

City of San Diego

CONTRACTOR'S NAME: _____
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P. Ammerlahn / A. James / LJ

REQUEST FOR QUALIFICATIONS DOCUMENTS (Step 1 of 2)



MULTIPLE AWARD DESIGN-BUILD CONTRACTS (MACC) FOR Intelligent Cities Outdoor Lighting Retrofits

RFQ NO.: _____ **K-17-6712-MAC-3-C-A**
SAP NO. (WBS/IO/CC): _____ **21003788**
CLIENT DEPARTMENT: _____ **1215**
COUNCIL DISTRICT: _____ **CITYWIDE**
PROJECT TYPE: _____ **IH**

THIS PROJECT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

STATEMENT OF QUALIFICATIONS (SOQ) DUE:

**12:00 NOON
NOVEMBER 15, 2016
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101
ATTN: CONTRACT SPECIALIST**

REQUEST FOR QUALIFICATIONS

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1. INTRODUCTION

- 1.1 PURPOSE:** The City of San Diego (City), **Environmental Services Department** is requesting Statements of Qualifications (SOQ) for Multiple Award Design-Build Contracts, also known as Multiple Award Construction Contracts (MACC), pursuant to §22.3310 of the San Diego Municipal Code. This is a solicitation for **INTELLIGENT CITIES OUTDOOR LIGHTING RETROFITS** (Projects) by means of indefinite delivery indefinite quantity (IDIQ) multiple award construction contracts.
- 1.2 NUMBER OF CONTRACTS TO BE AWARDED:** This Request for Qualifications (RFQ) is the first step in the procurement process for the award of multiple Design-Build projects. Upon completion of the RFQ phase, the City in its sole discretion may award **no less than 3** and **no more than 5** contracts to the firms deemed most highly qualified based upon the RFQ Criteria.
- 1.3** The City will not reimburse Design-Builders for costs incurred in the preparation, submittal and participation in the RFQ process.
- 1.4** This RFQ does not commit the City to award a contract, or to procure or contract for work.
- 1.5 SUMMARY OF WORK:** The City is seeking to acquire Design-Build services for Design-Build projects to retrofit approximately 409 pendent roadway/area lights, 6200 LED post-top fixtures, 1163 “gas-lamp” style globes, 1400 “rogue” style lights, 3200 “shoebox” LED area lighting fixtures, 3000 LED sports/ballfield lighting fixtures, and 5000 “cobra head” roadway lighting fixtures. There may be additional fixtures that may also be encompassed in the scope of these contracts. The Design-Builder shall provide all management, supervision, labor, services, temporary facility, equipment, tools, supplies, and any other item or service needed to complete the design, construction, installation, and commissioning as described in **Attachment A**.
- 1.6 PERFORMANCE PERIOD:** The performance period for each contract awarded will include an initial base period of 1 year with four (4) one-year option periods for a total performance period of five (5) years. The option periods will occur automatically unless the City sends written notification to the Design-Builder that the Option is not being exercised.
- 1.7 FORMAT RECEIPT AND OPENING OF SOQs:** SOQs will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego’s electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.
- 1.8 SUBMITTERS MUST BE PRE-REGISTERED** with the City’s bidding system and possess a system-assigned Digital ID in order to submit an electronic proposal.
- 1.9** The City’s bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City’s bidding system will keep a history of every

login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.

- 1.10** Upon entry of their SOQ, the system will ensure that all required fields are entered. **The system will not accept an SOQ for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 1.11 SOQs REMAIN SEALED UNTIL DUE DATE AND TIME.** Electronic submissions are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. SOQs submitted prior to the Due Date and Time are not available for review by anyone other than the submitter, who will have until the Due Date and Time to change, rescind or retrieve its proposal should they desire to do so.
- 1.12 SOQs MUST BE SUBMITTED BY DUE DATE AND TIME.** Once the deadline is reached, no further submissions are accepted into the system. Once the Due Date and Time has passed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, Equal Opportunity Contracting Program (EOCP) compliance and other issues.
- 1.13 RECAPITULATION OF THE WORK.** SOQs shall not contain any recapitulation of the Work. Conditional SOQs may be rejected as being non-responsive. Alternative SOQs will not be considered unless called for.
- 1.14 SOQs MAY BE WITHDRAWN** by the Submitter prior to, but not after, the time set as Due Date and Time.

 - 1.14.1 Important Note:** Submission of the electronic SOQ into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the proposer's submission to upload and be received by the City's eBidding system. It is the proposer's sole responsibility to ensure their SOQs are received on time by the City's eBidding system. The City of San Diego is not responsible for SOQs that do not arrive by the required date and time.
- 1.15 ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the due date to ensure availability.

1.16 ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT

1.16.1 The submitter, by submitting its electronic SOQ, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

1.16.2 The submitter, by submitting their electronic SOQ, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this SOQ are true and correct.

1.17 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

1.17.1 Prior to the Award of a Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>

1.17.2 The City may not award a contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder.

1.18 SOQs ARE PUBLIC RECORD: Upon receipt by the City, SOQs shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the SOQ. General references to sections of the California Public Records Act (PRA) will not suffice. If the Design-Builder does not provide supply applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Design-Builder will hold the City harmless for release of this information.

1.19 PUBLIC DISCLOSURE: Selection announcements, contract awards, and all data provided by the City shall be protected from public disclosure. Design-Builder's desiring to release information to the public, shall receive prior written approval from the City.

1.20 CONFLICT OF INTEREST: Any architectural firms, engineering firms, specialty consultants, or individuals previously retained by the City to assist in drafting the Project's preliminary design, General Development Plan or Drawings shall not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents or other document that was not prepared specifically for this contract, are considered to be eligible to participate.

2. EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) PROVISIONS

2.1 The City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City's expectation that firms doing business with the City have and are able to demonstrate the same level of commitment.

2.2 The Design-Builders are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer subcontracting opportunities to all eligible Subcontractors. The Design-Builder shall comply with requirements of San Diego Municipal Code §§ 22.2701 through 22.2708, Equal Employment Opportunity Outreach Program (EEO Program).

2.3 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM

2.3.1 Prior to the award of the Contract, the Design-Builder, Subcontractors, and Suppliers must register with the City's web-based vendor registration and bid management system, BidsOnline™ hosted by PlanetBids System. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.

2.3.2 Following the award of the Contract, the Design-Builder will be required to use the City's web-based contract compliance application for EOCP reporting purposes e.g., Weekly Certified Payroll, Monthly Employment Utilization, and Monthly Payments. Online tutorials are available at:

<http://stage.prismcompliance.com/etc/vendortutorials.htm>

2.3.3 The City may retain progress payments if:

2.3.3.1 The non-registered Design-Builder, Subcontractors, or Suppliers fail to register,

2.3.3.2 EOCP reporting is delinquent or inadequate, or

2.3.3.3 Underpayment has occurred.

2.4 For additional Equal Opportunity Contracting Program requirements, see the 2015 Whitebook.

3. ESTIMATED CONTRACT VALUE: The cumulative value of all contracts awarded through this solicitation will not exceed **\$100,000,000** for the total performance period (i.e., base period plus all options).

3.1 The minimum Task Order guaranteed is **\$5,000** per Contract over the full term of the Contract, including any options. To receive the minimum guarantee, the Design-Builder must have submitted responsive Proposals to all RFPs in the first year of this contract, and not have been awarded any Task Order. Typical projects will have an estimated construction cost between **\$150,000** and **\$15,000,000**.

4. PROJECT DESCRIPTION: See Attachment A.

5. PROJECT SCHEDULE

5.1 The following milestones are provided for reference only. All dates are tentative and are subject to change.

5.1.1	Pre-submittal Meeting	October 25, 2016
5.1.2	SOQ due date	November 15, 2016
5.1.3	Shortlist Finalists	December 1, 2016
5.1.4	Selection and Notification	December 15, 2016
5.1.5	Receipt of Bonds and Insurance Certifications	January 11, 2017
5.1.6	Notice to Proceed	February 7, 2017
5.1.7	Mandatory Outreach Meeting	TBD

6. STATEMENT OF QUALIFICATIONS REQUIREMENTS

6.1 GENERAL

6.1.1 Design-Builders interested in participating on this MACC as a Prime Contractor shall be pre-qualified.

6.1.1.1 All Design-Builder applicants must submit a complete prequalification application online to the Public Works Contracts, Prequalification Program no later than 2 weeks prior to the SOQ due date and time. Complete information and links to the online prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification.shtml>

6.1.1.2 For additional information or the answer to questions about the prequalification program, contact David Stucky at (619) 533-3474 or dstucky@sandiego.gov.

6.1.1.3 Due to the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

6.1.2 The City desires to receive SOQs only from qualified and experienced Design-Builders who demonstrate significant knowledge of Design-Build construction projects, extensive experience and successful performance on public works infrastructure projects of comparable size and scope.

6.1.3 All Design-Builders must be prequalified under the City's Pre-Qualification Program for a minimum \$15,000,000. Prequalification status for all Design-Builders must be maintained for the term of the MACC.

6.2 CONTRACTOR'S LICENSE(S) REQUIREMENTS:

6.2.1 Class A (General Engineering Contractor) or Class B (General Building Contractor).

7. PROCUREMENT PROCESS

7.1 All properly licensed and pre-qualified Design-Builders will be evaluated and ranked based on past performance, experience and technical qualifications in accordance with Attachment B. The City will, at its sole discretion, interview any or all design-builders who submit an SOQ for the purposes of gaining further information regarding the design-builders' qualifications. Between 3 and 5 of the highest ranked Design-Builders will be selected and awarded a contract.

7.2 For future Design-Build Projects during the term of this MACC, the City will solicit Proposals from all the Design-Builders who receive contracts resulting from this RFQ.

7.3 Architectural firms, engineering firms, consultants, or individuals retained by the City to assist in drafting any portion of the Public Utilities Department's Master Plan, and any other document that was not prepared specifically for this Contract are eligible to participate in the competition with any Design-Builders bidding for the Project.

7.4 Architectural firms, engineering firms, consultants, or individuals retained by the City to assist in drafting the RFQ, RFP, or the Project's preliminary design are not eligible to participate in the competition with any Contractor bidding for the Project.

7.5 The following steps are included in the City's MACC procurement process:

7.5.1 RFQ is issued by the City.

7.5.2 Design-Builders submit SOQs.

7.5.3 The City selects the 3-5 firms determined to be most qualified for a MACC award under this solicitation, and submits the list to the Mayor and City Council for approval.

7.5.4 RFPs for any future MACC tasks shall be issued to the selected Design Builders by the City as needed.

8. PRE-SUBMITTAL ACTIVITIES

8.1 SUBMISSION OF QUESTIONS:

- 8.1.1** The Public Works Department is responsible for responding to questions and opening, examining, and evaluating the SOQs submitted to the City for the acquisition, construction, and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: Contract Specialist listed on the front cover of this RFQ.

Or:

To the email address of the Contract Specialist listed on the front cover of this RFQ.

- 8.1.2** Questions received less than 14 Days prior to the Statement of Qualifications due date may not be considered.
- 8.1.3** Clarifications or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 8.1.4** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Design-Builder's responsibility to be informed of any Addenda that have been issued.

8.2 PRE-SUBMITTAL MEETING

- 8.2.1 Pre-Submittal Meeting:** Design-Builders wishing to submit an SOQ are **required** to attend the Pre-Submittal Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. Failure to attend the Mandatory Pre-Submittal Meeting may result in the Design-Builder's SOQ being deemed non-responsive. The Pre-Submittal meeting is scheduled as follows:

Date: October 25, 2016
Time: 10:00 AM
Location: 1010 Second Avenue, Suite 1400 (Large Conf. Room).

Attendance at the Pre-Submittal Meeting will be evidenced by the Design-Builder's representative's signature on the attendance roster. It is the responsibility of the Design-Builder's representative to complete and sign the attendance roster.

Design-Builders may not be admitted after the specified start time of the mandatory pre-submittal meeting.

8.2.2 To request a copy of the agenda in an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the Pre-Submittal Meeting to ensure availability.

8.3 REVISIONS TO THE RFQ: Any changes to the Contract Documents through addendum are made effective as though originally issued with the solicitation. The Design-Builders shall acknowledge the receipt of any Addenda at the time of SOQ submission.

9. ADDITIONAL TERMS AND CONDITIONS

9.1 CITY'S RIGHT TO CANCEL: City reserves the right to cancel, in part or in its entirety, this RFQ including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFQ, all potential Design-Builders will be notified in writing by the City.

9.2 INTERVIEWS: The City reserves the right to interview and request additional information and clarifications from any responders to RFQ.

9.3 ALLOCATION OF RISK:

9.3.1 The selected Design-Builder shall indemnify and hold harmless the City for claims, suits, losses or damages arising out of the negligent acts, errors, or omissions of the Design-Builder, Subcontractors, or Subcontractors attributable to the design effort.

9.4 PREVAILING WAGE RATES: Prevailing wage rates will apply to this contract.
<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

ATTACHMENTS

ATTACHMENT A

GENERAL PROJECT DESCRIPTION AND ANTICIPATED WORK

ATTACHMENT A

General Project Description and Anticipated Work

1. GENERAL PROJECT DESCRIPTION:

This Multiple Award Construction Contract includes outdoor lighting replacement of various roadway, pedestrian, sports lighting, and other types of lighting, throughout the City. There may be additional new infrastructure associated with the installations. The scope includes the design, selection, and installation of new LED type fixtures that meet prescribed City criteria, further detailed in the RFP. This will also include the installation of city approved "adaptive controls." "Adaptive Controls" shall mean that upon installation and energization of the luminaire that activation and commissioning of the adaptive controls system shall be included and not require any further modification, including re-wiring, and opening up of the luminaire. Work shall include the installation of a communication node in the twist lock receptacle with built-in photocell and any other technical component such as a power meter or digital control module.

The City is seeking to acquire Design-Build services for the retrofit of approximately: 409 pendent roadway/area lights, 6,200 LED post-top fixtures, 1163 "gas-lamp" style globes, 1400 "rogue" style lights, 3,200 "shoebox" LED area lighting fixtures, 3,000+ LED sports/ballfield lighting fixtures, and 5,000 "cobra head" roadway lighting fixtures. (Please refer to section 2 below for list of potential locations). Work and Services required of the Design-Builder include those during design, construction, and startup of the Project. The Design-Builder shall provide all management, supervision, labor, services, temporary facility, equipment, tools, supplies, and any other item or service of every kind and description required for the complete design, construction, and start-up of the Project.

SAMPLE TASKS MIGHT INCLUDE:

1. Exterior light fixture 1 for 1 replacement using LED technology.
2. Lighting controls using city approved adopted adaptive controls system.
3. Commissioning and acceptance testing of all controls.
4. Paperwork management, including applications and submittal of receipts and purchase orders, associated with rebates, incentives, and Title-24 baselining using the current energy code.
5. Engineering design, permitting and Title-24 compliance form.

2. LIST OF POTENTIAL PROJECTS



Pendant



Shoebox



Sports Light



Post Top



Security



"Rogue" Light



Glass Globes



Cobra Head

QTY	Description	Action
409	Area/Roadway	Replace with LED
3158	City Parking	Replace with LED
2871	Sports/Ballfields	Replace with LED
6170	Pedestrian/Roadway	Replace with LED
114	Security	Replace with LED
1392	"Rogue"	Replace with LED
1163	Gaslamp Globes	Replace with LED
4950	Roadway	Replace with LED

ATTACHMENT B
SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

ATTACHMENT B

SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

1. SUBMITTAL REQUIREMENTS

- 1.1. The SOQ shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The SOQ shall be limited to 25 one-sided pages (8 1/2 x 11) - exclusive of resumes, graphics, forms, pictures, photographs, dividers and front/back cover - that address the RFQ requirements. Font Type shall be Times New Roman in a minimum 12 point font size, with a minimum 1" margin for text pages. A cover letter may be submitted but shall not contain any information that is a required element of the RFQ as per Attachment B, Submittal Requirements and Selection Criteria. Any SOQ that does not comply with these formatting standards may not be considered.
- 1.2. SOQs shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- 1.3. SOQs shall be received no later than the time and place specified on the cover of this RFQ. SOQs and related materials received after the date and time specified above may not be considered.
- 1.4. Failure to comply with the requirements of this RFQ may result in disqualification.
- 1.5. Mandatory Meetings. Failure to attend the required meetings on time as evidenced by the sign-in sheets may result in the SOQ being considered **non-responsive** and ineligible for further consideration. The meetings include:
 - 1.5.1 Pre-submittal Meeting
- 1.6. SOQs submitted in response to this RFQ shall be in the following order and shall include:
 - 1.6.1 Acknowledgment of Addenda to this RFQ.
 - 1.6.2 Identification of the Design-Builder.
 - 1.6.3 Exceptions to this RFQ.
 - 1.6.4 Executive Summary.
 - 1.6.5 Experience and Technical Competence.
 - 1.6.6 Proposed Method to Accomplish the Work.
 - 1.6.7 Knowledge and Understanding of Local Environment.
 - 1.6.8 Project Organization and Key Personnel.
 - 1.6.9 Equal Employment and Contracting Information.
 - 1.6.10 Financial Information and Arrangements.
 - 1.6.11 Change Order and Litigation History.

SOQs that do not contain the aforementioned components may not be considered.

2. EVALUATION CRITERIA

- 2.1. Addenda to this RFQ (PASS/FAIL):** The Design-Builder is to confirm in its SOQ the receipt of all addenda issued to this RFQ. Failure to acknowledge all addenda issued may result in the SOQ being considered **non-responsive** and ineligible for further consideration.
- 2.1.1** The Design-Builder is not required to include copies of the actual addenda in its SOQ.
- 2.2. Identification of the Design-Builder (PASS/FAIL):** Failure to provide the Identification of the Design-Builder may result in the SOQ being considered non-responsive and ineligible for further consideration.
- 2.2.1** Legal name and address of company.
- 2.2.2** Legal form of company (partnership, corporation, joint venture, etc.). If joint venture identify the members of the joint venture and provide all information required under this section for each member.
- 2.2.3** Year of establishment of entity.
- 2.2.4** If company is subsidiary of a parent company, identify the parent company.
- 2.2.5** Address of main office.
- 2.2.6** Address of San Diego satellite office if applicable.
- 2.2.7** Contact information for firm, including name, title, email address and telephone number.
- 2.2.8** Number of employees in San Diego County.
- 2.2.9** Applicable License(s):
- 2.2.9.1** City of San Diego Business License Number, including expiration date.
- 2.2.9.2** State Contractor's License Number, including expiration date and all classifications.
- 2.2.9.3** Professional Engineering/Architect License Number, including expiration date.
- 2.2.10** Name, title, address and telephone number of person to contact concerning the SOQ.
- 2.3. Exceptions to this RFQ (PASS/FAIL):** The Design-Builder shall certify that it takes no exceptions to this RFQ and its attachments by signing and submitting with its SOQ the Certification of Exceptions to the Request for Qualifications. If the Design-Builder does take exception to any portion of the RFQ, the specific portion of the RFQ to which exception is taken shall be submitted to the City in writing prior to the Pre-submittal Meeting. Although the "Exceptions to the RFQ" is an evaluation criterion, an exception may be determined by the City to be of such a material nature that such exception may cause the SOQ to be considered non-responsive.
- 2.4. Executive Summary (5 Points Max):** Include a one- to two-page overview of the entire SOQ describing the highlights of the SOQ. Failure to provide the executive summary may result in the SOQ being considered non-responsive and ineligible for further consideration.

2.5. Experience and Technical Competence (25 Points Max):

- 2.5.1.** Describe Design-Builder’s experience in completing similar Design-Build efforts. List three (3) successfully completed projects within the past 5 years for both public and private clients of a similar nature with name of Owner’s Project Manager, phone numbers, project type, total value of completed construction and identify whether the work was for a public or private client. Projects currently in process may be submitted for consideration. Include in your client references projects and clients where the team has worked together.
- 2.5.2.** Design-Builder shall include design and build experience with energy retrofit projects covering lighting and networked controls. Typical Design-Build work includes the following, but is not limited to:
- 2.5.2.1.** Local Representation – Percentage of work force from San Diego County. Ability to assemble local team of local subcontractors, vendors, and manufacturers.
 - 2.5.2.2.** What experience does the design-builder bring to the table to reach milestone goals? What is the track record on completing projects on time and within budget?
 - 2.5.2.3.** Experience with the selection and/or evaluation of adaptive controls technology for outdoor lighting.
 - 2.5.2.4.** Experience establishing and enforcing warranties including responsiveness to repair nonfunctional outdoor lighting.
 - 2.5.2.5.** History of reliable street light fixture and component selection. Experience developing and/or designing “best practices” for street lighting systems with luminaire performance utilizing technical attributes such as measuring heat dissipation while preventing objectionable material such as particulate intrusion that cause lumen depreciation. Identify the number of street lighting patents for new technology that sustain the expected life or increase the efficiency of street lighting systems. Previous awards for design or construction.
 - 2.5.2.6.** Experience selecting outdoor lighting fixtures. Expertise with IES criteria including but not limited to BUG ratings, small target visibility, luminance, illuminance for comprehensive evaluation of fixture criteria, and software used for evaluating photometrics, including S/P ratios.
 - 2.5.2.7.** Experience designing traffic control plans and obtaining traffic control permits.
 - 2.5.2.8.** Organizational skills to mobilize workforces in an effective fashion to accomplish milestones. Ability to utilize several contractors and secure stream of material for a most effective contracting installation work force.
 - 2.5.2.9.** Experience with GIS (Geographical Information System) and GPS (Global Positioning System) and Microsoft Excel spreadsheets as they relate to modifying the street light lists to

be identified in the RFP. Ability to sort, match and modify the street light locations lists. Modifying the City list by adding the unique SDG&E street light number to assemble and update the City street light list with location description, GPS coordinate, date of conversion, existing wattage, voltage, new wattage, SAPID and the SDG&E unique streetlight number.

