitted to the Serving Seniors no later than 10:00 am PST on Friday December 17, 2021. Late Bids will not be accepted. Sealed Bids will be opened immediately following and will be read aloud to the public at the **Gary and Mary West Senior Wellness Center, located at 1525 4th Avenue, San Diego, CA 92101.** A Bid guarantee, payment and performance bond will be required. The Bid guarantee required in the form of a Bid Bond or Certified Check in the amount not less than 5% of the entire Bid amount shall be submitted with Bid. A non-mandatory pre-bid job walk with the Owner will be held on Wednesday, December 8 at 10:00 am PST.

Bid Information can be accessed at:

URL: <https://servingseniors.org/bid/>

or by emailing a request to [JERILYN.LARSON@servingseniors.org](mailto:JERILYN.LARSON@servingseniors.org), Jerilyn Larson, Project Manager. **All questions and inquiries for the information should be emailed to Jerilyn Larson, Project Manager, no later than 5:00 pm on December 9, 2021 and an email will be generated to respond to all questions to the parties who have attended and registered on the plan holders list.**

"The entire project is subject to State prevailing wage laws, pursuant to San Diego Municipal Code section 22.3019 and sections 1720 through 1861 and 3070-3098 of the California Labor Code, and all other City and State requirements that apply. In addition, since Project funding is being provided by Federal Community Development Block Grant (CDBG), this project is also subject to Davis-Bacon Federal prevailing wages, Section 3 of the Housing and Urban Development (HUD) Act [12 U.S.C. 1701u and CFR Part 75], and all other Federal requirements that apply." Wage Determinations are referenced herein and attached to this IFB. If wage rates imposed by State law are higher than those required under the Federal law, City or other local law, nothing in this section is intended to relieve the Contractor or its Subcontractors of the obligation, if any, to pay the higher wage rate. The selected Contractor and any Subcontractors shall submit certified payroll records to owner on a weekly basis, including the original statements of compliance through the LCPTracker portal.

For the purpose of clarity and uniformity in this IFB, the term "Owner" will be used herein as a reference

to the title owner of the property at the location of the project and the term “Project Manager” will be used as a reference to the City of San Diego Community Development Block Grant Project Manager. The City of San Diego may at times be referred to Agency.

The improvements must be carried out in accordance with the Owner’s signed agreement with the City of San Diego. All contractors and Subcontractors must comply with the provisions of the Owner signed agreement provided with the Invitation for Bid documents. Both Owner and City of San Diego insurance requirements must be met. The Owner encourages local, small, minority owned, women owned, disabled, veteran owned, and or Section 3 Businesses to submit Bids.

## **SERVING SENIORS INVITATION FOR BID**

Issue Date: November 15, 2021

Title: Serving Seniors Roof and Flooring Retrofit Project

**Owner Issuing & Address:** Serving Seniors, 525 14th Street, San Diego, CA 92101

Period of Contract: Anticipated completion date is 20 working days.

**Contract Type: Building**

**Contract Amount: \$ 200,000**

### **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 Building 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**

The Serving Senior’s Gary and Mary West Senior Wellness Center is located at 1525 Fourth Avenue, San Diego, CA 92101. The wellness center is a two story building with office, dining, medical and recreational facilities. Improvements to the facilities include SPRAY FOAM ROOF RECOATING and REMOVAL EXISTING FLOORING MATERIAL AND INSTALLATION OF VCT AND SHEET VINYL FLOORING AND BASE, INSTALLATION OF ROOFTOP PREFABRICATED STAIRWAY AND LADDER, MOVING OF FURNITURE TO ALLOW FOR FLOORING INSTALLATION.

A non-MANDATORY PRE-BID MEETING will be held on DECEMBER 8, 2021 at 10:00 am PST at 1525 FOURTH AVE, San Diego, CA 92101. All Bidders are requested to attend this meeting to be qualified and ensure their understanding of the Owner’s Bidding and contracting requirements. If attendance at the non-mandatory job walk is not possible, other arrangements can be made with the Project Manager prior to the walk.

**ALL BID DOCUMENTS ARE DUE ON OR BEFORE DECEMBER 17, 2021 no later than 10:00 AM PST, at the front lobby receptionist to the attention of Jerilyn Larson, Project Manager, SERVING SENIORS- Gary and Mary West Senior Wellness Center LOCATED AT 1525 4th Avenue, San Diego, CA 92101. All Bids to be considered must be sealed and labeled SERVING SENIORS ROOF AND FLOORING RETROFIT and submitted in hard copy form with one (1) original copy clearly labelled.**

**Sealed Bids will be opened on DECEMBER 17, 2021 at 10:00 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.

### **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)
- Davis-Bacon Act Federal Prevailing Wages (SB975, Labor Code Section 1720)
- 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
- (DIR) Department of Industrial Relations registration requirements in accordance with Labor Code Section 1770-1781
- Davis Bacon Act General Wage Decision Number: **CA20210001 Mod 18, 10/28/21**
- State Prevailing Wage Determination Decision Number: **SDI-2021-2**

Please note, any changes to this Invitation for Bid will be issued to Contractors in attendance at the non-Mandatory Bid Walk in writing via email as an official addendum.

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. Subcontractors shall submit certified payroll records through LCP Tracker on a weekly basis, including the original statements of compliance.