2.5.2.10. Experience with sports lighting and 50+ foot pole heights.

2.6. Proposed Method to Accomplish the Work (5 Points Max):

Describe in narrative form the Design-Builder’s technical and management approach to the design, construction, and start-up of the facilities. Discuss lines of communications necessary to maintain design schedule and construction schedules. This should not be a design concept, but rather a general discussion of how the team will execute the project.

2.7. Knowledge and Understanding of Local “Environment” (10 Points Max):

Describe experience working in the local “environment” and proposed local presence for interfacing with the City’s project management staff. The “environment” includes but is not limited to: City and other local agencies regulations and policies; local environmental documentation requirements; geotechnical conditions in project area; local building codes; and other local design criteria and community issues.

2.8. Project Organization and Key Personnel (10 Points Max):

Describe proposed project organization and provide an organizational chart, including identification and responsibilities of key personnel. Indicate role and responsibilities of the Design-Builder. Indicate how local firms are being utilized to ensure a strong understanding of local laws, ordinances, regulations, policies, requirements, permitting, etc. Indicate extent of commitment of key personnel for duration of project and furnish resumes of key personnel. Provide indication of staffing level for the project. The City’s evaluation of the Design-Builder will consider the entire team, therefore no changes in team composition will be allowed without prior written approval of the City. Describe Design-Builder’s capacity to perform the work within the time limitations, considering and identifying Design-Builder’s current and planned workload and Design-Builder’s workforce.

2.9. Equal Employment and Contracting Opportunity (25 Points Max)

2.9.1. Work Force Report

2.9.1.1 The Design-Builder shall include in its SOQ either: (1) a completed Work Force Report (see Attachment D) for its employees located within San Diego County only; or (2) an Equal Employment Opportunity Plan. The selected firm may be required to submit workforce data for a regional office prior to contract award.

2.9.2. Equal Opportunity Assurances

2.9.2.1 The Design-Builder shall include in its SOQs the following:

2.9.2.1.1 Specific actions consistently taken to ensure equal opportunity in their employment and subcontracting practices, including past performance and actions to be taken on this project.

2.9.2.1.2 Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Design-Builder's Workforce Report as compared to the County's Labor Force Availability.

2.9.2.1.3 Listing of Design-Builder's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

2.9.3. Subcontractor Documentation

2.9.3.1 Documentation submitted in accordance with this section shall be included in an attachment, which shall be titled "Subcontractor Documentation" to the SOQ.

2.9.3.2 Past Participation Levels - Listing of Design-Builder's Subcontractor (including constructors and design professionals) and Supplier past participation levels on each project listed in response to Section 2.5, Experience & Technical Competence of this RFQ. The Design-Builder shall use the Subcontractor Past Participation List (Constructors, Design Professionals, or Suppliers/Vendors) Form AA50, for this purpose (refer to Attachment D). Include the name of project, type of project, value of project, Subcontractor, Designer, or Supplier/Vendor firm name, percentage of participation, and identification of the firm's ownership as a certified Minority Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), or Other Business Enterprise (OBE) or Emerging Local Business Enterprise (ELBE) or Small Local Business Enterprise (SLBE). Design-Builder should demonstrate a consistent pattern of including certified MBE, WBE, DBE, DVBE, and OBE or ELBE and SLBE.

2.9.4. Non-Discrimination in Contracting

2.9.4.1 Upon the City's request, Design-Builder agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that Design-Builder has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Design-Builder for each subcontract or supply contract. The Design-Builder further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). The Design-Builder understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Design-Builder up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Design-Builder further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

2.9.5. Disclosure of Discrimination Complaints

2.9.5.1 A list of complaints filed or pending against Design-Builder or a written statement from the Design-Builder in accordance with the Section 2.9.4, "Non-Discrimination in Contracting".

2.9.6. Failure of Submission

2.9.6.1 Failure to submit the required EOCP information will result in SOQ being determined as **non-responsive**.

2.10. Financial Information and Arrangements (10 Points Max):

2.10.1. If the Design-Builder is a Joint Venture, the Design-Builder shall address the proposed financial arrangements between the Joint Venture members as they relate to liability to the City for work to be performed under this Project.

2.11. Change Order and Litigation History (10 Points Max)

2.11.1. Change Order History: Provide a spreadsheet that outlines the projects the Design-Builder has completed over the last 3 years; the original contract value of the list projects; the quantity of change orders for each project; and, the percentage of total change order dollar amounts to original contract value for each project. Provide non-owner initiated change order activity as a percentage of the total change order activity. Provide any explanation of change order activity by project that Design-Builder deems appropriate.

2.11.2. Litigation History: Provide a sealed letter that lists all litigations for the past 5 years (or since your last pre-qualification clearance from the City) your firm or firms, if organized as a joint venture, was a party concerning all of the following:

2.11.2.1. Civil or criminal violations of the Occupational Safety and Health Act against any member of the Contractor.

2.11.2.2. Civil or criminal violations of the Contractors' State License Law against any member of the Contractor.

2.11.2.3. Any conviction of any member of the Contractor of submitting a false or fraudulent claim to a public agency.

2.11.2.4. Civil or criminal violations of federal or state law governing the payment of wages, benefits, or personal income tax withholding, or of Federal Insurance Contributions Act (FICA) withholding requirements, state disability insurance withholding, or unemployment insurance payment requirements against any member of the Contractor. Only violations by a Contractor, as an employer shall be deemed applicable, unless it is shown that a member of the Contractor, in his or her capacity as an employer, had knowledge of a subcontractor's violations or failed to comply with the conditions set forth in §1775(b) of the State Labor Code.

2.11.2.5. Civil or criminal violations of federal or state law against any member of the Contractor governing equal opportunity employment, contracting or subcontracting.

2.11.2.6. A description of all instances where a surety company finished the work of a member of the Contractor, or made payments to subcontractors or workers on behalf of a member of the Contractor.

Total Points 100

SOQs that do not contain the aforementioned components may not be considered.

ATTACHMENT C

**CERTIFICATION OF EXCEPTIONS TO THE REQUEST FOR QUALIFICATIONS
DOCUMENTS**

ATTACHMENT C

CERTIFICATION OF EXCEPTIONS TO THE REQUEST FOR QUALIFICATIONS DOCUMENTS

INTELLIGENT CITIES OUTDOOR LIGHTING RETROFITS MACC RFQ CONTRACT

The undersigned, a duly authorized representative of _____
(Company Name)

hereby stipulates that _____ takes no exceptions to this
(Company Name)

Request for Qualifications and its attachments as referenced in this RFQ.

Authorized Representative Date

Authorized Representative's Title

Company

OR

The undersigned, a duly authorized representative of _____
(Company Name)

hereby stipulates that _____ takes the following
exceptions
(Company Name)

to this Request for Qualifications and its attachments as referenced in this RFQ.

Authorized Representative Date

Authorized Representative's Title

Company

ATTACHMENT D
FORMS

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: _____

TYPE OF PROJECT: _____ DOLLAR VALUE OF PROJECT: _____

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [®]	WHERE CERTIFIED [®]
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.



City of San Diego
 EQUAL OPPORTUNITY CONTRACTING PROGRAM
 1200 Third Avenue, Suite 200, San Diego, CA 92101
 (619) 236-6000 FAX: (619) 235-5209

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report*.

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: _____

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ FAX Number: () _____

Name of Company CEO: _____

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ FAX Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: () _____ FAX Number: () _____

For Firms: San Diego Work Force and/or Managing Office Work Force

I, the undersigned representative of

 (Firm Name)

_____, _____ hereby certify that information provided
 (County) (State)

herein is true and correct. This document was executed on this day of _____,

200_____.

 (Authorized Signature) (Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: _____ DATE: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial														
Professional Specialty														
Engineers/Architects														
Technicians and Related Support														
Sales														
Administrative Support/Clerical														
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*														

*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

GRAND TOTAL ALL EMPLOYEES														
---------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

WORK FORCE REPORT - Page 3

NAME OF FIRM: _____ DATE: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Carpenter														
Drywall Installer														
Electrician														
Elevator Installers														
Finishers, Concrete or Terrazzo														
Glaziers														
Helpers, Construction Trade														
Ironworkers, Structural Metal Workers														
Laborers														
Millwrights														
Masons, Bricklayers														
Tilesetters														
Operators														
Painters														
Pipefitter, Plumbers														
Plasterers														
Roofers														
Security, Protective Services														
Sheet Metal, Duct Installers														
Welders, Cutters														
TOTALS EACH COLUMN														
GRAND TOTAL ALL EMPLOYEES														

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--



1.6.1 – Select Electric recognizes the receipt of the following Addenda:

- 1) Addendum No: 8, Date: _____
- 2) Addendum No: _____, Date: _____
- 3) Addendum No: _____, Date: _____
- 4) Addendum No: _____, Date: _____
- 5) Addendum No: _____, Date: _____
- 6) Addendum No: _____, Date: _____

Signature of Submitter: _____

A large, stylized handwritten signature in blue ink, appearing to read "Banks Robey", is written over a horizontal line.

Name: _____

The name "Banks Robey" is handwritten in blue ink over a horizontal line.

Title: _____

The title "President" is handwritten in blue ink over a horizontal line.

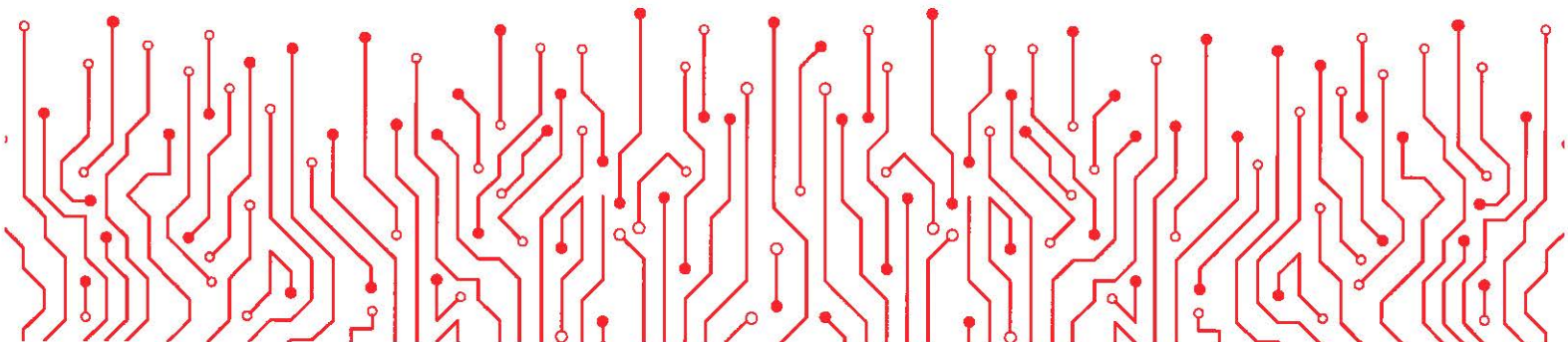


Intelligent Cities Outdoor Lighting Retrofits MACC

Select Electric, Inc. Proposal



SELECT
ELECTRIC, INC.





November 15th, 2016

Select Electric, Inc.
2790 Business Park Drive
Vista, CA 92081

Rosa I. Riego
Contract Specialist
rriego@sandiego.gov
City of San Diego
1010 Second Avenue, 14th Floor, MS614C
San Diego, CA 92101

**RE: RFQ Number: K-17-6712-MAC-3-C-A; Intelligent Cities Outdoor Lighting Retrofits
MACC**

Dear Ms. Riego,

Our entire team, led by Select Electric, Inc. and including Visual Concepts Lighting, Inc. and Rick Engineering is pleased and excited to submit our response to the Intelligent Cities Outdoor Lighting Retrofits Request for Qualifications (RFQ).

We formed this locally based team specifically to bring together the best talent available in San Diego County to undertake this project. We believe that our locally based team of experienced Designers, Engineers, Project Managers and trade craft labor will be able to perform the task orders competitively and with the best design options available in the marketplace today.

We are firm believers in the ambitious goals in the Climate Action Plan that the City has placed upon itself. We are very excited to be able to use our talents to be part of making Americas Finest City, our home, the first major City to be 100% reliant on renewable energy sources by 2035.

We, very much, would be like to be one of the short listed teams in this MACC program. Please do not hesitate to reach out if you have any questions regarding our submittal.

Very Truly Yours,
Select Electric, Inc.

Brooks Roffey
President

Lighting installed by SEI



1.6.1: Addenda to this RFQ:

See attached List of Addenda included in this RFQ response.

1.6.2: Identification of the Design Builder:

Our legal name is Select Electric, Inc.; we were established in 1974. Today, we are an S-Corporation in the State of California..

Our Parent Company is:
Meruelo Enterprises, Inc.
9550 Firestone Boulevard
Downey, CA 90241

Our Main Office Address:
2790 Business Park Drive,
Vista CA 92081

Contact information:
Omar Echeverri
Vice President of Estimating
oecheverri@selectelectricinc.com
(619) 460-6060

Select Electric has 51 Employees in San Diego County at the time of bid.

APPLICABLE LICENSES:

City of San Diego Business License Number:
B1974045924 Expiry Date: 06/30/2017

State of California License Number:
297034 Expiry Date: 10/31/2018
classifications: A, B, C-10

Professional Engineering License Number:
Milton C. Niederhaus | Professional Electrical Engineer E8636, Exp: 09/18
Mark M. Jugar | Traffic Engineer 2175, Exp: 06/2017; Civil Engineer 66939, Exp 09/2018

SOQ Contact Information:

Omar Echeverri
Vice President of Estimating
oecheverri@selectelectricinc.com
(619) 460-6060

1.6.3: Exceptions to this RFQ:

See signed Attachment C: Certification of Exceptions



Our Team:

Select Electric, Inc. (SEI), Visual Concepts Lighting, Inc. (VCL), and Rick Engineering joined forces for the specific reason to build the best, most qualified locally based team to respond to the Intelligent Cities Outdoor Lighting Retrofit MACC. Our roots and understanding of the local environment are very deep.

Established in 1974 in San Diego County and currently performing over \$40,000,000 in annual revenues, we remain a San Diego County based Contractor. SEI has been self-performing traffic signaling and street lighting projects successfully for over 40 years across the County and in the City of San Diego. We are also a registered Minority Owned Business Enterprise (MBE) with the State of California. We have excellent experience with the GE Lightgrid Outdoor Wireless system with the City of San Diego and many other LED lighting retrofit projects. When it comes to complicated Intelligent Transportation Systems (ITS) including complicated lighting controls systems like the GE Wireless Nodes for example, unlike our local competition, we have the technicians on staff to self-perform that integration work. We also have an impeccable safety record working with traffic control plans and permits in the public right-of-way from both the public perspective and our workers perspective. We mobilize a local workforce of over 50 people along with their heavy equipment on a daily basis and have an impeccable track record at finishing our projects on time and within budget. We have in house experience and equipment to deliver 100+ foot tall high mast lighting retrofit projects. We have experience in all major contract types including design-bid-build, CM at Risk, CM Multi Prime and Design Build. We are active members of the Associated General Contractors – San Diego (AGC) and

the National Electrical Contractors Association (NECA). We are a signatory contractor to IBEW local 569, LIUNA Local 89 and IUOE Local 12. Our local relationships in business and labor groups will make us a valued partner for the City of San Diego, regardless of the District the task orders are in.

Visual Concepts Lighting, Inc. (VCL) is a San Diego based outdoor lighting design and electrical engineering firm. As designers, we focus on creating “outdoor lighting portraits” for our clients. We provide not only expert lighting design service, but also all electrical engineering in house, including Title-24 Mandatory Measures forms. We are a registered ELBE (#14VL1115) with the City of San Diego and a registered MBE (#14060028) and SB/MB/SBE (#1756389) and DBE (# 42179) with the State of California. But, with 7 design professionals on staff, and as demonstrated by our LED conversion project for the majority of the Port of San Diego portfolio, we have proven that we have the resources to service any task order that comes available through this MACC.

We are familiar with all City of San Diego lighting design codes, criteria and ordinances. We are also experts in designing to IES criteria including BUG ratings, small target visibility, luminance, illuminance, etc.

Rick Engineering is a San Diego based civil engineering and surveying firm. We have a full service traffic division that designs and drafts traffic control plans and pulls traffic control permits on a regular basis. We were pioneers in the county for working with Geographical Information Systems (GIS) and Global Positioning Systems (GPS). We also have experience updating the unique SDG&E street light numbers with the GPS data.

Our Approach:

Our approach is to assign lead project manager (PM) Rosa Loloee who will be the main point of contact for each task order. Both VCL and Rick Engineering will also assign a PM to each task order reporting to Rosa Loloee. During the preconstruction and design phase of a task order, the VCL PM will take the day-to-day lead on managing the design with supervision from SEI. During the construction phase of the task orders Rosa will manage the day-to-day construction activities. She will be supported by our estimating, scheduling, safety and accounting departments to ensure that our designs don't exceed our budgets, our schedule progress is tracked (in Primavera P6), our designs, traffic control and work plans are safe and our billing and certified payroll is impeccable.

Our VCL PM will handle the day to day management of the task orders during preconstruction and design with oversight and supervision from Rosa Loloee. Since she will weigh in on the designs with site conditions, budget, lead time, site logistics and constructability issues during design, she will be able to step in seamlessly and lead the projects to successful completion once the design phase has wrapped up and the construction and warranty phases begin.

Our Rick Engineering PM will produce our traffic control plans and will perform the updates to the SDG&E lists including gathering and publishing GPS and GIS information.

Our People:



Rosa Loloee is our proposed lead Project Manager. A resident of downtown San Diego for many years, she is a Registered Professional Engineer in the State of California and has years of traffic signal and streetlight experience. She has a great track record of delivering projects safely, on time and at budget. She has terrific experience working on projects with the City of San Diego, including the GE Evolve Wireless LED streetlight system. She has experience with both private and public clients and design build experience with a major civil general contractor.

Ken Perez Sr. is the President of VCL. He has been in the electrical field for more than 30 years with experience in both construction as well as electrical engineering design. Ken serves as Vice President of the San Diego Section of the IES. His experience has caught the attention of many municipal agencies and has been called upon to offer expert advice on lighting ordinances as well as lighting design guide criteria. He also serves as a lighting judge for certain venues and teaches Outdoor Lighting Fundamentals teaching module for the San Diego Section of the Illumination Engineering Society. He also serves as a lighting forensics expert for lighting litigators.



Mark Jugar has 21 years of experience in the traffic engineering industry, he has served as project engineer and/or manager for both traffic planning and design projects. Having prepared over 100 traffic impact studies, he is very knowledgeable with the planning, design and operational aspects of traffic engineering.



Select Electric, Inc. (SEI) was founded in 1974 in San Diego County and has successfully completed countless electrical projects in San Diego County for over 40 years for both private and public clients. Our electrical projects encompass traffic signals, street lighting and the Intelligent Transportation Systems (ITS) and controls systems that control them. From Federal and State freeways, to municipal streets, to parking lots, to bridges, down to new private developments, we have a long track record of completing projects successfully. We have experience in all contract delivery methods from design-build projects like the 91 Freeway expansion, the light rail expansion to LAX and the Osler Parking Garage on campus at UCSD, to Construction Manager-at-Risk projects like the Mid Coast trolley expansion, to countless traditional design-bid-build projects.

We have selected three projects to highlight our relevant experience for this MACC.

1.6.5.1. A Project #1: Fairmount Ave Street Lights

Our first sample project is our Fairmount Avenue project completed for the Public Works Department at the City of San Diego. The project was at Fairmount Avenue and Aldine Drive. This project was initially designed with traditional line voltage induction light fixtures, or luminaires. The City wanted to change direction to LED. As a result, we worked with the team to get General Electric (GE) Evolve LED Roadway Luminaires combined with a GE LightGrid wireless lighting control system approved and installed. The dimmable GE Evolve 700mA ERS2 Cobrahead luminaires included a GE LightGrid Outdoor Wireless Node installed in the twistlock receptacle. The project also included GE wireless gateway controllers to communicate back to the Public Works Department. The project was in the City of San Diego Right-of-Way and we successfully designed our traffic control plans, acquired our traffic control permits, closed the lanes where required and completed the work safely without any incidents. Our proposed Project Manager Rosa Loloee and Superintendent Jordan Anderson worked together on this project. We used 100% local San Diego County based labor that consisted of long time SEI employees from IBEW Local 569, LIUNA Local 89 and IUOE Local 12. We used our own locally based trucks, cranes and equipment to complete the work. We completed the project on time and within budget.



Figure 2: Fairmount Ave Street Lights with GE LightGrid Wireless Node

Total value of completed construction was \$616,755. The City of San Diego Project Manager was Fernando Lasaga (619) 533-7406, FLasaga@sandiego.gov



Figure 3: El Cajon Blvd. LED Street Lights

1.6.5.1. B Project #2: El Cajon Street Lights

Our second sample project is the El Cajon Boulevard Street Lights replacement project for the Public Works Department at the City of San Diego. We completed multiple blocks for the project. The first was on El Cajon Boulevard from Oregon to Utah Street on the North side of the street and the second from Iowa to Illinois on both the North and South sides of the street. The idea behind the project was to replace the highly decorative poles and acorn fixtures with new ones due to the age and wear and tear on the equipment. The project was designed and awarded to us with the plan to use traditional line voltage induction luminaires with the poles and luminaire housings painted custom color CCDC Green. With a

change in direction, the City Engineer asked if we could put together an LED solution instead. So again, working with the team, we submitted and installed a highly decorative LED acorn fixture from King Luminaire to match CCDC design standards. It mimicked a 3000k IES Type IV induction luminaire and was controlled with a concealed photocell. Our Superintendent rebuilt the electrical infrastructure for the project to receive the new LED luminaires. Our proposed Project Manager Rosa Loloee and Superintendent Jordan Anderson worked together on this project. The project was in the City of San Diego Right-of-Way and we successfully designed our traffic control plans, acquired our traffic control permits, closed the lanes where required and completed the work safely without any incidents. We used 100% local San Diego County based labor that consisted of long time SEI employees from IBEW Local 569, LIUNA Local 89 and IUOE Local 12. We used our own locally based trucks, cranes and equipment to complete the work. We completed the project on time and within budget.

Total value of completed construction was \$339,429.77. The City of San Diego Project Manager was Fernando Lasaga (619)533-7406, FLasaga@sandiego.gov

1.6.5.1.C Project #3: Port of San Diego LED Street Light Retrofit - Design

Our third sample project is our Port of San Diego's LED Street Light Retrofit Design completed for the Port of San Diego's Engineering Division. The project scope covered the majority of all port owned outdoor sites including many Port owned public roadways of various sizes, many Port owned parks of various sizes, many Port owned parking lots of various sizes and the Nimitz bridge located on N. Harbor Dr. as well as many Port of San Diego owned piers. We were contracted by the Port of San Diego to evaluate all LED manufacturers of area lights to determine new standard LED specifications for various size public roadways, parks and parking lots. Working closely with all local area lighting representatives and utilizing AGI32 lighting software, we fully vetted and tested all manufacturers to the same unbiased standards determined by the Port of San Diego's Engineering Department and our team. A benchmark was created to 'short list' four possible



Figure 4: Port of San Diego LED Lighting Retrofit

manufacturers to utilize on these Port sites. We approached and designed each site individually working closely with Port staff to overcome each sites' "rouge" elements. We helped determine the required budget for the overall project and worked closely with Port staff and the installing contractor during construction to make sure all RFI's were handled quickly and efficiently. The project was completed on time with timely, well thought out responses and solutions to all field anomalies.

The total value of the completed construction was \$1.08 million. The Port of San Diego's Project Manager was Perla Goco (619)686-6486, pgoco@portofsandiego.org

In order to show that the team is actively working together, we also have some current examples for consideration. SEI and VCL are currently working together on an \$800,000 City wide outdoor lighting LED conversion project for the City of Vista. At the time of print, that project is finished the design phase and construction is about to start.

In addition to SEI and VCL working together, Rick Engineering and SEI have also partnered on many projects. Rick Engineering is currently under contract to SEI as its traffic signaling and lighting designer-of-record for a new traffic intersection on campus at UCSD. The scope of work includes the signaling, lighting and associated controls and City of San Diego traffic interconnects for the intersection. The project is part of the new design build Osler Parking Garage whereby Swinerton Builders is the Design Build General Contractor and SEI is acting as its traffic signaling and lighting design build subcontractor. That project is in the middle of the design phase and is currently on schedule and on budget. Furthermore, SEI and Rick Engineering's design build relationship goes back as far as 2011 when we worked together on the design build bikeway facilities project for the City of San Diego.

1.6.5.2.a: Local Representation

Our three team members' Companies were founded in San Diego County and are headquartered in San Diego County today. We are proud to present a 100% locally based team for consideration for the task orders in this MACC.

SEI has been signatory to IBEW Local 569, LIUNA Local 89 and IUOE Local 12 for decades. 100% of the SEI workforce that will work on these projects both in the field doing the work and in Project Management call San Diego County home. Our team members VCL and Rick Engineering will be assigning design professionals that live in either the City of San Diego or the County of San Diego.

SEI's estimating department has a database of hundreds of local San Diego County vendors, distributors and manufacturers that we have been working with successfully for decades. We also regularly use McCain, who is a San Diego County based manufacturer of traffic signals and controllers on the majority of our projects across Southern California. Having been the leader in San Diego County in the outdoor public right-of-way electrical marketplace for a long time, our ability to pull together a local team is first rate.



“ We are proud to present a 100% locally based team for consideration for the task orders in this MACC. ”

1.6.5.2.b: Experience in reaching milestone goals. Track record for on time and on budget delivery.

Our team of experienced Project Managers, installers and designers all have many years of experience delivering projects on time — while successfully reaching project milestones along the way. Our scheduling department uses Primavera P6 as its primary scheduling tool. They will perform regular schedule updates to keep the team apprised of its progress towards reaching milestones and the final end date.

For this particular MACC, here are some of the scheduling milestones we would most likely see on any given task order:

PRECONSTRUCTION AND DESIGN PHASE:	CONSTRUCTION PHASE:
1) Notice to proceed	1) Prepare Traffic Control Plans
2) Tentative lighting controls systems selection	2) Pull Traffic Control Permit
3) Start design	3) Underground Utility identification
4) 1st City Permit Submission	4) Begin underground rough in
5) Final City Permit Submission	5) Complete underground work
6) Obtain City Permit, Product Submittals	6) Install poles, luminaires, controls
7) Prepare Traffic Control Plans	7) Energize
8) Procure Long Lead Items	8) Cx, Closeout docs and training

Our reputation is impeccable in regards to finishing projects on time and on budget for a variety of clients in the area from Caltrans, to SANDAG, to virtually of the municipalities and government agencies in San Diego County. We have completed thousands of projects for public agencies, the vast majority of which have liquidated damages in the contract language. With that in mind, and having in that context, SEI has not had liquidated damages assessed on any of its San Diego County projects in memory.

SEI has the resources and depth whereby we regularly perform approximately 50 projects concurrently at any given time. VCL and Rick Engineering all have deep benches of qualified people. Our team has the manpower, equipment and resources to make sure we can finish our projects on time.

1.6.5.2.c: Experience with selection and evaluation of adaptive controls technology

Our team has utilized and specified adaptive controls for many years in outdoor lighting.

We have created our own benchmark throughout the years for the various controls manufacturers utilizing our experience and knowledge of IES TM-23-11 and LEM-7-13. We have many successful installations from large parking fields to roadways roadways which include many Irvine Company, Regency Centers and Westfield Shopping Centers utilizing Zigbee controlled Wireless Mesh Networks, with real time power data reads and maintenance alarms, which would email staff upon a pre-set series of codes determined by our team and our clients.

1.6.5.2.d: Experience establishing and enforcing warranties including responsiveness to repair nonfunctional outdoor lighting.

Our team has been performing as a maintenance contractor for many years in San Diego County where response time is very important. For example, we have held maintenance contracts at Camp Pendleton, the City of Calexico, Brown Field, and Caltrans for many years for traffic and pedestrian signal systems, street lighting and airfield lighting. Our Project Managers are well versed at procuring extended warranties when called for by specification and with our 24 hour service line and locally based workforce, we can get technicians out to the field very quickly. We would also propose to have the appropriate City of San Diego staff send email alerts out of the wireless controls systems (like the GE Evolve system) to our field staff to schedule a technician to respond to warranty events. With our deep relationships with local vendors, we typically do not have problems getting a timely response on warranty issues from our local manufacturers' reps.

1.6.5.2.e: History of reliable street light fixture and component selection.

Our team has a long history of selecting and specifying LED lighting luminaires for a wide variety of Municipal agencies and Developers. Utilizing AGI32 lighting software and our experience and knowledge of IES RP-8-00, DG-4-03, TM-10-00, TM-15-11, TM-16-05, LM-70-00, LM-79-08, LM-80-08, the IDA and our local Dark Skies lighting ordinances/observatories, we have successfully completed many LED lighting projects. We have worked with a number of city agencies such as Chula Vista, Jaurpa, Lancaster, Ventura, The Port of San Diego, San Marcos and San Diego in helping them determine their roadway specifications and standards for public works and private construction. Our team takes the life expectancy of the products that they select for each project very seriously. Thus, we look closely at the construction of the product as well as their published data to make certain the heat dissipation is maximized. Thermal Junction temperature (TMJ) is a critical element to luminaire degradation and thus affects fixture efficacy. We are well versed in the construction methods of luminaires and how to maximized efficacy while minimizing heat.



*Figure 5: Laurel Street Bridge Renovation:
Caltrans Partnering Award*

VCL has been published numerous times in “Landscape Architect and Specifier News” journal for exceptional lighting design. We made the front cover of this nationwide magazine in the April 2015 edition out of numerous design firms!

SEI has also recently won a Caltrans silver “Excellence in Partnering” award for our part (lighting retrofit) in the renovation of a San Diego icon, the Laurel Street Bridge over SR-163.

1.6.5.2.f: Experience selecting outdoor lighting fixtures

Our team has been involved in hundreds of projects in which we have specified outdoor lighting fixtures of all types and styles. We have been a pioneer in specifying LED fixtures on all of our projects since the inception of LED technology. Various factors have to be considered during design such as Heat Losses, Kelvin temperature, glare, distribution type, pole heights, BUG ratings, fixture cut off, lumen output and color rendering (CRI). Local ordinances and project locations are also of great importance and have to be taken into consideration as well, such as Sensitive Habitat Areas and/or Wildlife Preserves, where light trespass must be mitigated and coastal regions, where marine grade finishes are a must to deter product degradation. Our company has assisted the City of San Diego's DSD in developing the last two iterations of the city's Land Development Code as it pertains to the Outdoor Lighting Ordinance. Having worked closely with Amanda Lee with DSD and local Observatory personnel, we have all been successful in establishing criteria that has been beneficial to all. Our breadth and scope of experience has been from building, private roadways, pedestrian pathways, parks and rec sites, multi-family housing sites, parking fields, parking garages, monument lighting, gateway signage lighting, festive color changing decorative lighting, high-mast ball field lighting and many other lighting portraits.

1.6.5.2.g: Experience designing traffic control plans and obtaining traffic control permits

Our team believes that traffic control plans and traffic control are a critical component of safely performing our work in public right-of-ways.

Our design teams' traffic division has a proven approach to preparing traffic control design plans for a myriad of projects, ranging from the installation of various utilities (lighting, sewer lines, gas lines, electrical, etc.) to the construction of public roadway improvements (curb/gutter, roadways, bridges, traffic signaling, street lighting, etc.) Rick Engineering recognizes that a workable traffic control design plans requires an understanding of how improvements or utilities are installed within the public right-of-way, which typically involves close coordination with relevant contractors. This includes identifying the amount of work area required within the public right-of-way as well as knowing the duration of work to be done.

Once this is defined, our Traffic Engineers are well versed in the traffic control design requirements/guidelines identified in the Regional Standard Drawings, California Manual of Uniform Traffic Control Devices (MUTCD) and the Work Area Traffic Control Handbook (WATCH) to develop traffic control plans that can safely accommodate all modes of transportation (vehicles, pedestrians, transit, bicyclists) that may be effected by the proposed construction work.



We have coordinated with both the City of San Diego's Transportation Development and Field Division Staff for various types of projects to address comments to traffic control plans and successfully approved to obtain traffic control permits.

We have been successfully pulling traffic control permits from the City of San Diego for decades. We know Carlos Cortez at the desk well. At any given time, SEI alone probably has anywhere from 4 to 10 active traffic control permits in the City of San Diego for various projects. In order to get permits in a timely fashion we do sometimes use third party firms like ACME and CO's Traffic to help us as well. Our field employees are trained on how to install and protect the elements of the traffic control plans. More importantly, we have a proven track record for delivering projects safely to both the public and our employees.

1.6.5.2.h: Mobilizing Local Workforces and Resources to accomplish milestones

“Our San Diego based workforce has the ability to communicate effectively and efficiently.”

As a self-performing contractor performing over \$40,000,000 in annual revenues and performing approximately active 50 projects at any given time, SEI's Project Managers, Superintendents, General Foremen and Foremen have the skills and the system to mobilize our Electricians, Laborers and Operators every single day. From our equipment and material yard on Slaughterhouse Canyon Road in Lakeside, CA we also mobilize our San Diego fleet of work trucks, backhoes, directional drilling rigs, trenching machines, bucket trucks, cranes, backhoes, dump trucks, bobcats, compressors, and small tools each every work day as well. Our San Diego based workforce has been working together for many years. They have the technology and ability to communicate effectively and efficiently in order to adapt to varying field conditions and mobilize the right people with the right skillset and the right equipment and tools for the job on a daily basis.

We are also signatory to the correct unions for this work and have established relationships with local equipment rental companies. This means that we can draw upon additional human and equipment resources if necessary to get our projects completed on time.

Our Project Managers are currently working on other projects with both our lighting designer VCL and civil engineer, Rick Engineering and have the relationships to mobilize, coordinate and manage the teams in order get our designs completed on time.

1.6.5.2.i: Experience with GIS and GPS Systems.

Since 1986, our civil engineering team at Rick Engineering has been a pioneer in using Geographic Information Systems technology and geospatial data in the consulting engineering industry. Today we continue to develop innovative GIS solutions and fully integrate our expertise with all our company services, especially our Civil Engineering, Planning, Traffic, Water Resources and Survey Divisions to our clients with complete project solutions.

Our team has an extensive background creating GIS based inventories for infrastructure projects ranging from street lighting, water, sewer, storm drain, traffic signal inspection services, to survey control inventories and environmental mapping. Key aspects of each project include determining the user needs of the project, designing a workflow process, database design, data development process and designing a map document of interactive GIS map to display, query and analyze the data. The field data collection and inventory aspects of a majority of the GIS projects involve the utilization of GPS Enabled digital cameras, hand-held GPS units and GPS antennas. Our GIS Division has the experience and capability to integrate both GPS and GIS practices to meet our client's needs.

A sampling of our GIS-based inventory work that also included a GPS component are:

- City of Solana Beach Street Light Inventory/Master Plan
- City of San Marcos Citywide Traffic Sign Inventory Database
- GIS Wayfinding Sign Inventory for Centre City Development Corporation
- City of Solana Beach Street Light Inventory/Master Plan
- City of Lemon Grove, El Cajon, La Mesa & Poway Traffic Signal Inspection Services
- City of El Cajon Master Drainage Plan and Storm Drain Inventory
- County of San Diego MS4 Storm Drain Inventory

1.6.5.2. j: Experience with sports lighting and 50+ foot pole heights.

Our team has performed many sports lighting projects in the past. We have also installed some of the tallest high mast luminaires on freeways across San Diego County. We have the right experience, skillset and equipment for this work. As an example, the 100+ foot high mast poles at the intersection of the 15 freeway and the 56 freeway were all procured and installed by our team.

Our team has designed and engineered many sports field lighting projects over the years. With our knowledge of IES RP-6-01 guidelines, among the many projects we have designed are as follows: City of San Marcos – Hollandia Park, Sunset Park. City of Moorpark – Arroyo Vista Sports Park, Poindexter Park. City of El Centro – Martin Luther King Skate Park. And many others.



PROJECT KICK OFF

After Notice-to-Proceed is received on any given task order, our SEI Project Manager will conduct an internal kick off meeting with our Project Manager from VCL, our SEI Superintendent for San Diego Operations and our scheduler. In this meeting, the team will agree on the project milestone dates and lay out a preconstruction and procurement schedule as well as a construction phase schedule. The team will then kick off the design phase of the project with the Project Manager from the City of San Diego and layout the schedule, review the assumptions we made in the task order proposal and then begin schematic design.

PRECONSTRUCTION PHASE

Our Project Manager from VCL will effectively take the day-to-day management lead on the project throughout the design phase with our SEI Project Manager having an overview on the progress of the project. The City of San Diego Project Manager or Resident Engineer could expect to be speaking regularly with our VCL Project Manager. VCL self performs the lighting design and the electrical engineering in house and will coordinate internally to make sure, for example, that the specified fixtures will work seamlessly with the City of San Diego's adaptive lighting controls systems. Our VCL Project Manager will be performing all Title 24 calculations. We will also be performing any baselining and paperwork necessary and filling out any rebate applications. The estimating department at SEI will check the drawings for cost and budget at each drawing

submission to make sure we are in line with the task order pricing. Our SEI Project Manager will work with our VCL Project Manager to verify all of the lead times, material availability, constructability issues, site conditions and safety concerns are incorporated into the design upfront to minimize delays once we get into the field. All the while the SEI Project Manager will be performing regular status update meetings and will be performing schedule updates with our scheduler (in Primavera P6) to check in on the progress of the preconstruction phase of the project. The team will be sharing files on box.com to collaborate efficiently as well.



Our VCL Project Manager will obtain the right approvals from the City of San Diego Project Manager as the design evolves and eventually submit the plans through City of San Diego for plan check comments. We will then pull a building permit. Our SEI Project Manager will be ordering long lead items as elements of the design and cut sheets are approved and the opportunities are available.



CONSTRUCTION PHASE

Once the Construction Phase of the project begins, our SEI Project Manager will take over the day to day management of the project and will be interacting more directly with the City of San Diego Project Manager or Resident Engineer. Our VCL Project Manager will transition into a support role, clarifying any design questions that come up during construction. Our Civil Engineer, Rick Engineering along with our Superintendent will study the site conditions and prepare our traffic control plans to maximize safety for both the public and our work forces. We will then pull our traffic control permit and begin construction once we have received any long lead time materials. Our SEI Project Manager and Superintendent will oversee construction to completion using our local SEI workforce and equipment. If necessary, depending on the systems we use, the licensed survey crew from our civil engineer, Rick Engineering will collect the final GIS and GPS data on the poles and luminaires. Rick Engineering will update the Microsoft Excel street light spreadsheets with the unique SDG&E street light number, GPS and GIS info, existing and new wattages and voltages and SAPID. We will be performing

regular project status meetings and schedule updates to ensure the project is completed on time.

START UP, COMMISSIONING, TRAINING, CLOSE OUT AND WARRANTY

Once the luminaires and control systems are in place and terminated our SEI Project Manager, SEI Superintendent, VCL Project Manager and our Intelligent Transportation Systems (ITS) General Foreman will oversee energizing, start up, commissioning and any integration required of the system as well as support from the manufacturer as required. Our SEI Project Manager will transmit any receipts or purchase orders required for City of San Diego rebates. Our SEI Project Manager will coordinate training activities with the City of San Diego and the manufacturer as required and transmit training manuals to the City of San Diego staff. Our SEI Project Manager will be the main point of contact throughout the warranty period as well.





In order to illustrate a great example of our understanding of the local environment, we will start with a story. SEI recently had a large developer, who is building a residential high rise tower downtown, reach out to us. As part of their project, they needed to rebuild one corner of the intersection at Pacific Coast Highway and West Broadway. As we pulled up to the site trailer (which is across the street from the tower) to meet with the client, our Superintendent says: "Oh yes, I know this intersection, we just built this entire intersection for another project a couple of years ago! See those poles? Those are CCDC Blue!". SEI had rebuilt the intersection recently as a subcontractor on the North Embarcadero Visionary Plan Project. Our insight and knowledge of that specific intersection was invaluable to our client as we could advise them on exactly how to approach that work to get it completed the most efficient way possible. For the task orders in this MACC, there is a very good chance that a lot of the luminaires we will be replacing were installed by SEI forces.

As mentioned before, SEI has been a member of both the local NECA Chapter and the AGC SD chapter for many many years. We have enjoyed great relationships with the local Electrical, Laborers and Operators Unions for decades. As a matter of fact, SEI's owner at the time was part of the original NECA team to create the Streetlight Technician collective bargaining agreement with IBEW Local 569 thirty or so years ago. SEI had played a big role in actually creating this trade in San Diego County. We have remained leaders in our marketplace ever since and have completed countless traffic and street lighting projects in the past 40 years.

So much about what we do is driven by relationships. In another example, SEI was also chosen as the Job Order Contract (JOC) Contractor in 2014 for the traffic and streetlight JOC with the City of San Diego. We have completed many projects directly for the City of San Diego via the JOC alone. We have great relationships with the City's Project Managers, Resident Engineers and Inspectors and interface with them regularly.

We have deep understanding and experience with pole foundation specifications, pole specifications, luminaire specifications for the City of San Diego, CCDC, The County of San Diego, Caltrans, SANDAG and most of the surrounding municipalities in the County. There really are not very many freeways or public right-of-ways that Select has not worked on.

We also understand the State of California SWPPP regulations and will remain in compliance. When necessary, we will use Rick Engineering to design BMP's and pull a WDID number and SWPPP permit for a project and include that in our task order pricing. We act as a Prime contractor on many projects in the County and are very familiar with the stormwater process.

Our Lighting Design and Electrical Engineering firm, VCL, was founded in the City of San Diego and has successfully completed many outdoor lighting projects for the City of San Diego, Civic San Diego, the Port of San Diego and countless other clients. VCL knows the local environment and will be responsive to residents' requests. VCL understands the differences between the different city districts and will be mindful of this experience during the design phase of our task orders.

This MACC overall is very important to the residents of the City of San Diego. It will reduce the City's energy use and will support the City's overall energy plan. SEI has worked in every district in the City of San Diego and

with our labor and business relationships can be a positive force and do our part to help the City reach its goals.