The General Contractor and all of their subcontractors selected must be pre- registered with the Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1770-1781 prior to submitting a bid for this project. The General Contractor is also required to have a DUNS Number and have an active registration in the SAM.gov system. The General Contractor selected will need to provide proof of Good Standing with the State of California 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.

This project will be registered with the DIR for an assigned project number. The General Contractor and Subcontractors shall maintain and submit to the Owner and the Project Manager a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury through the

LCPTracker portal. The statement of compliance is signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the U.S. Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he/she performed. The General Contractor shall be responsible for compliance of these provisions by their Subcontractors. The General 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 Bid/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)

### **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. No later than the date of the preconstruction meeting, 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.

A list of all Subcontractors, field superintendents, project managers, and contact information is required.

The Contractor shall verify all Subcontractors debarment and suspension status in the following databases:

1. <https://www.sam.gov/portal/public/SAM> and

2. <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>

Provide copies of print-outs to the Owner and the City of San Diego. Contractor shall provide copies of all subcontracts to the Owner and City of San Diego CDBG Project Manager.

### **AWARD AND SELECTION OF THE CONTRACTOR**

Owner and the City of San Diego CDBG Project Manager 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.) Bid items deemed necessary by the Owner are listed on the Cost Bid Form and should not exceed the construction contract budget. Contractors must respond using the form provided to all Bid items listed on the Bid Form. For purposes of the Contract award, total amount Bid items will be considered as the amount of the Bid.

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.

A 10 calendar day waiting period will be given before selecting the intended contractor to allow for possible protests of the bid process. Any protests that arise, will be given a 10-day resolution time, and the process will continue as stated in the IFB. Any bid protests should be addressed to Jerilyn Larson and sent to [JERILYN.LARSON@SERVINGSENIORS.ORG](mailto:JERILYN.LARSON@SERVINGSENIORS.ORG)

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 on similar projects with roofing and CDBG experience.
- Contractor must demonstrate at least five years of experience in similar projects.
- Evidence that the proposer has financial stability and other resources to complete the work.
- Quality and detail of schedule. Contractor construction schedule must meet anticipated completion date.
- Contractor and Sub List Demonstrates Certifications of: SBE/SLBE/MBE/WBE/DBE and or Section 3 Business
- Quality and detail of the work plan. Contractor must submit a construction work plan. Plan must be clear and concise.
- Current and projected workload, and plan to complete the work within the time constraints described in the Schedule section of this IFB.
- Final proposed cost. (Costs must be detailed as shown in the Bid Form)
- Ability to satisfy the "signed contract & project initiation" requirements described in the Schedule section of this document.

- Complete, thorough and comprehensive Bid Package/with all required documents and information submitted.
- Meet Bid guarantee requirements. A bid guarantee of 5% of the bid price is required from bidders. Upon the award of a contract, a payment and a performance bond for 100% of the contract price will be required.
- Provide references for completed projects.

## **SCHEDULE**

Due to the sensitivity of meeting guidelines related to the funding of this project, Contractors bidding on this project must agree that all work shall be completed within the specified period of contract of the issuance of the Notice to Proceed. Any delays must be reported in writing to Jerilyn Larson: JERILYN.LARSON@SERVINGSENIORS.ORG. Schedule must be updated on a weekly basis and provided to the project team.

Within five (5) 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 the Contract.

## **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, a 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 Serving Seniors 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 and any subcontractor must endorse the policy or policies in accordance with the City of San Diego Insurance Requirements.

Subcontractors 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.

#### **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. Contractor is 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.

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 workweek 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.

Contractor is 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.

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.

## **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.. 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 as noted on the BID FORM.

## **REPORTING AND RESOLVING DISCREPANCIES**

It is the responsibility of the Proposer to include costs for any unforeseen elements and to provide for all contingencies within their proposed cost. 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 be aware that Change Orders are for unforeseen circumstances.

#### **ADDITIONAL BID SUBMITTAL REQUIREMENTS**

Contractors must complete the Bid Form with itemized construction costs and submit a proposed construction schedule. 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 REQUIRED ATTACHMENTS:** The following information is required to be submitted in the bid packet.

- Copy of active CLSB Licenses for General Contractor and Subcontractors
- Screenshot of active Department of Industrial Relations (DIR) registration for General Contractor and Subcontractors
- Screenshot of active SAM.gov registration for General Contractor
- Screenshot of active DUNS number for General Contractor and all Subcontractors
- Non-Collusion Statement
- Cost Proposal Bid Form
- Bid Bonds
- References

**BID AND CONTRACT DOCUMENT ATTACHMENTS:** The following documents provided are hereby made part of this Invitation For Bid.

- Supplementary Conditions- Construction Contract HUD Form 92554
- Section 3 of the Housing and Urban Development (HUD) Act (12 U.S.C. 1701u and 24 CFR Part 75)
- CA Labor Code Sections 1720-1743, 1770-1784, 1810-1815, 1860-1861, 3070-3098 and CA Public Contract Code Sections 4100-4114
- Federal Davis Bacon Prevailing Wage Determination: **CA20210001 Mod 18 Oct 28, 2021**
- State Prevailing Wage Determination: **SDI-2021-2**
- Fiscal Year 2022 CDBG Agreement between Owner and City of San Diego