1.6.8 PROJECT ORGANIZATION AND KEY PERSONNEL (10 POINTS MAX)

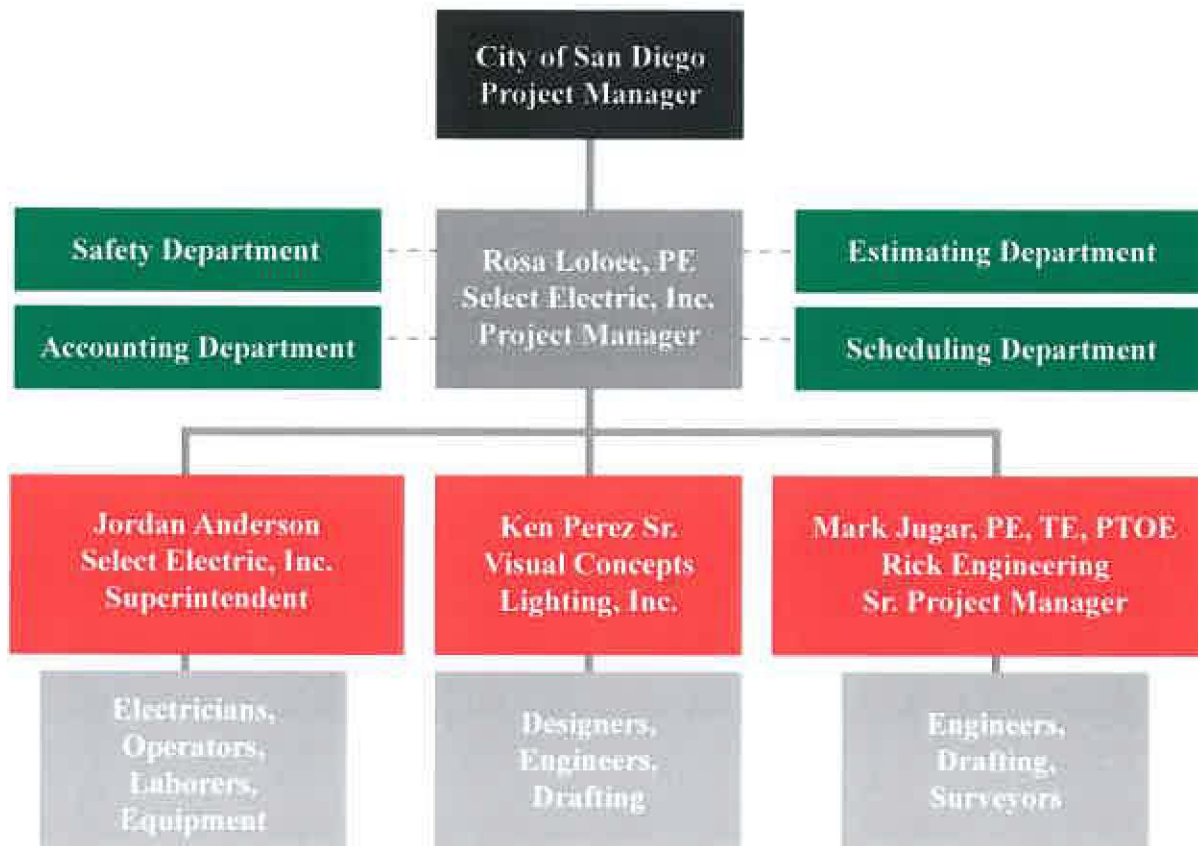


1.6.8 Project Organization and Key Personnel

Our team will be led by Rosa Loloee PE, Project Manager with SEI. Reporting to her will be the Project Managers from our design team members, our Superintendent, and functional departments.

All of the member firms of our design build team are locally based and have a deep and detailed understanding of local laws, ordinances, regulations, policies, requirements, and permitting processes in each of the districts in the City of San Diego.

Project Organization Chart:



Select installing underground conduit for light pole bases.



During the preconstruction and design phase of a task order, our lighting designer and electrical engineering teams, led by Ken Perez Sr. will have the day to day lead of a particular task order with Rosa Loloee having oversight on the schedule and budget progress of that particular phase. Perez is supported by Milton Niederhaus, P.E., Kenny Perez Jr., and the rest of the VCL team. Throughout preconstruction and design, Rosa Loloee will also ensure that the site conditions, logistics and constructability aspects of the project are considered in the design documents. Rosa Loloee will be supported by our estimating team, our safety team, our scheduling team and our accounting team. All of our functional departments have in depth experience with the City of San Diego in everything from the standard specifications to certified payroll and labor compliance. Our Civil Engineering team led by Mark Jugar will be putting together our traffic control plans and will be supported accordingly.

Once the project obtains its construction permit from the City of San Diego and the construction phase of the project begins, Rosa, having been part of the preconstruction team and having had input into the early phases of design, will take

over the day to day leadership of the project and see it through to completion all the way through the conclusion of the warranty phase of the project.

Our preconstruction and construction teams' time commitments will be commensurate with the size of the individual task orders and the schedule requirements that each task order brings. For larger task orders in the millions of dollars our staffing level can approach 100% if need be without affecting the rest of our projects.

The members of our team perform hundreds of projects annually. SEI performs over \$40,000,000 in annual projects and our design teams' perform design services for a similar amount of work, if not more. We have a locally based workforce that can mobilize quickly and service all of our projects until they are complete without having to leave town to finish other projects like out of town competitors.

Project Staff Resumes:



Rosa Loloee, PE, Project Manager

Rosa has been in the transportation industry for her academic and professional career. She completed her Bachelor's Degree in Civil Engineering, specializing in transportation, at the University of California, Irvine where she made the Dean's list. Rosa started her professional career with the City of Irvine in the public works department working on traffic and street lighting systems. She then transitioned to a large civil general contractor in their design build group coordinating design information between clients, designers and the construction team. She then came to SEI and has managed many projects with many public and private clients across San Diego County including projects for the City of San Diego, Pardee Homes, Hensel Phelps Construction, Pulice Construction, LA Engineering, Marathon General and the City of Carlsbad. Rosa managed the two City of San Diego projects listed in section 1.6.5 above. She is fluent in both English and Farsi.

Rosa Loloee is a Registered Professional Engineer in the State of California and is a member of the Institute of Transportation Engineers (ITE) and the American Society of Civil Engineers (ASCE). Rosa Loloee also holds a Certificate of Achievement from the United States Department of Transportation for her work in traffic research.



Jordan Anderson, Superintendent

Jordan began his working career with service to our Country and the United States Navy. He was trained in Pensacola, Florida and then reported to duty at Amphibious Base Coronado where he participated in SEAL training class 245. Jordan then completed an assignment at Air Base China Lake where he worked with test squadron VX-9.

Jordan transitioned into civilian life 14 years ago starting right here at SEI. His first project was working on San Diego MTS trolley platform stations and industrial switch gear. He then transitioned to Highway projects performing traffic signaling, intelligent transportation systems and highway lighting work starting with the SR-125 Toll Road, where he was Foreman. He also supervised a fiber optic unit and successfully installed over 500,000 feet of cable on Caltrans projects, honing his skills with complex controls systems. Jordan has worked closely with the City of San Diego on numerous street light and traffic signal projects over the years including the two City of San Diego projects listed in section 1.6.5 above. As Superintendent, he now has day-to-day oversight of all of SEI's San Diego field forces and equipment.



Ken Perez Sr, President, IES Vice President – San Diego Section, ITE

Ken has been in the electrical field for more than 30 years with experience in both construction as well as electrical engineering design. For the last 19 years, he has been working on the engineering side of the industry with an emphasis in lighting design. His actual field experience has given him a tremendous edge over his competition in that he knows firsthand HOW an electrical system is installed, which he is then able to more clearly translate this to the design documents. This approach has enabled him to keep costly change orders down to a minimum for his client's benefit. He has continued his knowledge in lighting fundamentals and electrical engineering by staying active with on-going classes in his field of expertise. These classes include Lighting Fundamentals through the IES and state sponsored classes for Energy Conservation Measures. Ken serves as Vice President of the IES section in San Diego.

Ken's experience has caught the attention of many municipal agencies and has been called upon to offer expert advice on lighting ordinances as well as lighting design guide criteria. He also serves as a lighting judge for certain venues and teaches outdoor Lighting Fundamentals for the San Diego section of the IES.



Mark Jugar, PE, Sr. Project Manager

Mark Jugar has 21 years of experience in the traffic engineering industry, he has served as project engineer and/or manager for both traffic planning and design projects. Having prepared over 100 traffic impact studies, he is very knowledgeable with the planning, design and operational aspects of traffic engineering. Mark has also prepared and/or managed development projects involving traffic design plans, including traffic control, street lighting, traffic signals, and signing/stripping design. Mark's experience with the City of San Diego includes the Design Build Bikeway facilities project, Civita Boulevard and Via Alt Intersection, Carmel Valley Road Median improvements. Mark is also the Project Manager leading the traffic signaling design effort for the Design Build Osler Parking Garage at UCSD working directly for SEI as a design build subcontractor.

Mark is a Registered Professional Engineer in the States of California and Arizona. He is a registered Professional Traffic Operations Engineer in the State of California. He is a member and Past President (2015) of the Institute of Transportation Engineers (ITE) in San Diego. He is also a member of ASCE.



Milton C. Niederhaus, PE, Electrical P.E, E8636

Milt has been in the electrical engineering field for more than 40 years. He has worked for many large San Diego engineering firms and has owned his own company as well. His background includes but is not limited to distribution power grid systems, DDS control systems, voice, data and telecommunications systems, fire alarm control systems and video and security systems.

Milt has an extensive knowledge in interior and exterior lighting systems. His knowledge encompasses lighting for streetscapes, parks and recreational facilities, signage, walkways, bridges and tunnels and athletic fields. Among his many accomplishments in the lighting arena, Milt has won many lighting awards during his career, such as the coveted "Orchid" award.

Milt has extensive experience in the design of shopping centers including food markets, retail shops and residential/office buildings throughout Southern California. He has an extensive knowledge of codes and regulations for national, state and local jurisdictions. He holds registrations in many states.



Kevin Sheppard, Sr. Project Manager, IES President-San Diego Section

Kevin has been in the electrical engineering field for 16 years. With experience in both lighting design and application, power distribution and construction management. During the course of his career he has had opportunities to work on a wide variety of projects, from national retail and fast food chains to The San Diego main library, SDIA Terminal 1 remodel and the North Embarcadero Visionary Project. Adept in organizing the stages of design, from proposal to final construction, he values efficiency and creativity above all else. He is also the current president of the San Diego IES Chapter, and has been an IES board member for eight years. The resident expert on Title-24 Mandatory measures for interior lighting and extremely knowledgeable in BIM modeling.



Kenny Perez Jr, Project Manager- IES Board Assistant

Kenny Jr is a senior member of VCL and continues to build his knowledge by staying current with the latest technology in the advancement of Sustainable Lighting. He is also our resident expert in Title-24 mandatory measures for outdoor lighting and stays current with the latest trends through the Illumination Engineering Society of North America. He is also our photometry expert, especially in the art of light renderings and design. He is certified as an expert in AUTOCAD and takes ongoing classes in lighting fundamentals. He is very adept to the ever changing LED world. He is also very knowledgeable in lighting control systems and energy management.

Kenny has a good feel for the industry, being that he has assisted his father Ken Sr. over the years on many electrical construction jobs. He has a good understanding of what it takes to actually build an electrical system, thus he is able to translate this information into the design.



1.6.9.1: Workforce Report:

See attached Work Force Report.

1.6.9.2: Actions taken to consistently ensure equal opportunity in employment and subcontracting practices. Including past performance and actions to be taken on this project.

SEI has a long tradition of Minority Business advocacy. The founder of SEI was a member of the minority community and was very active in advocating for Minority Owned Businesses. As a result, SEI was a member of the Mexican and American Foundation in 1981 and was on the board of the same organization back in 1986. In 1986 our founder was also appointed to the Governor's Civil Rights Advisory Council which dealt with the problems faced by minority contractors and suppliers. He participated on equal opportunity committees with both the AGC and NECA. SEI was registered with Caltrans as a DBE as far back as 1985. We appreciate the challenges of minority and women owned businesses.

Today, under different ownership, SEI continues its long tradition as a Minority Owned Business (MBE) registered with the State of California. Furthermore, our management is committed to developing small, minority and women owned businesses. The current President of SEI volunteered for over six years, many evenings after hours as an instructor with the Turner School of Construction Management. The classes were taught in conjunction with the San Diego County Regional Airport Authority (SDCRAA) and supported the growth of many small, minority and women owned businesses. After successful graduation, the program helped these businesses by underwriting their payment and performance bonds while bidding on SDCRAA projects, giving them a tremendous boost.

In terms of subcontracting, SEI is regularly looking for opportunities to subcontract with WBE and MBE businesses. We keep our data base current and invite subcontractors of all classifications to propose on our work. We have attended outreach events in the past and advertised publicly. For this MACC project we would advertise publicly and attend AGC, NECA and City of San Diego outreach events in an effort to generate interest in the task orders and help small businesses grow. If the opportunity presents itself, SEI will break out smaller more digestible bid packages so the smaller businesses can have a better opportunity to be successful.

In terms of filling non-union office staff positions, both in the past and for this project, SEI writes its job descriptions based on skills, qualifications, educational requirements and job requirements. We then publicly post all of our open positions on many different job sites to cast as wide of a net as possible. Our Human Resources Manager typically does an initial screening for qualifications. Once the candidate resumes are passed on to the hiring manager, our normal course of action is to put together an interview panel of three to five people each from as diverse a background as possible to make sure we have a healthy debate on the skills, qualifications and aptitudes of the candidate and filter out any bias as far as protected traits are concerned.

In terms of union field positions, both in the past and for this project, as part of our collective bargaining agreements with IBEW, LIUNA and IUOE, we request people from the union halls

based on qualifications and job classifications only. The unions take care of filling the positions based on their established procedures.

1.6.9.3: List strategies to recruit, hire, train and promote a diverse workforce

SEI incorporates and embraces strategies that promote a diverse workforce and supports the principle of equal employment opportunity and its belief that it is the obligation of each officer, manager and supervisor of the Company to conduct himself or herself in conformity with the principle of equal employment opportunity at all times. Some of these strategies include recruiting from both community colleges and four year colleges to capture people from different economic backgrounds, and use of a diverse interviewing panel when considering new hires.

We also make the technical training seminars of our membership organizations like AGC and NECA available to all staff and rotate our people through different functional positions so they can develop their careers.

We incorporate similar strategies for all employment activities, including but not limited to: hiring, promotion, demotion, transfer, recruitment, advertising, layoff, discharge, rate of pay and selection for training, are conducted without regard to race, color, religion, sex, disability or national origin.



1.6.9.4: List of current community activities

The members of our team are very active in the local community including the local chapters of the Associated General Contractors (AGCSD), National Electrical Contractors Association (NECA), American Society of Civil Engineers (ASCE), Institute of Transportation Engineers (ITE) and the Illuminating Engineering Society of North America (IESNA). Here is a brief listing:

A AGC (San Diego):

1. LIUNA Local 89 collective bargaining agreement renegotiation committee
2. City of San Diego liaison committee
3. Caltrans and Sandag liaison committee
4. NAVFAC liaison committee
5. Specialty Contractors Council

B NECA (San Diego):

1. IBEW Local 569 Streetlight Technician collective bargaining agreement renegotiation committee.
2. The IBEW Local 569 Streetlight Technician Collective Bargaining Agreement has previously never included an apprenticeship program. As part of the NECA renegotiation committee this year, SEI was a big part in supporting the inclusion of an apprenticeship program into the agreement for the first time in the history of the Streetlight Technician agreement.

C ITE (San Diego):

1. Board Member
2. Member

D IES (San Diego Section):

1. President
2. Instructor

E ASCE (San Diego):

1. Women In Transportation Committee

F LIUNA Local 89:

We are signatory and participate in the apprenticeship training program.

G PCCEP

Palomar College Cooperative Education Program. SEI currently employs a part time estimating intern who is also simultaneously studying for his Associates Degree. At the same time, our estimating intern is also earning credits towards his degree through the cooperative education program at Palomar College while working at SEI. Upon his graduation in May of 2016, our current plan is to hire him fulltime and also find a replacement co-op student/ intern.

H Mesa College

Earlier this spring of 2016 we attended the recruiting event at Mesa College in an effort to recruit a summer intern from the Construction Management program.

I SDSU

We are attending the professional development day at SDSU this month (November 2016) in an effort to recruit a summer intern from the Civil Engineering program.

J San Diego SWAT

In 2016, SEI was a sponsor for this years' Charity Golf Tournament for the San Diego SWAT team. The tournament raised over \$100,000 for new equipment for the SD SWAT team.



1.6.9.5: Past Participation Levels:

See attached form AA50 for each of our three proposed projects in section 1.6.5.

1.6.9.6: Non Discrimination in Contracting:

Per attachment B in the RFQ, paragraph 2.9.4.1 on page 21, Select Electric, Inc agrees to comply with the City of San Diego's Non-Discrimination in Contracting Policy (Municipal Code Sections 22.3401 – 22.3417).

1.6.9.7: Discrimination Disclosure:

See attached signed form entitled: "Design-Builders Certification of Pending Actions" indicating that SEI certifies that it has NOT been the subject of a complaint or has any pending actions of any kind regarding discrimination against its employees, subcontractors, vendors or suppliers in the past 10 years.

1.6.10 FINANCIAL INFORMATION AND ARRANGEMENTS



For this MACC, SEI is proposing to be the Prime Contractor contracting directly to the City of San Diego. Since we are largely a self-performing Contractor, we do not require a Joint Venture Agreement with other contracting entities to fulfill this scope of work. Our proposed financial structure is that both VCL and Rick Engineering will hold separate consulting agreements with SEI for the purposes of completing the work involved in completing the individual task orders.

SEI is currently prequalified with the City of San Diego for projects up to \$30,000,000. We also have a single project bonding limit of \$75,000,000. Furthermore, from a financial risk management perspective for the City of San Diego, SEI will carry the specified amount of general liability, workers compensation and auto insurance for the task orders. Both VCL and Rick Engineering will carry the specified amount of professional liability insurance required by the task orders.

1.6.11 CHANGE ORDER AND LITIGATION HISTORY



1.6.11 Change Order and Litigation History

1.6.11.1 Change Order History: See attached change order history log.

1.6.11.2 Litigation History: See attached sealed envelope.

ATTACHMENT C

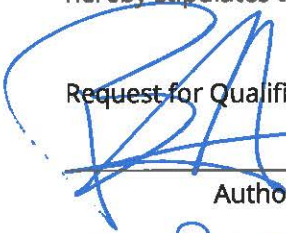
CERTIFICATION OF EXCEPTIONS TO THE REQUEST FOR QUALIFICATIONS DOCUMENTS

INTELLIGENT CITIES OUTDOOR LIGHTING RETROFITS MACC RFQ CONTRACT

The undersigned, a duly authorized representative of SECRET ELECTRIC, INC.
(Company Name)

hereby stipulates that SECRET ELECTRIC, INC. takes no exceptions to this
(Company Name)

Request for Qualifications and its attachments as referenced in this RFQ.



Authorized Representative

4/1/2016
Date

President

Authorized Representative's Title

SECRET ELECTRIC, INC.

Company

OR

The undersigned, a duly authorized representative of _____
(Company Name)

hereby stipulates that _____ takes the following
exceptions
(Company Name)

to this Request for Qualifications and its attachments as referenced in this RFQ.

Authorized Representative

Date

Authorized Representative's Title

Company

Rosa Loloee, PE

Project Manager



PROFILE

Rosa Loloee has been in the transportation industry for her academic and professional career. She completed her Bachelor's Degree in Civil Engineering, specializing in transportation, at the University of California, Irvine where she made the Dean's list. Rosa started her professional career with the City of Irvine in the public works department working on traffic and street lighting systems. She then transitioned to a large civil general contractor in their design build group coordinating design information between clients, designers and the construction team. She then came to SEI and has managed many projects with many public and private clients across San Diego County including projects for the City of San Diego, Pardee Homes, Hensel Phelps Construction, Pulice Construction, LA Engineering, Marathon General and the City of Carlsbad.

Rosa is a Registered Professional Engineer in the State of California and is a member of the Institute of Transportation Engineers (ITE) and the American Society of Civil Engineers (ASCE). Rosa also holds a Certificate of Achievement from the United States Department of Transportation for her work in traffic research.

PROJECT EXPERIENCE

City of San Diego, CA

- JOC Task Order T13009
- SDJ-T13013 Accessible Ped
- 11A2263 Repair or Replace
- JOC T13 Task Order T13007
- SDJ-T13015 70TH St. Paseo
- SDJ -T13005 Fox Canyon
- SDJ-T13011 Mission Center

EDUCATION | CERTIFICATIONS | AFFILIATIONS

- Bachelor of Science in Civil Engineering
Specialized in Transportation Systems Engineering
University of California, Irvine, CA - Dean's List
- *Traffic Control Technician-Grant* | The American Traffic Safety Services Association, Feb 2012
- *Sage Scholars Program*, University of California, Irvine, CA, Jun 2010 | Sep 2009
- Member- (ITE) Institute of Transportation Engineers
- Member- (ASCE) American Society of Civil Engineer

Ken Perez Sr.

President



PROFILE

Ken has been in the electrical field for more than 30 years with experience in both construction as well as electrical engineering design. For the last 19 years, he has been working on the engineering side of the industry with an emphasis in lighting design. His actual field experience has given him a tremendous edge over his competition in that he knows firsthand HOW an electrical system is installed, which he is then able to more clearly translate this to the design documents. This approach has enabled him to keep costly change orders down to a minimum for his client's benefit. He has continued his knowledge in lighting fundamentals and electrical engineering by staying active with on-going classes in his field of expertise. These classes include Lighting Fundamentals through the IESNA and state sponsored classes for Energy Conservation Measures. Ken serves as Vice President of the IES in San Diego.

PROJECT EXPERIENCE

Civic San Diego, San Diego, CA-City Heights Pedestrian Improvement Project. Provide electrical plans for the installation of 130 new LED lights for high crime area.

Vista Downtown Lighting Project, Vista, CA
Engineer and design for the replacement of all lighting in the historic downtown area with LED lighting.

Citywide parks lighting retrofit project to LED project, Moorpark, CA
Engineer and design for the replacement of lights.

La Quinta, CA
Griffin Ranch Clubhouse/Park Completed Site Lighting Design. Featured in Landscape Architect and Specifier News.

EDUCATION | CERTIFICATIONS | AFFILIATIONS

- High School-1997
- Certificate of completion from San Diego City College. SDG&E apprenticeship program from 1978-1981.
- HVAC DDC Controls Certification thru UCSD in 1998.
- Associate Member of IESNA since 2002.
- Fundamentals in Lighting through IESNA, ED-101 in 2003. On-going classes have continued since.
- AGI-32 (Lighting Software) certification through Lighting Analyst in 2002, 2005, 2010.
- Current Vice President of the San Diego chapter of the IESNA. Board member for 3 years.
- IESNA Outdoor Lighting instructor for last 4 years.
- Author of lighting ordinances and design guide criteria for many municipal agencies, such as Cities of San Diego, Oceanside, Hemet, Ventura, Chula Vista, Lancaster, Moreno Valley Perris and more.
- Total years or electrical construction and engineering experience: 1) Electrical Construction, 1977-2012=35 years. 2) Electrical Engineering, 1993-Present=21 years.

Mark Jugar, PE, TE, PTOE

Senior Project Manager



PROFILE

Mark Jugar is an Associate at RICK. With his 21 years of experience in the traffic engineering industry, he has served as project engineer and/or manager for both traffic planning and design projects. Having prepared over 100 traffic impact studies, he is very knowledgeable with the planning, design and operational aspects of traffic engineering. Mr. Jugar has also prepared and/or managed development projects involving traffic design plans, including traffic control, street lighting, traffic signals, and signing/stripping design.

PROJECT EXPERIENCE

San Diego Design-Build Bikeway Facilities, San Diego, CA

Traffic Engineer for the five bikeway projects within the City of San Diego. Rick Engineering Company was responsible for preparing the signing and striping design plans to construct bike lanes and bike routes for five bikeway corridors within the City of San Diego (Kearny Villa Road, W. Bernardo Road, 54th Street, Balboa Avenue, and Ruffin Road).

Solana Beach Street Light System Master Plan, Solana Beach, CA

Traffic Engineer for the preparation of a street light master plan developed for the City of Solana Beach's Public Works Department. The Master Plan is being used to assist City staff in improving the quality of illumination throughout the City.

Civita Boulevard & Via Alt Traffic Signal & Intersection Improvements, San Diego, CA

Traffic Engineer for the intersection improvements and traffic signal improvements at the Civita Boulevard and Via Alta intersection.

Mr. Jugar has also prepared traffic control design plans for the following projects throughout San Diego County:

- East H Street/Hidden Vista – Chula Vista, CA
- Morro Hills Residential Development – Oceanside, CA
- Carmel Valley Road Median Improvements – City of San Diego
- SR 54/SR 94 Improvements Stage Construction – County of San Diego
- I-805/Olympic Parkway Stage Construction – Caltrans/City of Chula Vista
- Gateway Navy Housing Development – City of San Diego

EDUCATION | CERTIFICATIONS | AFFILIATIONS

- B.S. in Civil Engineering, 1995, San Diego State University
- Registered Professional Engineer, California, #66939, Arizona, #52511
- Registered Traffic Engineer, California, #2175
- Professional Traffic Operations Engineer, California, #

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: T13011 Mission Center Hawk 20th and Market Fairmount St

TYPE OF PROJECT: Street Light Pole, Fixture

DOLLAR VALUE OF PROJECT: \$ 616,755.27

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]
Name: <u>PAL General Engineering Inc.</u> Address: <u>5374 Eastgate Mall</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>858-638-7100</u> Email: _____	Contractor	916931	Curb ramps, median, new and remove	\$ 20,311.00	SLBE	City of San Diego
Name: <u>LSI Road Marking</u> Address: <u>P.O. Box 2426</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619-443-7755</u> Email: _____	Contractor	775886	Signing & Striping	\$ 8,125.00	SLBE/ELBE	City of San Diego

ⓐ As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

ⓑ As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: T13011 Mission Center Hawk 20th and Market Fairmount St

TYPE OF PROJECT: Street Light Pole, Fixture

DOLLAR VALUE OF PROJECT: \$ 616,755.27

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^o	WHERE CERTIFIED ^o
Name: <u>Del Sol Resources</u> Address: <u>249 S Highway 101</u> City: <u>Solana Beach</u> State: <u>CA</u> Zip: <u>92075</u> Phone: <u>760-407-1410</u> Email: <u>ron@delsolresources.com</u>	<u>Subtier</u>	<u>13BC0919</u>	<u>GE Fixture</u>	<u>3,617.70</u>	<u>ELBE</u>	<u>City of San Diego</u>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: T13007 - Euclid, 35th, 44th, and 46th Streetlights

TYPE OF PROJECT: Street Lights DOLLAR VALUE OF PROJECT: \$ 643,166.00

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [Ⓞ]	WHERE CERTIFIED [Ⓞ]
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____		NO CERTIFICATE	HOLDERS USED	FOR THIS PROJECT		
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: Port of San Diego LED Street Light Retrofit - Design

TYPE OF PROJECT: LED Retrofit - Outdoor Lighting Design

DOLLAR VALUE OF PROJECT: 1,200,000.00 (Construction)

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [Ⓞ]	WHERE CERTIFIED [Ⓞ]
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____			NO SUBCONSULTANS WERE USED TO COMPLETE THIS PROJECT			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

Ⓞ As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

Ⓞ As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.



City of San Diego
 EQUAL OPPORTUNITY CONTRACTING PROGRAM
 1200 Third Avenue, Suite 200, San Diego, CA 92101
 (619) 236-6000 FAX: (619) 235-5209

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report*.

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Select Electric, Inc.

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 2790 Business Park Drive

City Vista County San Diego State CA Zip 92081

Telephone Number: (619) 460-6060 FAX Number: (619) 460-6069

Name of Company CEO: Luis A. Armona

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 2790 Business Park Drive

City Vista County San Diego State CA Zip 92081

Telephone Number: (619) 460-6060 FAX Number: (619) 460-6069

Type of Business: Electrical Contractor Type of License: A, B, C-7, C-10

The Company has appointed: Mauricio Penalosa

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 2790 Business Park Drive, Vista CA 92081

Telephone Number: (619) 460-6060 FAX Number: (619) 460-6069

For Firms: San Diego Work Force and/or Managing Office Work Force

I, the undersigned representative of Select Electric, Inc.

San Diego (County) CA (State) hereby certify that information provided

herein is true and correct. This document was executed on this day of November 09,

200 2016

Brooks Roffey
 (Authorized Signature) (Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Select Electric, Inc.

DATE: 11-15-16

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Executive, Administrative, Managerial	1		3	2								6			1
Professional Specialty	1											1			
Engineers/Architects															
Technicians and Related Support												1			
Sales															
Administrative Support/Clerical				2								1			
Services															
Precision Production, Craft and Repair															
Machine Operators, Assemblers, Inspectors															
Transportation and Material Moving			2												
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*															

*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN	2		5	4								9			1
--------------------	---	--	---	---	--	--	--	--	--	--	--	---	--	--	---

GRAND TOTAL ALL EMPLOYEES			21												
---------------------------	--	--	----	--	--	--	--	--	--	--	--	--	--	--	--

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS															
VOLUNTEERS															
ARTISTS															

WORK FORCE REPORT - Page 3

NAME OF FIRM: Select Electric, Inc.

DATE: 11-15-16

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) African-American, Black | (5) Filipino |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Carpenter														
Drywall Installer														
Electrician			16								7	1		
Elevator Installers														
Finishers, Concrete or Terrazzo														
Glaziers														
Helpers, Construction Trade														
Ironworkers, Structural Metal Workers														
Laborers			6								2			
Millwrights														
Masons, Bricklayers														
Tilesetters														
Operators			2								5			
Painters														
Pipefitter, Plumbers														
Plasterers														
Roofers														
Security, Protective Services														
Sheet Metal, Duct Installers														
Welders, Cutters														
TOTALS EACH COLUMN			24								14	1		
GRAND TOTAL ALL EMPLOYEES			39											

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

DESIGN-BUILDERS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: SUNET ELECTRIC, INC.

Certified By: Brooks Poffey Name Title President

[Signature] Signature Date 11/1/2016

USE ADDITIONAL FORMS AS NECESSARY

City of San Diego

RFQ: K-17-6712-MAC-3-C-A

Section 1.6.11 - Change Order History Log

Select Electric, Inc.

Job Number	Job Description	City	Original_Contract	Revised_Contract	Last_Bill_Date	Create_Date	Duration	Name	Change Orders	Count of Change Orders	% of Orig Contract	% non owner initiated	Comments
5500323307	SDSU Crosswalk Wire Repai	SAN DIEGO	6,325	6,325	10/31/2016	10/11/2016	20.00	OES Equipment	0	0	0%	0	0
5200323303	Pacific Gate Improvement	San Diego	5,344	5,344	10/31/2016	10/6/2016	25.00	Bosa Development CA, Inc.	0	0	0%	0	0
5200323170	KAISER PERMANENTE SD HOSP	SAN DIEGO	278,425	455,003	10/21/2016	7/3/2014	841.00	GRANITE CONSTRUCTION CO	179,634	45	65%	0	Additional intersections added to the project
5200323287	SDSU DESTINATION	SAN DIEGO	97,728	211,937	10/19/2016	6/1/2016	140.00	C.W. DRIVER	158,461	3	162%	0	Design revisions added scope to the project
5400323284	5th and Vue	San Diego	15,501	15,501	9/30/2016	6/10/2016	112.00	HMT ELECTRIC	0	0	0%	0	0
5200323294	Signal IC Replacement	Gardena	7,000	9,899	8/31/2016	7/12/2016	50.00	DOTY BROS	2,899	1	41%	0	This was a T&M contract.
5200323245	RICHLAND ELEMENTARY	SAN MARCOS	177,829	187,724	8/31/2016	8/28/2015	369.00	BLUE PACIFIC ENGINEERING	9,895	3	6%	0	0
5300323218	07-3X9404 RT5,10,14,60,91	LOS ANGELES	3,910,264	4,041,623	8/31/2016	1/15/2015	594.00	CALTRANS	131,359	41	3%	0	0
5200323180	SAN VICENTE ROAD	RAMONA	363,000	456,915	8/31/2016	7/28/2014	765.00	FLATIRON WEST INC	108,594	16	30%	0	Added scope for client site changes
5100323126	SORRENTO VLY DOUBLETRACK	SAN DIEGO	155,423	401,779	8/31/2016	2/11/2014	932.00	FLATIRON WEST INC	246,356	14	159%	0	Design revisions added scope to the project
5200323200	SDJ-T13013 ACCESSIBLE PED	SAN DIEGO	269,044	290,519	8/23/2016	10/27/2014	666.00	CITY OF SAN DIEGO	21,475	2	8%	0	0
5200323266	San Ysidro LPOE Phase 2	SAN YSIDRO	263,196	282,401	8/16/2016	2/29/2016	169.00	BERGELECTRIC CORPORATION	19,205	1	7%	0	0
5400323295	Old Via Rancho Rd.		278	278	7/23/2016	7/19/2016	4.00	Golden State Boring & Pipe Jac	0	0	0%	0	0
5300323219	11A2263 REPAIR OR REPLACE	SAN DIEGO	9,010	406,450	7/14/2016	2/5/2015	525.00	CALTRANS	397,440	11	4411%	0	This is a cost plus contract
5500323233	RCCD CENTENNIAL PLAZA 2	RIVERSIDE	250,876	301,167	6/30/2016	4/27/2015	430.00	NEAL ELECTRIC CORPORATIONI	50,291	8	20%	0	Additional low voltage scope added
5400323289	Sunset Plaza Drive	Los Angeles	6,154	6,154	6/20/2016	6/15/2016	5.00	Kiewit Infrastructure West Co.	0	0	0%	0	0
5500323261	PORT OF SAN DIEGO	SAN DIEGO	21,192	21,192	5/31/2016	1/18/2016	134.00	MCMILLIN REAL ESTATE SERVICES	0	0	0%	0	0
5400323280	MARKET ST RAILROAD	SAN DIEGO	10,808	10,808	5/10/2016	4/27/2016	13.00	BRIDGEWATER EQUIPMENT	0	0	0%	0	0
5400323281	MIRA MESA STARBUCKS	SAN DIEGO	9,449	9,449	5/10/2016	4/27/2016	13.00	HARVEY GENERAL CONTRACTORS	0	0	0%	0	0
5400323276	RCCD Lighting	Riverside	5,394	5,394	4/29/2016	3/28/2016	32.00	4 Wall Los Angeles, Inc.	0	0	0%	0	0
5500323271	Stage Lighting Fixtures	Riverside	5,028	5,028	4/29/2016	3/9/2016	51.00	4 Wall Los Angeles, Inc.	900	1	18%	0	Additional scope
5400323273	Plaza Bonita Loop Install		14,564	14,564	3/29/2016	3/14/2016	15.00	ARB STRUCTURES INC	0	0	0%	0	0
5200323199	JOC TASK ORDER T13012	SAN DIEGO	647,792	744,444	3/28/2016	12/29/2014	455.00	CITY OF SAN DIEGO	96,653	7	15%	20	Rock excavation, additional scope
5200323248	PAVEMENT OVERLAY	EL CAJON	28,074	33,614	3/23/2016	8/28/2015	208.00	MILLER PAVING	5,540	1	20%	0	Additional scope
5400323268	SWC Increment 1 - College	San Diego	23,417	23,417	3/11/2016	1/28/2016	43.00	NEAL ELECTRIC CORPORATIONI	0	1	0%	0	0
5200323247	TRAFFIC LIGHT SUSTAINMENT	OCEANSIDE	445,858	511,961	2/29/2016	8/26/2015	187.00	BARKLEY ANDROSS CORPORATION	66,103	2	15%	0	Additional scope
5200323225	PARKING STRUCTURE 7	LOS ANGELES	363,510	454,994	2/29/2016	3/18/2015	348.00	UNIVERSITY OF CALIFORNIA LA	91,484	1	25%	0	0
5200323106	MILLENIA CONTRACT 140229	CHULA VISTA	319,000	400,018	2/23/2016	12/2/2013	813.00	MCMILLIN REAL ESTATE SERVICES	81,018	5	25%	0	Design revisions
5300323216	HIGH FRICTION SURFACE	IRVINE	25,985	25,985	2/22/2016	2/2/2015	385.00	PETERSON - CHASE CONSTRUCTION	0	0	0%	0	0
5200323150	11-002704 I-8 & I-5	SAN DIEGO	374,226	984,606	2/22/2016	5/29/2014	634.00	L B CIVIL CONSTRUCTION	610,380	10	163%	0	Added new communications system not originally in scope
5300323108	11-401404 VARIOUS SD LOCA	SAN DIEGO	196,375	237,890	2/16/2016	12/16/2013	792.00	GRANITE CONSTRUCTION CO	41,516	8	21%	0	Additional scope of work
5200323265	LOOP DETECTOR INSTALL	San Diego	7,240	7,240	2/12/2016	1/26/2016	17.00	HMT ELECTRIC	0	0	0%	0	0
5300323196	SANJOC 4054-03 I-15 ELCS	SAN DIEGO	185,600	226,673	1/19/2016	10/21/2014	455.00	ABC CONSTRUCTION CO., INC.	41,073	1	22%	0	Additional scope additional sign pole
5400323232	CAC WATERFRONT PARK	SAN DIEGO	140,000	149,493	1/18/2016	5/26/2015	237.00	HARBORSIDE CONSTRUCTION, INC.	9,493	1	7%	100	Additional pole required for site conditions
5200323228	ATEN BLVD. & DOGWOOD RD.	IMPERIAL	219,644	222,390	1/18/2016	4/27/2015	266.00	GRANITE CONSTRUCTION CO	2,746	1	1%	0	0
5400323138	TEMPERATURE SENSORS	SAN DIEGO	277,354	298,010	1/14/2016	3/13/2014	672.00	ABC CONSTRUCTION CO., INC.	20,656	4	7%	0	Additional scope
5200323260	TRAFFIC LOOPS-SE PIPELINE	EL CAJON	5,733	11,466	1/13/2016	12/2/2015	42.00	PIPE LINE SE CONTRACTORS	5,733	1	100%	0	GC required additional loops.
5200323230	DMV SAN MARCOS	SAN MARCOS	395,499	587,857	1/13/2016	4/7/2015	281.00	LUSARDI CONSTRUCTION COMPANY	192,358	24	49%	20	Design changes added scope
5400323213	SAN VICENTE BYPASS	SAN DIEGO	345,000	345,434	12/31/2015	2/2/2015	332.00	PULICE CONSTRUCTION, INC.	434	2	0%	0	0
5200323242	ALPHA SQUARE ST. LIGHT	SAN DIEGO	24,500	29,333	12/15/2015	7/17/2015	151.00	NEAL ELECTRIC CORPORATIONI	4,833	2	20%	0	Additional scope
5500323257	COLLEGE & OCEANSIDE BLVD	OCEANSIDE	5,964	5,964	11/30/2015	10/27/2015	34.00	CITY OF OCEANSIDE	0	0	0%	0	0
5200323246	CDCR DONOVAN INFILL FACIL	SAN DIEGO	68,300	75,000	10/30/2015	8/13/2015	78.00	BUESCHER ELECTRIC INC	6,700	1	10%	1	Design revisions
5200323238	SDJ-T13015 70TH ST PASEO	SAN DIEGO	187,171	213,111	10/30/2015	6/16/2015	136.00	CITY OF SAN DIEGO	25,940	1	14%	100	Unforeseen conditions. Rock.
5400323128	PARAMOUNT BLVD FIBER OPTI	DOWNEY	951,590	1,010,348	10/30/2015	2/11/2014	626.00	CITY OF DOWNEY	58,759	7	6%	0	0
5200323131	SDJ - T13005 FOX CANYON	SAN DIEGO	600,000	454,476	10/27/2015	2/6/2014	628.00	CITY OF SAN DIEGO	-145,524	4	-24%	0	Returned owner contingency
5200323104	MILLENIA CONTRACT 140220	CHULA VISTA	359,000	359,000	10/27/2015	12/2/2013	694.00	MCMILLIN REAL ESTATE SERVICES	0	0	0%	0	0
5200323205	SWEETWATER BIKEWAY	NATIONAL CITY	101,250	109,155	10/15/2015	12/1/2014	318.00	IO ENVIRONMENTAL & INFRASTRUCT	7,905	3	8%	0	Design revisions
5200323183	EXPO AUTHORITY MISC	LOS ANGELES	50,000	157,552	10/15/2015	8/18/2014	423.00	EXPO	107,552	3	215%	0	This was a T&M contract.
5200323244	LA COSTA RECYCLED WATER	CARLSBAD	13,280	9,960	9/22/2015	8/10/2015	43.00	ORTIZ CORPORATION	-3,320	2	-25%	0	0
5200323253	COMMUNITY ROAD LOOP	POWAY	2,900	2,900	9/18/2015	9/8/2015	10.00	NX UTILITIES	0	0	0%	0	0
5200323209	SEPULVEDA BLVD & MARINA	MANHATTAN BEACH	144,569	161,093	9/17/2015	2/2/2015	227.00	GRIFFITH COMPANY	16,524	4	11%	0	0
5400323184	PLAYA DEL ORO WEST	LOS ANGELES	279,330	483,971	9/16/2015	8/15/2014	397.00	BERNARDS BUILDERS INC	204,641	9	73%	0	Design revisions to include power vaults.
5400323125	REAL TIME BEACH PARKING	SANTA MONICA	1,367,049	1,499,678	9/10/2015	2/5/2014	582.00	CITY OF SANTA MONICA	132,629	4	10%	0	0
5200323186	SDJ-T13011 MISSION CENTER	SAN DIEGO	554,101	616,755	8/31/2015	10/27/2014	308.00	CITY OF SAN DIEGO	62,655	9	11%	0	0
5400323204	SANJOC 4054-16 ORANGE	SAN DIEGO	179,413	183,776	8/28/2015	11/13/2014	288.00	ABC CONSTRUCTION CO., INC.	4,363	4	2%	0	0
5200323229	SDJ-T13014 TRENCHING	SAN DIEGO	20,402	19,430	8/25/2015	4/7/2015	140.00	CITY OF SAN DIEGO	-972	1	-5%	0	0
5200323212	E. VISTA WAY @ TAYLOR ST.	VISTA	178,400	193,182	8/25/2015	12/22/2014	246.00	SRM CONTRACTING AND PAVING	14,782	2	8%	0	0
5200323132	SDJ - T13004 PARADISE HIL	SAN DIEGO	48,000	45,022	8/25/2015	2/6/2014	565.00	CITY OF SAN DIEGO	-2,978	1	-6%	0	0
5200323240	WESTFIELD UTC MALL PH2A	LA JOLLA	19,180	19,180	8/24/2015	7/8/2015	47.00	F.J. WILLERT CONTRACTING CO.,	0	0	0%	0	0
5200323223	SIGNAL MODIFICATION	OCEANSIDE	75,783	77,901	8/18/2015	3/18/2015	153.00	CITY OF OCEANSIDE	2,118	2	3%	0	0
5400323015	I-15 Los Alamos Rd OC	Murrieta	84,423	201,130	8/18/2015	7/9/2013	770.00	COFFMAN SPECIALTIES INC	116,707	19	138%	20	Design changes, lighting revisions, service changes.
5200323023	Traffic Signal Upgrade	San Clemente	597,000	1,253,517	8/18/2015	7/1/2013	778.00	CITY OF SAN CLEMENTE	656,517	13	110%	80	Unforeseen conditions and additional scope
5300323045	Laurel St OC 11-264114	SAN DIEGO	589,675	1,117,966	8/11/2015	8/13/2013	728.00	DISNEY CONSTRUCTION, INC.	528,291	8	90%	0	Additional scope adding the uplighting to the bridge.
5400323175	SAN DIEGO UNIFIED PORT	SAN DIEGO	52,600	57,484	7/31/2015	7/1/2014	395.00	SAN DIEGO UNIFIED PORT DISTRIC	4,884	1	9%	0	0
5400323231	CRENSHAW/LAX	LOS ANGELES	993	993	7/30/2015	4/7/2015	114.00	GEOCOMP CONSULTING	2,580	1	260%	0	0
5400313041	OCS Pole Banner Install	San Diego	10,700	35,683	7/30/2015	7/10/2013	750.00	BRICEHOUSE STARBOARD, LLC	24,983	6	233%	0	This was a T&M contract.
5400323239	FRYMAN/LAX T&M ONLY	LOS ANGELES	32,889	32,889	7/23/2015	6/12/2015	41.00	FRYMAN MANAGEMENT INC	0	0	0%	0	0
5400323087	PORT ACCESS IMPROVEMENTS	SAN DIEGO	65,400	83,360	7/21/2015	10/22/2013	637.00	RAMONA PAVING CONSTRUCTION	17,960	6	27%	0	Unforeseen conditions, corroded existing infrastructure
5300323140	HIGHWAY SAFETY IMPROVEMEN	SAN MARCOS	605,620	604,490	7/20/2015	3/19/2014	488.00	CITY OF SAN MARCOS	-1,130	1	0%	0	0
5400323141	WINE COUNTRY INFRASTRUCTU	TEMECULA	73,620	83,940	7/17/2015	7/1/2014	381.00	EJ MEYER COMPANY	10,320	1	14%	0	0
5200323241	VANDERGRIFT AT BASILONE	OCEANSIDE	5,950	5,950	7/9/2015	7/7/2015	2.00	Galindo Electric, Inc.	0	0	0%	0	0

5200323226	GENESEE TRAFFIC LOOPS	SAN DIEGO	27,000	31,050	6/30/2015	3/9/2015	113.00	TC CONSTRUCTION	4,050	1	15%	0
5200323168	SUMMERHILL DRIVE	LAKE ELSINORE	201,481	247,428	6/30/2015	6/19/2014	376.00	CITY OF LAKE ELSINORE	45,947	1	23%	0
5200323166	ESCONDIDO BRT TPS	SAN DIEGO	104,359	191,165	6/26/2015	6/10/2014	381.00	ABC CONSTRUCTION CO., INC.	86,806	5	83%	0 Design changes
5300323151	UUP TALMADGE	SAN DIEGO	24,780	46,050	6/24/2015	1/1/2015	174.00	SRM CONTRACTING AND PAVING	21,270	2	86%	50 Additional scope, schedule delays
5200323195	LAKESIDE MAIN AVE.	LAKESIDE	85,500	96,126	6/24/2015	11/20/2014	216.00	ADAMS ELECTRICAL CONTRACTORS	10,626	2	12%	0
5200322958	S.S.613 WOODRUFF AMORITA	DOWNEY	117,312	123,815	6/19/2015	3/13/2013	828.00	CITY OF DOWNEY	6,503	2	6%	0
5200323167	CANYON HILLS/SAGE LANE	LAKE ELSINORE	187,280	188,666	6/9/2015	6/19/2014	355.00	CITY OF LAKE ELSINORE	1,386	3	1%	0
5200323211	BEST WESTERN	SAN DIEGO	12,047	14,660	5/29/2015	2/27/2015	91.00	BYCOR GENERAL CONTRACTORS	2,613	2	22%	0 Scope revisions
5200323176	OLYMPIC DRIVE AT AVENIDA	SANTA MONICA	201,616	219,527	5/29/2015	7/9/2014	324.00	CITY OF SANTA MONICA	17,911	2	9%	0
5200323155	ATP LOOPS JOC	SAN DIEGO	61,745	54,359	5/26/2015	5/19/2014	372.00	ATP GENERAL ENGINEERING CONTRA	-7,386	4	-12%	0
5200323158	ATP LOOPS JOC	SAN DIEGO	18,280	10,531	5/26/2015	5/19/2014	372.00	ATP GENERAL ENGINEERING CONTRA	-7,749	3	-42%	0
5200323202	COLE ST. SIGNAL WORK	CALEXICO	30,000	9,399	5/19/2015	10/21/2014	210.00	CITY OF CALEXICO	-20,600	2	-69%	0
5200323157	TRAFFIC IMPROVEMENT EAST	COMMERCE	58,500	71,155	4/30/2015	5/30/2014	335.00	EXCEL PAVING COMPANY	12,655	3	22%	0
5200323154	CANYON CREST DRIVE	RIVERSIDE	488,800	493,887	4/30/2015	5/20/2014	345.00	CITY OF RIVERSIDE	5,087	4	1%	0
5200322969	CAMNIO DEL SUR WIDENING	SAN DIEGO	74,250	109,249	4/30/2015	4/8/2013	752.00	L B CIVIL CONSTRUCTION	34,999	7	47%	0 Scope revisions
5200323073	I-5 DETOUR TRAFFIC SIGNAL	BURBANK	358,364	376,888	4/28/2015	10/3/2013	572.00	CITY OF BURBANK	18,524	4	5%	0
5400323134	PARK & CYPRESS POP OUTS	SAN DIEGO	55,302	55,302	4/24/2015	2/18/2014	430.00	ATLAS DEVELOPMENT	0	0	0%	0
5200323119	SDJOC - CARROLL CANYON	SAN DIEGO	172,000	203,802	4/24/2015	2/3/2014	445.00	CITY OF SAN DIEGO	31,802	8	18%	0 Unforeseen conditions and design changes
5200323062	8TH STREET SAFETY	NATIONAL CITY	286,409	305,222	4/24/2015	9/9/2013	592.00	RAMONA PAVING CONSTRUCTION	18,813	9	7%	0
5200323215	CITY OF WESTMINSTER	WESTMINSTER	14,296	14,296	4/21/2015	12/18/2014	124.00	NEUBAUER ELECTRIC INC.	0	0	0%	0
5200323142	ACCESSIBLE PED SIGNALS	CORONADO	199,900	230,085	4/21/2015	4/4/2014	382.00	CORONADO, CITY OF	30,185	5	15%	80 missed scope
5400323102	11-294804 CONSTRUCT BIKE	CALEXICO	124,450	132,174	4/20/2015	2/5/2014	439.00	RSM2 CONTRACTORS	7,724	4	6%	0
5200323227	HARRAHS RINCON SPA TOWER	VALLEY CENTER	76,000	65,000	4/16/2015	3/17/2015	30.00	W.E. O'NEIL CONSTRUCTION	-11,000	2	-14%	0
5200323214	JOHNSON AVE. SEWER RELIEF	EL CAJON	60,503	60,503	4/14/2015	1/19/2015	85.00	SC VALLEY ENGINEERING	0	0	0%	0
5200323224	TRENCH PAVEMENT 2014 2015	SAN DIEGO	3,750	3,750	3/31/2015	2/19/2015	40.00	SEALRIGHT PAVING	0	0	0%	0
5400323114	IN PAVEMENT LIGHTING SYST	SAN DIEGO	252,400	238,682	3/31/2015	1/7/2014	448.00	COUNTY OF SAN DIEGO	-13,718	1	-5%	0
5200323220	TRAFFIC SIGNAL PHASE 6	NEWPORT BEACH	41,000	40,196	3/30/2015	3/2/2015	28.00	ELECNR BELCO ELECTRIC, INC.	-804	1	-2%	0
5400323207	SDSU SOUTH CAMPUS PLAZA	SAN DIEGO	10,494	10,494	3/10/2015	2/11/2015	27.00	Sundt Construction, Inc.	0	0	0%	0
5200323201	TL669 GOLD COAST	SAN DIEGO	7,060	7,060	2/27/2015	1/19/2015	39.00	HENKELS & MCCOY	0	0	0%	0
5500323221	EL CAMINO & MESA CCTV	OCEANSIDE	11,361	11,361	2/19/2015	2/6/2015	13.00	DTZ	0	0	0%	0
5200323189	LED CROSSWALK ORR & DAY	SANTA FE SPRINGS	69,942	69,142	1/31/2015	9/23/2014	130.00	CITY OF SANTA FE SPRINGS	-800	1	-1%	0
5200322964	Quarry Falls Civita B C	San Diego	397,780	288,608	1/31/2015	3/11/2013	691.00	SHEA HOMES	-109,172	2	-27%	0
5400322950	MAIN STREET BRIDGE TEMECU	SUITE 200	388,500	512,461	1/31/2015	2/12/2013	718.00	GRANITE CONSTRUCTION CO	123,961	11	32%	0 Additional scope and design revisions
5400323072	UCLA JOC J-31928	LOS ANGELES	114,580	1,220,466	1/22/2015	9/17/2013	492.00	UNIVERSITY OF CALIFORNIA LA	1,105,887	35	965%	0 This was a T&M contract.
5500323206	SEAL BEACH	SEAL BEACH	2,000	2,917	12/30/2014	12/8/2014	22.00	GRANITE CONSTRUCTION CO	917	1	46%	0
5200323178	LA MEDIA CHEVRON STATION	SAN DIEGO	15,000	15,000	12/30/2014	7/21/2014	162.00	AMERASPH	0	0	0%	0
5400323091	MARINE AVE HOTELS	REDONDO BEACH	129,358	261,185	12/30/2014	10/25/2013	431.00	SUMMIT DCK	131,827	8	102%	0 Additional scope and design revisions
5200323008	OTAY LAKES RD WIDENING	CHULA VISTA	273,755	313,720	12/30/2014	5/6/2013	603.00	Portillo Concrete, Inc.	39,965	13	15%	0
5400323152	UCLA JOC - J40215	LOS ANGELES	18,619	26,250	12/15/2014	5/9/2014	220.00	UNIVERSITY OF CALIFORNIA LA	7,731	3	42%	0 This was a T&M contract.
5200323103	Millenia Contract 140211	CHULA VISTA	102,000	107,867	11/30/2014	12/2/2013	363.00	MCMILLIN REAL ESTATE SERVICES	5,868	3	6%	0
5200323105	MILLENNIA CONTRACT 140226	CHULA VISTA	194,000	528,787	11/30/2014	12/2/2013	363.00	MCMILLIN REAL ESTATE SERVICES	334,787	3	173%	0 Additional scope per client
5500323182	PCH & 15TH ST. HERMOSA	Hermosa Beach	2,624	2,624	11/24/2014	8/7/2014	109.00	DOTY BROS	41,691	1	1589%	0 This was a T&M contract.
5400323043	UCLA JOC - J31198	LOS ANGELES	67,718	164,147	11/24/2014	7/18/2013	494.00	UNIVERSITY OF CALIFORNIA LA	96,430	5	142%	0
5300322948	11-298604 RTE 8 barrier	San Diego	35,250	51,549	11/20/2014	1/22/2013	667.00	L B CIVIL CONSTRUCTION	16,299	11	46%	0 Additional scope
5400323187	UCLA JOC-J41578	LOS ANGELES	1,631	51,605	11/12/2014	8/11/2014	93.00	UNIVERSITY OF CALIFORNIA LA	49,973	4	3063%	0 This was a T&M contract.
5300323057	11-290404 RT 94 IN JAMUL	JAMUL	153,728	161,562	11/12/2014	9/6/2013	432.00	GRANITE CONSTRUCTION CO	7,834	10	5%	0
5200323185	LINE 406	LOS ANGELES	12,815	12,815	10/30/2014	10/10/2014	20.00	DOTY BROS	0	0	0%	0
5400323198	UCLA JOC-J41920	LOS ANGELES	21,675	21,675	10/15/2014	9/26/2014	19.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5400323197	UCLA JOC-J41974	LOS ANGELES	14,842	14,842	10/15/2014	9/23/2014	22.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5400323193	UCLA JOC-J41880	LOS ANGELES	21,032	21,032	10/15/2014	9/10/2014	35.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5400323188	UCLA JOC-J41445	LOS ANGELES	29,991	29,991	10/15/2014	8/26/2014	50.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5400323076	UCLA JOC - J32556	LOS ANGELES	28,730	102,871	10/15/2014	9/27/2013	383.00	UNIVERSITY OF CALIFORNIA LA	74,141	6	258%	0 This was a T&M contract.
5400323048	UCLA JOC J31484	LOS ANGELES	149,122	742,823	10/15/2014	7/24/2013	448.00	UNIVERSITY OF CALIFORNIA LA	593,704	10	398%	0 This was a T&M contract.
5200323122	MELROSE LOOPS	OCEANSIDE	5,590	33,741	10/14/2014	1/20/2014	267.00	Hercon Company, Inc.	28,151	6	504%	0 This was a unit price agreement. Additional scope
5400323194	UCLA JOC-J40286	LOS ANGELES	42,993	42,993	10/8/2014	9/10/2014	28.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5400323137	UCLA JOC - J40264 SCHOENB	LOS ANGELES	13,994	96,981	10/2/2014	2/24/2014	220.00	UNIVERSITY OF CALIFORNIA LA	82,987	8	593%	0 This was a T&M contract.
5400323192	UCLA JOC-J31124	LOS ANGELES	11,308	11,308	9/19/2014	9/4/2014	15.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5400323181	UCLA JOC-J41294	LOS ANGELES	9,024	9,024	9/19/2014	7/23/2014	58.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5400323179	UCLA JOC-J41333	LOS ANGELES	45,034	47,687	9/19/2014	7/10/2014	71.00	UNIVERSITY OF CALIFORNIA LA	2,652	1	6%	0 This was a T&M contract.
5400323153	UCLA JOC - J40849	LOS ANGELES	47,676	51,926	9/19/2014	5/9/2014	133.00	UNIVERSITY OF CALIFORNIA LA	4,250	1	9%	0 This was a T&M contract.
5400323086	UCLA JOC - J32175 HITCH	LOS ANGELES	181,148	331,293	9/19/2014	10/16/2013	338.00	UNIVERSITY OF CALIFORNIA LA	150,146	9	83%	0 This was a T&M contract.
5400323171	AT&T DYKSTRA	LOS ANGELES	36,734	66,262	9/16/2014	6/16/2014	92.00	AT&T DYKSTRA	29,528	2	80%	0
5200323164	JOC T13 TASK ORDER T13008	SAN DIEGO	24,632	23,556	8/29/2014	6/10/2014	80.00	CITY OF SAN DIEGO	-1,076	1	-4%	0
5200323165	JOC T13 T13010	SAN DIEGO	23,363	22,250	8/29/2014	6/9/2014	81.00	CITY OF SAN DIEGO	-1,113	1	-5%	0
5200323133	SDJ - T13006 STREETLIGHT	SAN DIEGO	38,203	38,733	8/29/2014	2/6/2014	204.00	CITY OF SAN DIEGO	530	2	1%	0
5200323112	SDJ T13003 STREETLIGHT	SAN DIEGO	14,847	14,847	8/29/2014	12/19/2013	253.00	CITY OF SAN DIEGO	0	0	0%	0
5400323085	BROADSTONE-LITTLE ITALY	SAN DIEGO	74,800	84,656	8/29/2014	10/22/2013	311.00	ALLIANCE RESIDENTIAL BUILDERS	9,856	4	13%	0
5300323054	Rt. 52 Overlay 11-402804	San Diego	50,788	69,207	8/29/2014	8/9/2013	385.00	HAZARD CONSTRUCTION CO	18,419	5	36%	0
5200323010	BMR Paseo Del Sur, Potoma	San Diego	353,000	370,354	8/29/2014	5/29/2013	457.00	MARATHON GENERAL, INC.	17,354	3	5%	0
5400323172	UCLA JOC-ENGINEERING 6	LOS ANGELES	8,027	11,666	8/28/2014	6/19/2014	70.00	UNIVERSITY OF CALIFORNIA LA	3,639	2	45%	0 This was a T&M contract.
5200323174	LOOPS INSTALLATION	ESCONDIDO	12,880	18,620	8/27/2014	7/15/2014	43.00	PAR ELECTRICAL CONTRACTORS INC	5,740	2	45%	0 Additional loops
5500323144	BLUELINE H STREET		8,941	8,941	7/31/2014	4/9/2014	113.00	FLATIRON WEST INC	0	0	0%	0
5400323148	UCLA JOC - J40658	LOS ANGELES	21,459	21,459	7/25/2014	4/23/2014	93.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5400323115	UCLA JOC - J32676	LOS ANGELES	263,980	329,034	7/25/2014	12/30/2013	207.00	UNIVERSITY OF CALIFORNIA LA	65,054	4	25%	0 This was a T&M contract.
5500323099	FOOTHILL BLVD FIBER OPTIC	FONTANA	98,098	97,491	7/18/2014	11/19/2013	241.00	CITY OF FONTANA	-607	1	-1%	0
5200323094	SIGNAL CONTROLLER UPGRADE	LAKE ELSINORE	23,776	23,776	7/18/2014	11/6/2013	254.00	CITY OF LAKE ELSINORE	0	0	0%	0
5400323081	GRAND AVE@CREEKSIDE MKTPL	SAN MARCOS	275,300	275,300	7/18/2014	10/8/2013	283.00	TRI-GROUP CONSTRUCTION	1,026	1	0%	0
5400323067	JOHNSON AVE PEDESTRIAN	EL CAJON	96,450	96,450	7/18/2014	9/10/2013	311.00	RAMONA PAVING CONSTRUCTION	0	0	0%	0
5400323044	SUN VALLEY LTG IMP PH4	LOS ANGELES	194,902	191,618	7/18/2014	8/15/2013	337.00	City of Los Angeles	-3,284	1	-2%	0

5400323033	Kelton Rd Sidewalk Improv	SAN DIEGO	43,953	43,935	7/18/2014	7/29/2013	354.00 HTA ENGINEERING & CONSTRUCTION	-18	1	0%	0
5200323021	Lighted X-walk on Girard	San Diego	41,913	65,704	7/18/2014	6/18/2013	395.00 A.B. HASHMI, INC.	23,791	2	57%	0 Additional scope
5200323014	SAN MARCOS HIGH SCHOOL	SAN MARCOS	213,470	256,183	7/18/2014	5/21/2013	423.00 LUSARDI CONSTRUCTION COMPANY	42,713	8	20%	0 Additional scope
5400322991	Rte 163 11-403704 Barrie	San Diego	10,450	30,103	7/18/2014	4/26/2013	448.00 HAZARD CONSTRUCTION CO	19,653	5	188%	0 Additional scope
5400322949	S05-104 ECO BIKEWAY	ESCONDIDO	58,431	66,603	7/18/2014	2/12/2013	521.00 WESTERN RIM CONSTRUCTORS	8,233	2	14%	0
5400323061	PALM AVE SWEETWATER	SAN DIEGO	4,940	7,600	7/14/2014	10/11/2013	276.00 SEALRIGHT PAVING	2,660	1	54%	0
5400322977	1-15 INTEGRATE JOC	SAN DIEGO	154,153	173,351	7/14/2014	4/2/2013	468.00 SANDAG	19,197	2	12%	0
5400323012	Qualcom Bldg Q St Elect	San Diego	23,841	25,195	6/30/2014	5/22/2013	404.00 DYNALECTRIC COMPANY	2,573	2	11%	0
5200323160	SOUTHBOUND EL CAMINO REAL		3,600	3,600	6/26/2014	6/5/2014	21.00 MILLER PAVING	0	0	0%	0
5200323121	FLORENCE AND WOODRUFF AVE	DOWNEY	9,044	9,044	6/26/2014	4/21/2014	66.00 CITY OF DOWNEY	0	0	0%	0
5400322994	RTE 98 11-275204 SPR PAVE	CALEXICO	42,858	52,823	6/20/2014	4/26/2013	420.00 HAZARD CONSTRUCTION CO	9,965	2	23%	0
5400323146	UCLA JOC - J40618	LOS ANGELES	38,565	38,565	6/18/2014	4/10/2014	69.00 UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5300322947	Santa Clarita 07-285004	San Dimas	129,999	129,999	6/18/2014	2/13/2013	490.00 O'DONNELL CONSTRUCTION, INC.	0	0	0%	0
5200323159	LOOPS ON PACIFIC CENTER	SAN DIEGO	3,400	3,400	6/9/2014	6/5/2014	4.00 TEK WORKS	0	0	0%	0
5200323040	REALIGN INTERSECTION	CAMP PENDLETON NORT	177,800	177,800	5/30/2014	7/19/2013	315.00 GRANITE CONSTRUCTION CO	0	0	0%	0
5400323149	UCLA JOC - J40732	LOS ANGELES	2,611	2,916	5/22/2014	4/25/2014	27.00 UNIVERSITY OF CALIFORNIA LA	305	3	12%	0 This was a T&M contract.
5400323130	UCLA JOC - J40209	LOS ANGELES	13,917	22,389	5/22/2014	1/31/2014	111.00 UNIVERSITY OF CALIFORNIA LA	8,472	1	61%	0 This was a T&M contract.
5400323113	UCLA JOC - J32618	LOS ANGELES	278,402	302,516	5/22/2014	12/30/2013	143.00 UNIVERSITY OF CALIFORNIA LA	24,114	1	9%	0 This was a T&M contract.
5400323029	UCLA JOC - J31105	LOS ANGELES	77,835	101,526	5/22/2014	6/24/2013	332.00 UNIVERSITY OF CALIFORNIA LA	23,691	3	30%	0 This was a T&M contract.
5200323089	INSTALL LOOPS IN ESCONDID	ESCONDIDO	4,640	6,508	5/20/2014	10/29/2013	203.00 SDGE	1,868	1	40%	0
5400323135	NEAL ELECTRIC GATE LOOPS	POWAY	1,586	1,535	4/30/2014	2/18/2014	71.00 NEAL ELECTRIC CORPORATIONI	-51	1	-3%	0
5300323084	PAVEMENT OVERLAY REHAB PR	ENCINITAS	20,670	39,229	4/30/2014	10/14/2013	198.00 TC CONSTRUCTION	18,559	4	90%	0
5400323059	Misc Work at Kenwood Dr	SAN DIEGO	3,495	8,178	4/28/2014	8/26/2013	245.00 GRFCO, INC.	4,683	5	134%	0 Additional scope of work
5400323143	UCLA JOC - J40243	LOS ANGELES	10,093	10,093	4/23/2014	3/28/2014	26.00 UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5400323090	UCLA JOC - J32199 Marion	LOS ANGELES	20,727	175,828	4/9/2014	11/13/2013	147.00 UNIVERSITY OF CALIFORNIA LA	155,101	3	748%	0 This was a T&M contract.
5400323139	UCLA JOC - J40354 BUNCHE	LOS ANGELES	16,287	16,287	4/1/2014	3/10/2014	22.00 UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5200323136	BONITA SWEETWATER LOOPS	BONITA	1,610	1,610	3/26/2014	2/24/2014	30.00 A.M. ORTEGA	0	0	0%	0
5400323116	UCLA JOC - J32360	LOS ANGELES	10,680	10,680	3/18/2014	12/30/2013	78.00 UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5500323107	PORT JOB FIBER	SAN DIEGO	1,955	1,955	2/28/2014	12/11/2013	79.00 Verotek	0	0	0%	0
5400323077	OVERLAY THOROUGHFARES	EL CAJON	141,276	141,276	2/26/2014	10/8/2013	141.00 SRM CONTRACTING AND PAVING	0	0	0%	0
5400323120	UCLA JOC - J32461	LOS ANGELES	36,883	36,883	2/24/2014	1/16/2014	39.00 UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5400323097	UCLA JOC - J32344	LOS ANGELES	2,492	5,652	2/24/2014	11/19/2013	97.00 UNIVERSITY OF CALIFORNIA LA	3,160	1	127%	0 This was a T&M contract.
5300323047	SENN RD ASPHALT OVERLAY	SAN DIEGO	17,159	5,051	2/24/2014	9/11/2013	166.00 COFFMAN SPECIALTIES INC	-12,108	2	-71%	0
5400323035	UCLA JOC J31303 SEMEL A	LOS ANGELES	76,011	86,762	2/12/2014	7/1/2013	226.00 UNIVERSITY OF CALIFORNIA LA	10,752	1	14%	0 This was a T&M contract.
5400323036	UCLA JOC J31304	LOS ANGELES	48,306	53,383	2/12/2014	7/1/2013	226.00 UNIVERSITY OF CALIFORNIA LA	5,077	1	11%	0 This was a T&M contract.
5200323124	CUYAMACA & MAST LOOPS	SANTEE	3,950	1,975	1/31/2014	1/20/2014	11.00 ADCO UNDERGROUND SERVICES	-1,975	1	-50%	0
5200323117	JOHNSON & GREENFIELD LOOPS	EL CAJON	3,600	3,600	1/31/2014	1/14/2014	17.00 A.M. ORTEGA	0	0	0%	0
5400323037	UCLA JOC - J31341	LOS ANGELES	7,834	31,808	1/29/2014	7/8/2013	205.00 UNIVERSITY OF CALIFORNIA LA	23,974	4	306%	0 This was a T&M contract.
5200323082	SOLEDAD MTN & GARNET	SAN DIEGO	42,424	37,354	1/24/2014	10/24/2013	92.00 CITY OF SAN DIEGO	-5,070	1	-12%	0
5500323083	FIBER OPTIC & SERVICE EQU	BURBANK	200,183	217,905	1/24/2014	10/15/2013	101.00 BURBANK AIRPORT AUTHORITY	17,722	3	9%	0
5200323109	28TH & K LOOPS	SAN DIEGO	5,304	12,458	1/22/2014	12/12/2013	41.00 SEMPRA UTILITIES	7,154	4	135%	0 Additional loops
5400323066	PICKFORD WAY & COTA ST		3,020	3,020	1/14/2014	9/9/2013	127.00 DOTY BROS	0	0	0%	0
5400323075	MTS JOC STATION MONUMENT	SAN DIEGO	21,955	21,955	1/9/2014	9/27/2013	104.00 ABC CONSTRUCTION CO., INC.	0	0	0%	0
5200323111	960FRIARS RD LIGHT X WALK	SAN DIEGO	31,663	31,663	12/31/2013	12/13/2013	18.00 A.M. ORTEGA	0	0	0%	0
5200323004	Ottoman St Ltg WOL1170048	Los Angeles	33,317	36,013	12/31/2013	5/31/2013	214.00 City of Los Angeles	2,696	2	8%	0
5300323064	11-2T1834 SOUND WALL	CHULA VISTA	9,385	5,460	12/19/2013	9/19/2013	91.00 WESTERN RIM CONSTRUCTORS	-3,925	2	-42%	0
5200323110	El Norte Prkwy at Rincon	Escondido	2,900	2,900	12/13/2013	12/12/2013	1.00 TC CONSTRUCTION	0	0	0%	0
5400323088	ELEC REPAIR SR 125	SAN DIEGO	22,975	22,975	12/12/2013	10/24/2013	49.00 SANDAG	0	0	0%	0
5200323039	La Jolla Commons II	San Diego	15,680	23,549	12/5/2013	7/19/2013	139.00 HELIX ELECTRIC INC	7,869	3	50%	0
5400323049	UCLA JOC J31236	LOS ANGELES	10,137	21,812	11/26/2013	7/26/2013	123.00 UNIVERSITY OF CALIFORNIA LA	11,675	2	115%	0 This was a T&M contract.
5200322972	I-5/SR134 SPEC 3503	GLENDALE	895,144	974,722	11/26/2013	4/23/2013	217.00 CITY OF GLENDALE	79,578	3	9%	0
5200323079	MESA COLLEGE TRAFFIC LOOP	SAN DIEGO	2,025	2,025	11/22/2013	10/8/2013	45.00 SAN DIEGO COLLEGE DISTRICT	0	0	0%	0
5400322963	Citywide Ped xing 12-12	National City	123,600	127,950	11/22/2013	3/25/2013	242.00 KOCH ARMSTRONG	4,350	3	4%	0
5400323078	UCLA JOC - J32095 MULE TA	LOS ANGELES	1,021	4,884	11/21/2013	10/3/2013	49.00 UNIVERSITY OF CALIFORNIA LA	3,863	1	378%	0 This was a T&M contract.
5400323068	UCLA JOC - J31879	LOS ANGELES	249	249	11/21/2013	9/9/2013	73.00 UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5400323042	UCLA JOC - J30442	LOS ANGELES	26,374	30,137	11/21/2013	7/17/2013	127.00 UNIVERSITY OF CALIFORNIA LA	3,763	2	14%	0 This was a T&M contract.
5200323096	LOOP INSTALLATION AT LEUC	ENCINITAS	1,925	1,925	11/20/2013	11/19/2013	1.00 URBAN HOUSING BUILDERS	0	0	0%	0
5200323100	ORANGE ST LOOP INSTALL	ESCONDIDO	1,975	1,975	11/20/2013	11/19/2013	1.00 MARATHON GENERAL, INC.	0	0	0%	0
5300323074	RT 125&52 FLASHING BEACON	SAN DIEGO	18,572	18,322	11/6/2013	10/3/2013	34.00 CORAL CONSTRUCTION	-250	1	-1%	0
5400323095	ELECTRICAL HOOKUP OF JOBI	OCEANSIDE	3,500	3,500	11/4/2013	11/5/2013	-1.00 Hercon Company, Inc.	0	0	0%	0
5400323060	UCLA JOC - PAULEY FIBER	LOS ANGELES	3,919	3,919	10/31/2013	9/1/2013	60.00 UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5400323018	UCLA J30924	LOS ANGELES	13,945	29,931	10/31/2013	6/3/2013	150.00 UNIVERSITY OF CALIFORNIA LA	15,986	2	115%	0 This was a T&M contract.
5400223001	UCLA J30691 CHS SEISMIC	LOS ANGELES	14,514	22,403	10/31/2013	5/1/2013	183.00 UNIVERSITY OF CALIFORNIA LA	7,889	1	54%	0 This was a T&M contract.
5400323046	PIER E TERMINAL YD PH 1	LONG BEACH	14,363	20,398	10/30/2013	8/13/2013	78.00 HERZOG/REYES, A JOINT VENTURE	6,184	2	43%	0
5400322957	Torrey Pines 3106-027141	San Marcos	3,087	3,087	10/29/2013	2/12/2013	259.00 FLATIRON WEST INC	0	7	0%	0
5400323080	LOOPS AT GRAND DELMAR	DEL MAR	2,675	2,675	10/25/2013	10/15/2013	10.00 JOE'S PAVING	0	0	0%	0
5400323051	UCLA JOC - J31540	LOS ANGELES	92,193	238,125	10/23/2013	7/26/2013	89.00 UNIVERSITY OF CALIFORNIA LA	145,932	2	158%	0 This was a T&M contract.
5400323026	UCLA JOC - J30971	LOS ANGELES	5,748	8,739	10/23/2013	6/24/2013	121.00 UNIVERSITY OF CALIFORNIA LA	2,991	1	52%	0 This was a T&M contract.
5400323031	UCLA JOC - J31089	LOS ANGELES	1,397	1,397	10/23/2013	6/24/2013	121.00 UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5400222989	UCLA J30691 CHS DEMO 6	LOS ANGELES	67,314	104,040	10/23/2013	4/16/2013	190.00 UNIVERSITY OF CALIFORNIA LA	36,726	1	55%	0 This was a T&M contract.
5200323055	47th AND MARKET	SAN DIEGO	142,595	1,560	10/20/2013	9/11/2013	39.00 SO CAL CONSTRUCTION	-141,035	2	-99%	0
5400323009	St Lt Mods Tobias Terrace	Panorama City	23,216	27,409	10/15/2013	6/3/2013	134.00 Building Solutions, Inc.	4,193	4	18%	0
5400322975	OSIDE TRANSIT CTR 3RD TRK	OCEANSIDE	4,875	3,250	10/10/2013	4/9/2013	184.00 CH2MHILL, INC.	-1,625	1	-33%	0
5200323025	Traffic Signal Mods	San Diego	34,567	33,112	9/30/2013	6/27/2013	95.00 CITY OF SAN DIEGO	-1,455	1	-4%	0
5400323069	UCLA JOC - J31872	LOS ANGELES	911	911	9/26/2013	9/9/2013	17.00 UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5400323070	UCLA JOC - J31906	LOS ANGELES	1,990	1,990	9/26/2013	9/9/2013	17.00 UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5400323065	UCLA JOC - J31901	LOS ANGELES	8,297	8,297	9/26/2013	9/6/2013	20.00 UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5400323063	UCLA JOC - J31688	LOS ANGELES	26,129	26,129	9/26/2013	8/29/2013	28.00 UNIVERSITY OF CALIFORNIA LA	0	0	0%	0 This was a T&M contract.
5400222956	UCLA BOND	LOS ANGELES	482,491	584,987	9/26/2013	2/19/2013	219.00 UNIVERSITY OF CALIFORNIA LA	102,496	3	21%	0 This was a T&M contract.

5400323050	UCLA JOC J31462	LOS ANGELES	21,971	21,971	9/11/2013	7/26/2013	47.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0	This was a T&M contract.
5400323027	UCLA JOC - J30932	LOS ANGELES	36,276	36,276	9/11/2013	6/24/2013	79.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0	This was a T&M contract.
5400322999	ISLAND AVE BRIDGE RETRO	SAN DIEGO	17,000	17,442	9/10/2013	4/23/2013	140.00	A.M. ORTEGA	442	1	3%	0	
5500313052	SDUPD: TASK ORDER #2		22,070	22,070	8/31/2013	8/6/2013	25.00	SAN DIEGO UNIFIED PORT DISTRIC	0	0	0%	0	
5400323034	UCLA J31325 - DKSTRA COPP	LOS ANGELES	10,769	13,505	8/29/2013	7/3/2013	57.00	UNIVERSITY OF CALIFORNIA LA	2,736	1	25%	0	This was a T&M contract.
5400323030	UCLA JOC - J31082	LOS ANGELES	1,397	1,397	8/29/2013	6/24/2013	66.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0	This was a T&M contract.
5400322968	LA MESA BL GROSSMONT	LA MESA	44,971	44,971	8/26/2013	3/25/2013	154.00	CITY OF LA MESA	0	0	0%	0	
5400323056	REPAIR OF FIBER LINK	OCEANSIDE	3,360	3,360	8/20/2013	8/19/2013	1.00	CITY OF OCEANSIDE	0	0	0%	0	
5400323028	UCLA JOC - J30887	LOS ANGELES	60,992	62,161	8/16/2013	6/24/2013	53.00	UNIVERSITY OF CALIFORNIA LA	1,169	1	2%	0	This was a T&M contract.
5400222951	UCLA - JOC#J22821	LOS ANGELES	29,730	44,612	8/16/2013	1/28/2013	200.00	UNIVERSITY OF CALIFORNIA LA	14,882	3	50%	0	This was a T&M contract.
5200323022	Replace Ground Loop Senso	San Diego	6,000	6,000	7/31/2013	6/27/2013	34.00	Galindo Electric, Inc.	0	0	0%	0	
5400322996	P.O. 058472 Rock Spring	SAN MARCOS	9,975	11,383	7/31/2013	4/23/2013	99.00	ARB STRUCTURES INC	1,408	1	14%	0	
5200323038	LOOP DETECTORS HAWAII AVE	SAN DIEGO	3,900	2,600	7/23/2013	7/9/2013	14.00	ALTITUDE INC	-1,300	1	-33%	0	
5400322993	MTS Yd Fence Rpr 1582-01	SAN DIEGO	4,995	4,995	7/23/2013	5/29/2013	55.00	HERZOG CONTRACTING CORP.	0	0	0%	0	
5400323019	UCLA J31085 Sproul APs	LOS ANGELES	12,928	12,928	7/18/2013	6/5/2013	43.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0	This was a T&M contract.
5200322997	ESA-006 Tunnel Ltg Design	Kern County	15,019	15,019	7/15/2013	5/23/2013	53.00	LINDA MILLER CONSTRUCTION & EN	0	0	0%	0	
5400322979	VISTA SORRENTO PKWY	SAN DIEGO	25,305	37,881	6/30/2013	4/9/2013	82.00	BERGELECTRIC CORPORATION	12,576	2	50%	0	Additional scope
5400322998	Loops Citricado vly pkwy	ESCONDIDO	4,000	3,000	6/27/2013	4/23/2013	65.00	CCL CONTRACTING INC	-1,000	1	-25%	0	
5200322966	JOC 1343-06 BAYSHORE	CHULA VISTA	41,939	44,563	6/27/2013	3/25/2013	94.00	SANDAG	2,624	2	6%	0	
5400323024	Ped Push Button Post		3,997	3,997	6/25/2013	6/24/2013	1.00	ASSET PROPERTY MANAGEMENT, INC	0	0	0%	0	
5400322967	UCLA J30508	LOS ANGELES	147,925	147,925	6/24/2013	3/13/2013	103.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0	This was a T&M contract.
5500313016	SDUPD: TASK ORDER #1	SAN DIEGO	10,077	10,077	6/21/2013	6/7/2013	14.00	SAN DIEGO UNIFIED PORT DISTRIC	0	0	0%	0	
5200323007	SDGE C ASH SUBSTATION EXP	ESCONDIDO	5,375	5,375	6/14/2013	5/6/2013	39.00	SUFFOLK ROEL INC.	0	0	0%	0	
5400322954	NORDAHL-KNOB KNOCK DWN	SAN MARCOS	8,650	8,650	6/14/2013	2/13/2013	121.00	CITY OF SAN MARCOS	0	0	0%	0	
5400323013	UCLA J30903 CHS 12 STRAND	LOS ANGELES	15,061	15,061	6/5/2013	5/24/2013	12.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0	This was a T&M contract.
5200323006	LINCOLN AVE. CONVERSION	SAN DIEGO	2,390	4,190	6/5/2013	5/6/2013	30.00	A.M. ORTEGA	1,800	2	75%	0	Additional scope
5400322988	RTE 15/56 11-2T0994	SAN DIEGO	930	930	6/5/2013	4/23/2013	43.00	DIVERSIFIED LANDSCAPE	0	0	0%	0	
5400322984	HIGH BLUFF AND DEL MAR	SAN DIEGO	4,858	5,598	6/5/2013	4/16/2013	50.00	ANGUS ASPHALT	740	1	15%	0	
5400222983	UCLA J30625 AIR DRYER	LOS ANGELES	2,625	3,672	6/5/2013	4/3/2013	63.00	UNIVERSITY OF CALIFORNIA LA	1,047	2	40%	0	This was a T&M contract.
5200323005	CITY OF LEMON GRV 1582.01	LEMON GROVE	797	797	5/31/2013	5/14/2013	17.00	HERZOG CONTRACTING CORP.	0	0	0%	0	
5400322995	Calexico knock down	calexico	4,125	4,125	5/31/2013	4/23/2013	38.00	CITY OF CALEXICO	0	0	0%	0	
5400323000	BRAWLEY-FAMILY DOLLAR	BRAWLEY	9,000	11,550	5/31/2013	4/23/2013	38.00	JG CONSTRUCTION COMPANY	2,550	1	28%	0	
5400322990	LOOPS ON MANCHESTER	SAN DIEGO	3,488	3,488	5/31/2013	4/16/2013	45.00	ARB STRUCTURES INC	0	0	0%	0	
5400322981	GATE 7 VESTA ST. LOOPS	SAN DIEGO	5,000	5,000	5/31/2013	4/8/2013	53.00	Portillo Concrete, Inc.	0	0	0%	0	
5400322962	UCLA J30465	LOS ANGELES	12,325	14,281	5/28/2013	3/13/2013	76.00	UNIVERSITY OF CALIFORNIA LA	1,956	1	16%	0	This was a T&M contract.
5400322985	MISSION AND MAGNOLIA	SANTEE	17,000	26,420	5/22/2013	4/16/2013	36.00	A.M. ORTEGA	9,420	1	55%	0	
5200323011	895-Montgomery HS Gym.	SAN DIEGO	2,496	2,496	5/20/2013	5/16/2013	4.00	Soltek Pacific Construction Co	0	0	0%	0	
5400323002	San Diego Library	San Diego	9,535	9,535	5/20/2013	5/6/2013	14.00	RAP ENGINEERING, INC	0	0	0%	0	
5400222976	UCLA J30620 ROUTINE MHS	LOS ANGELES	1,984	1,984	5/13/2013	4/16/2013	27.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0	This was a T&M contract.
5400222986	UCLA J 30661 Weyburn APs	Los Angeles	13,085	13,085	5/13/2013	4/8/2013	35.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0	This was a T&M contract.
5400222960	UCLA J30271	LOS ANGELES	1,354	1,354	5/13/2013	3/5/2013	69.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0	This was a T&M contract.
5400222987	UCLA J30668 SEMEL 1ST FL	LOS ANGELES	1,228	1,891	4/29/2013	4/9/2013	20.00	UNIVERSITY OF CALIFORNIA LA	663	2	54%	0	This was a T&M contract.
5400322970	EL CAMNIO EVANS TIRES	SAN DIEGO	1,700	1,700	4/25/2013	3/26/2013	30.00	EFILORP CONSTRUCTION, INC.	0	0	0%	0	
5400222973	UCLA J30543	LOS ANGELES	11,190	11,190	4/21/2013	3/26/2013	26.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0	This was a T&M contract.
5400222971	UCLA J22591	LOS ANGELES	12,003	12,003	4/21/2013	3/25/2013	27.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0	This was a T&M contract.
5400322974	UCLA PAULEY CAMPUS	Huntington Beach	4,560	4,560	4/1/2013	4/2/2013	-1.00	STELLAR TELECOM	0	0	0%	0	
5400322978	SD AIRPORT FIBER REPAIR	SAN DIEGO	3,537	3,537	3/31/2013	4/2/2013	-2.00	SAIC	0	0	0%	0	
5400222965	UCLA J30474	LOS ANGELES	18,726	18,726	3/31/2013	3/11/2013	20.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0	This was a T&M contract.
5400222959	UCLA J30363	LOS ANGELES	12,336	12,336	3/25/2013	2/25/2013	28.00	UNIVERSITY OF CALIFORNIA LA	0	0	0%	0	This was a T&M contract.
5400232955	CAMP PEND XWALK P1069	OCEANSIDE	1,140	1,140	3/20/2013	3/1/2013	19.00	NEAL ELECTRIC CORPORATIONI	0	0	0%	0	
5400322953	La Mesa BLVD 302085 TR	LA MESA	5,700	6,808	2/28/2013	1/29/2013	30.00	CITY OF LA MESA	1,108	1	19%	0	
5400322952	MAST BLVD -5900033038		24,574	24,574	1/31/2013	1/29/2013	2.00	A.M. ORTEGA	0	0	0%	0	



PROCOPIO
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T. 858.720.6300
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P. 619.525.3885
jeff.hood@procopio.com

AUSTIN
DEL MAR HEIGHTS
PHOENIX
SAN DIEGO
SILICON VALLEY

November 2, 2016

City of San Diego
Public Works Contract
Attn: Rosa I. Riego
1010 2nd Avenue, 14th Floor
MS614C
San Diego, CA 92101

Re: Select Electric, Inc.

Dear Ms. Riego:

This office serves as legal counsel to Select Electric, Inc. ("SEI") and this letter shall serve as SEI's response to Section 2.11.2, Litigation History, in Attachment B to the MACC Request for Qualifications. In the last five (5) years, SEI has not been a party to litigation concerning:

- Civil or criminal violations of the Occupational Safety and Health Act against any member of SEI.
- Civil or criminal violations of the Contractors' State License Law against any member of SEI.
- Any conviction of any member of SEI of submitting a false or fraudulent claim to a public agency.
- Civil or criminal violations of federal or state law governing the payment of wages, benefits, or personal income tax withholding, or of Federal Insurance Contributions Act (FICA) withholding requirements, state disability insurance withholding, or unemployment insurance payment requirements against any member of SEI.
- Civil or criminal violations of federal or state law against any member of SEI governing equal opportunity employment, contracting or subcontracting.

Additionally, a surety has not finished the work of a member of SEI, or made payments to subcontractors or workers on behalf of a member of SEI.

Please do not hesitate to contact me with any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Jeff S. Hood', written over a light blue rectangular background.

Jeff S. Hood

JSH/cmg

November 15th, 2016

Proposal for: RFQ,

**Intelligent Cities
Outdoor
Lighting Retrofits**

**HMS
CONSTRUCTION
INC.**

Submitted to:

**Rosa I. Riego,
Contract Specialist
City of San Diego
1010 Second Ave, 14th Floor, MS 614C
San Diego, CA 92101**

Submitted by:

**HMS Construction Inc.
2885 Scott Street
Vista, CA 92081
Contact: Isaac C. Brandon
Isaac@hmsconco.com
602-290-0478
A Veteran Owned Business Enterprise**



11-15-16

Rosa I Riego
Contract Specialist
City of San Diego
1010 Second Ave, 14th Floor, MS 614C
San Diego, CA 92101

Dear Ms. Riego,

HMS Construction, Inc. is pleased to propose on the Request for Qualification for the City of San Diego Intelligent Cities Outdoor Lighting Retrofits. We have assembled an elite team of in-house and sub-contracted professionals experienced in LED streetlight conversions to work collaboratively on all aspects of this project. The amassed team, capitalizing on the expertise of its members and their specializations, will meet the City's stated objectives as detailed in K-17-6712-MAC-3-C-A along with all required qualifications.

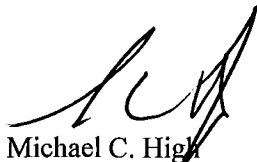
It is our understanding that this conversion project represents a profound step for the City of San Diego toward reducing greenhouse gas emissions, along with a host of other benefits, and we look forward to being a part of the process.

Our combined team's innovative and technical processes ensure that for all phases of the conversion project, we accomplish what we set out to do. Your city will have expectations concerning the delivery schedule, financial benefits, energy savings and quality of service. We will strive to surpass them.

We manage all of our conversion projects in a transparent fashion. During each phase, we will keep the City informed of all progress and of any impediments. Monitoring of this project, on the City's part, will be an easy process facilitated by regular meetings and advancement reports.

Similarly, in addition to this proposal being prepared in accordance with all of the RFQ's requirements and stipulations, we have responded to the evaluation criteria. We meet or exceed the criteria requested in the RFQ and we demonstrate this throughout this document.

The HMS Construction team appreciates this opportunity to present our RFQ proposal. We look forward to working with the City of San Diego to design (as applicable) and install your new, highly-efficient LED streetlight system. We are passionate about what we do and want you to feel the same way about this project's results.



Michael C. High
President
HMS Construction Inc.
mike@hmsconco.com

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(available upon request)

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Design Builder Cert Pending Action

“Non-Discrimination Contracting”.

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1.5. MANDATORY MEETINGS

1.5.1 Pre-submittal meeting

HMS Construction Inc. was in attendance for the pre-bid per the City sign in sheet on the date of October 25, 2016 as required per the Specifications required for this RFQ.

2.1 ADDENDA TO THIS RFQ

There have been no Addenda noted.

2.2 Identification of the Design-Builder EXPERIENCE AND QUALIFICATION

2.2.1 HMS CONSTRUCTION, INC.—PRIME CONTRACTOR
2885 Scott Street, VISTA CA 92081 – ADDRESS

2.2.2 CORPORATION – LEAGAL FORM OF COMPANY

2.2.3 1996 – COMPANY INCEPTION

2.2.4 NONE – SUBSIDIARY

2.2.5 2885 SCOTT STREET, VISTA CA 92081

2.2.7 CARLA SIMS, ASSISTANT SECRETARY,
Carla@hmscono.com, o760- 727-9808 x222

2.2.8 (52) FULLTIME –NUMBER OF EMPLOYEES IN SAN DIEGO

2.2.9 A, B, C-10 #765590, DIR#1000000923

2.2.9.1 City San Diego LICENSE #B1996919278 EXPIRES 9-13-2017

2.2.9.2 STATE LICENSE#765590- A, B, C-10, HAZ
EXPIRATION DATE- 7-31-2017

2.2.10 ISAAC C. BRANDON, SR. PROJECT MANAGER,
Isaac@hmsconco.com, c 602-290-0478, o760-727-9808 x232

2.3 EXCEPTIONS TO RFQ

2.3. NONE TAKEN

2.3 SEE APPENDICES - I, Exceptions to RFQ (Attachment C)

2.4 EXECUTIVE SUMMARY

2.4 HMS CONSTRUCTION

HMS Construction has worked extensively with large municipal and governmental bodies and is adept at meeting their exacting standards. Our project experience includes the installation of more than 80% of the City of San Diego and Center City Development San Diego street lighting projects in the downtown area, as well as work for the California Department of Transportation (Caltrans), City of Imperial Beach, City of Escondido, Department of the Navy, and SANDAG, and El Cajon.

HMS Construction has provided street light fixture and systems upgrades to the County of San Diego as well.

2.4.REALTERM ENERGY

Almost without exception, RealTerm Energy's contracts are with cities and utilities, large and small. In particular, they have formed successful working relationships for streetlight conversions with three associations of municipalities: The Connecticut Conference of Municipalities, the Metropolitan Area Planning Council of Massachusetts and the Local Authority Services (LAS) of the Association of Municipalities of Ontario.

We are pleased to note in particular that the World Bank recognized RealTerm Energy's work with the Local Authority Services at its recent meeting of May 10th, 2016 in Washington, DC.

The World Bank administers the Energy Sector Management Assistance Program (ESMAP) - a global knowledge and technical assistance program. Analytical and advisory services are provided to low- and middle income countries through this program, to increase their know-how and institutional capacity to achieve environmentally sustainable energy solutions. Such solutions assist these countries in working toward poverty reduction and economic growth.

LAS, a nonprofit company wholly owned by the Association of Municipalities of Ontario (AMO), implemented a model whereby it selected RealTerm Energy for the turn-key conversion of municipal street lights in Ontario. This removed the burden requiring each municipality to procure its own integrator and LED luminaires. This significantly cut transaction costs.

In commenting on this program, the World Bank noted that RealTerm's experience, competence and substantial capacity to execute were essential. RTE has maintained an enviable reputation for quality and customer service despite a massive scale-up in size over two years. ESMAP's summary documentation and the RTE/LAS case study (currently in draft form) are available at

2.5 EXPERIENCE AND TECHNICAL COMPETENCE

HMS Construction, Inc. is a Corporation based in Vista, California (LIC #765590) with offices in Portland, Oregon (LIC #156203) and Honolulu, Hawaii (LIC #23680). Licensed to also work in the states of Arizona (LIC #166319) and Washington (LIC #983NE), we are bonded in each of our locations. Our satellite offices have their own supervisory teams, project management teams, job site employees and equipment (if additional equipment is required, it is provided). These offices are supported and backed up by our main office staff in California.

HMS Construction, Inc. (HMS) will be responsible for all contract oversight including product procurement, installation, traffic control, technical assistance, warranty services and safety support for this project. An appointed Project Manager will be responsible for all logistics and field installations including safety and traffic control, and the management of all field staff. HMS will provide local know-how and enable the City of San Diego to invest funds for this project into the local economy.

We are proud of the stellar reputation we have built and maintained in this industry. HMS is a specialized electrical and general engineering contractor with more than seventeen years of experience with municipal traffic control and street light projects. We are licensed as a Class A, B, C10 and HAZMAT electrical contractor. HMS makes a point of complying with all warranty issues in a timely fashion and this has included the procurement of any necessary equipment, office support, labor and machinery to facilitate the required warranty repairs.

HMS Construction will work solely with subcontractors who meet our stringent standards with regard to required expertise, proven experience and successful LED streetlight conversions and installations. Our subcontractors have exemplified superior skill sets making them qualified to both achieve and respect the objectives of this project.

2.5 REALTERM ENERGY—SUBCONTRACTOR

HMS Construction is proud to team with RealTerm Energy (www.realtermenergy.com) on this project for the City of San Diego. RealTerm Energy will be responsible for these portions of work should it become necessary:

- GIS Work
- Photometric Design
- Custom App for managing fixture data
- Community Outreach

We chose RealTerm Energy because it is an international Leader in providing energy-efficient turnkey LED street lighting conversions for cities. Close to 150 municipalities have selected RealTerm Energy for such projects over the past three years.

Its group of 40 full-time employees is dedicated exclusively to designing and executing high-quality and cost-effective LED street light conversions for cities. They have a complete GIS department, three full-time lighting designers plus distinct teams focusing on project management, engineering and client services. Cities they've worked with quickly recognize that RealTerm Energy lives and breathes its business. Their team's innovative technical and operational processes ensure they accomplish what they set out to do – in short, what they promise at the onset of a project. This approach results in a city finding that RealTerm is tenacious when it comes to making things right. Should any issues arise during or post a project, we'll

all work together until they're resolved. The total value of RealTerm Energy's projects in 2015 was in excess of \$60M.

RealTerm Energy is the division of RealTerm Global, which is dedicated to delivering energy-related infrastructure to cities and public authorities based on innovative, cost-effective technologies and financing solutions. An international infrastructure provider with installations in North America, Europe and Asia, they were founded in 1991 and currently manage over \$3 billion of assets.

RealTerm's solid expertise with similar conversions enables HMS Construction to provide the scope of services you are seeking. Our combined teams are equipped with the requisite resources, and on the ground experience, to complete this project on time and on budget for the City of San Diego.

2.5. LAUREL ENVIRONMENTAL GROUP—SUBCONTRACTOR

Established in 2011, the Laurel Environmental Group LLC (www.laurel-environmental.com) is a recycling company specializing solely in the recycling of HID street light fixtures. They will serve as a subcontractor to HMS Construction on this project.

The Laurel Environmental Group is a 100% woman owned, WBENC certified small business. In 2015, Laurel Environmental Group was awarded one of five worldwide woman owned small business grants from Eileen Fisher, Inc. Laurel Group is based in California with a satellite office in Memphis, TN. The Laurel Environmental Group will be responsible for handling the complete recycling process of the light fixture heads including all lamps and capacitors. The street light fixtures will be disassembled in their entirety in Phoenix and will be shipped to local recycling facilities. These items will be properly handled and disposed of according to local and state regulations. All lamps will be traceable from cradle to grave and transported directly from the job site to a hazardous waste facility for appropriate recycling. Scrap metal will be sold within the San Diego area to support local businesses and will be transported by roll off containers at no additional cost. Laurel Group will provide recycling certificates for all materials received and will maintain organized disposal records for HMS and the City to reference as needed.

2.5.1 HMS CONSTRUCTION- SEE APPENDICES- C.

2.5.2.1 HMS CONSTRUCTION - Has 52 full time employees devoted to the San Diego County area, this coupled with the Local Union 569 provide a large pool of local electricians.

2.5.2.2 HMS CONSTRUCTION – Has met milestones on many projects over the past 20 years with Caltrans, County of San Diego, SANDAG (both BRT & LIVE SYSTEM Trolley work) as well as projects for the City of San Diego.

2.5.2.3 HMS CONSTRUCTION- To date has provided RFP's / true ESCO models for the City of Huntington Beach, City of Phoenix and the City of Honolulu with the help of REALTERM. Together we have provided information and calculations on GE product or the preferred components of the Agency.

2.5.2.4 HMS CONSTRUCTION-Has always provided and met the warranty requirements for every project won for the past 20 years and will continue to do so.

2.5.2.5 HMS CONSTRUCTION-Understands this project has limited preapproved fixtures to be installed i.e. the "Preapproved list" recently provided by the City of San Diego and as such will be adhered to, in order to provide the desired complete comprehensive system outcome.

2.5.2.6 HMS CONSTRUCTION-The described work appears to be a 1 to 1 transfer for lighting product, the required change of wattage appears unlikely. But if the process of an audit, to provide small target visibility etc. should be required REALTERM has the expertise to provide a solution to any scenario with a comprehensive and beneficial answer.

2.5.2.7 HMS CONSTRUCTION-Has the provided countless City and County projects with TCP's and Pedestrian control plans alike. HMS has been involved with the Traffic Signal Industry for over 20 years and understands the permitting process and fees associated with San Diego streets and specific areas, alike.

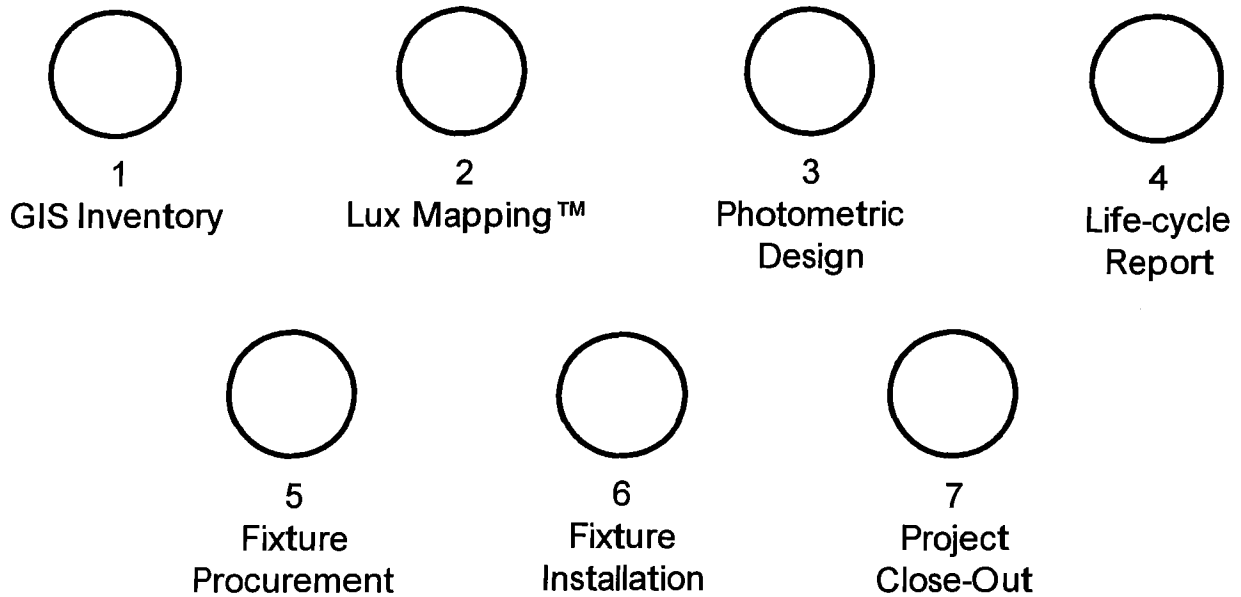
2.5.2.8 HMS CONSTRUCTION-Is a local company and as such has equipment, employees and project managers readily available to dispatch the task assigned. HMS has developed a great working relationship with suppliers in the area like CES Chula Vista, Wessco, Walters, etc. to procure the desired materials needed as quickly as possible. HMS also has and continues to work with an array of subcontractors in the San Diego area as we continue to perform work and provide bids on City CIP project daily.

2.5.2.9 HMS CONSTRUCTION-Employees and Project Managers have been trained in the use of the GIS devices while performing the Street light upgrade for the City of Vista. The collection of data and download of information desired by the City for collection will be obtained and managed through our subcontractor REALTERM.

2.6 PROPOSED METHOD OF APPROACH

2.6 HMS CONSTRUCTION &

RealTerm Energy recommends its proven seven-step, turn-key solution. We have found this fundamental to achieving the most efficient LED conversion with the highest degree of energy savings and the greatest assurance of safe light levels.



GIS

RealTerm Energy is renowned for their proprietary GIS-based surveying process.

The GIS inventory is a critical component of our approach. At the onset of the project, they will determine a method which is acceptable to both of your utilities for GIS data collection, inventory reconciliation and eventual billing changes. Once the process is accepted, their Project Team collects all the geospatial data required to develop a comprehensive photometric design of your street lighting network.

The City of San Diego will benefit from:

- Their full-time field surveying specialists.
- Their proprietary GIS-based surveying process.
- This process, involving the use of a customized, mobile street lighting survey application (app), integrates directly with the standard Esri ArcMap and ArcGIS Online Mapping software.
- The city will be able to track in real-time the GIS data collection.

Compatible with virtually any smart phone, our scalable approach allows:

- Their technical experts and local surveyors to accelerate data collection, shorten project timelines and increase life-cycle savings.
- Easy customization of the data collection to include virtually any kind of information desired by the municipality.
- City staff and stakeholders to be provided with online login access to the mapping system throughout the audit and installation phases. This ensures full transparency of the project from start to finish.

The Installation-Tracking App identifies each light by its location, and records and verifies the following characteristics (others may be added as desired):

- Pole location and unique ID (tag/number)
- Offset of pole
- Pole type (steel, aluminum, wood)
- Pole condition
- Arm length
- Fixture type, wattage and mounting height
- Wire location
- Road width and classification
- Number of traffic lanes
- Decorative data (pole color, photocell)

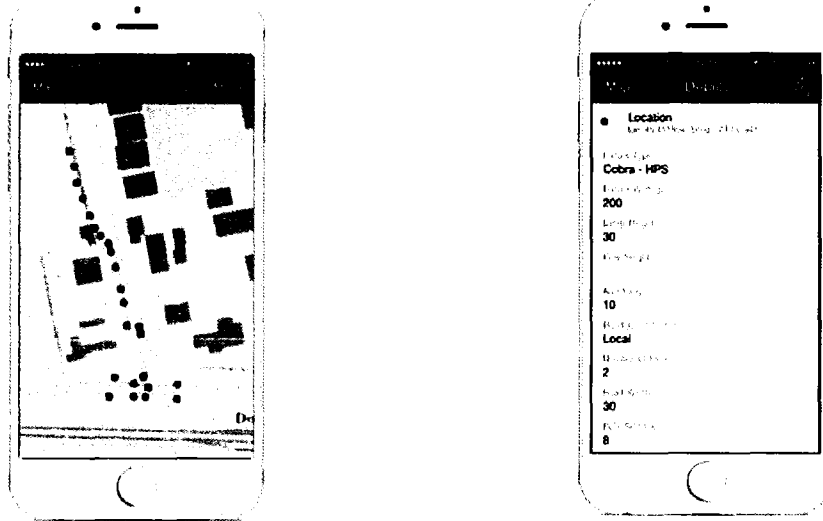


Figure 1: Sample of the data characteristics that can be collected using RealTerm Energy's customized mobile street lighting survey app.

One of the biggest benefits with their mobile street lighting app is that no specialized equipment or expensive software licenses are required for authorized users to access our survey data online.

Your staff will find that asset management is now easy. They will be able to identify each individual light in the system and view its history and characteristics.

1. As each fixture is tagged with a RealTerm Energy Identification Number (RTE ID), the City is provided with a simple tool to communicate with their team, and the local Phoenix installation crews, regarding any specific fixture.
2. This enables the Project Team to review and respond to issues with your City immediately.
Costly secondary or tertiary surveys that can result in major project delays are avoided.
3. To further safeguard data quality, their surveying process cross references the data collected against existing City and utility geospatial data. This way, they obtain the highest level of accuracy possible.
4. Their surveying process is able to reveal any gaps and errors that might exist in city or utility inventory data. With any necessary corrections made to the inventory early in the process, they can optimize both energy savings and street lighting performance during the design and installation phases.
5. They are also able to avoid the significant costs that are incurred, and the delays that result, from having to correct fixture and/or quantity orders.
6. Unlike the bundled and inefficient software/hardware surveying equipment used by some competitors, their surveying process is highly scalable and is deployed by teams composed of their technical experts and local surveyors – whom they recruit, train and monitor.

We Think Local

We will recruit local surveyors who will assist in conducting the GIS inventory survey from the one or more local colleges. All recruits will be closely supervised by their experienced field audit staff to ensure the auditing process is properly executed. This is a process that has proven to be very effective in other cities.

We Think Proactively

Prior to the start of the GIS audit, RealTerm and HMS will meet with representatives of the City's utilities, to coordinate with them. It is important that the utilities accept the inventory process and recognize its validity, in order to facilitate the billing reconciliation process and the granting of rebates. By integrating their concerns and encouraging their participation from the beginning, our experience shows that changes can be made more efficiently later in the process.

An acceptable reporting rhythm and a schedule of payments will be worked out between the utility and the City at this time.

DELIVERABLES

- Accurate and comprehensive geospatial streetlight inventory
- Customized data measurements for virtually any kind of information desired by the City
- Identification and description of any issues requiring attention (tree trimming, equipment damage, etc.)
- Ability to review and respond to issues with the City immediately using RealTerm Energy's customized mobile street lighting survey app
- Data compatible with common GIS software (Esri ArcMap and ArcGIS Online)

REQUIRED- FROM CITY

- For input by the RealTerm specialists, the most current data from your existing layer of utility poles with all attributes and your inventory of streetlights with all attributes
- Review of the data collected to ensure that all necessary areas have been covered and that no portions of adjacent municipalities have been included in error
- Location information for City-owned parking lots.

2.6 LUX MAPPING™ (UPON REQUEST)

A complete LED streetlight conversion should take into consideration areas which are over- or under-lit. RealTerm Energy now offers the most effective way to identify these critical areas: their exclusive GPS Vehicle Lux Mapping™ Survey Technology.

Lux Mapping™ consists of a vehicle-mounted data-gathering technology that measures the light levels along a targeted roadway at night. The system pinpoints areas that are over- and/or under-lit.

Once all the Lux Mapping™ data is collected, it can be easily integrated into a GIS application and mapped into multiple software packages, including Google Earth images.

The data can be layered on top of the GIS inventory audit data that were collected. This will allow RealTerm Energy's lighting designers to determine if there are any correlations between night-time crime, roadway accidents and poor or non-existent lighting levels.

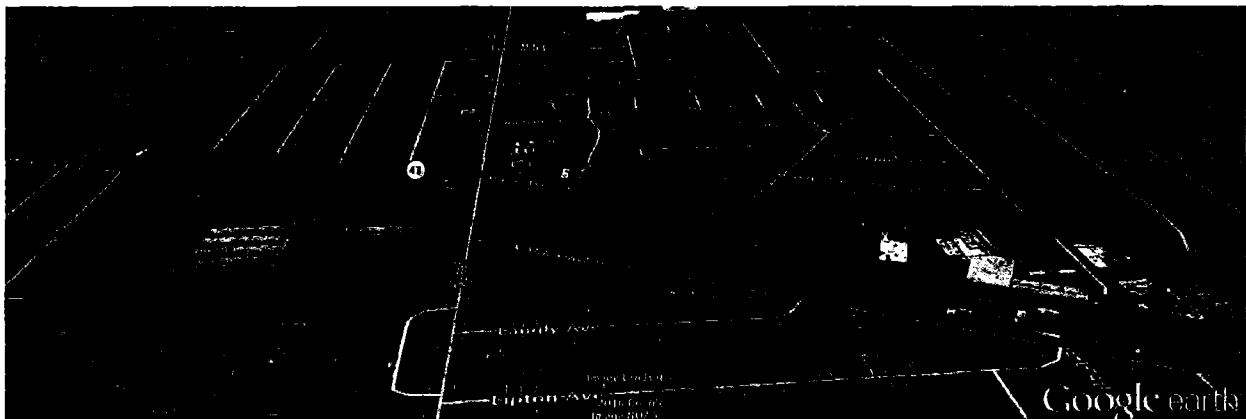


Figure 1: Lux mapping technology displaying the unsatisfactory light levels (red sections) and satisfactory light levels (green sections) for the selected roadway in Cleveland

**SYSTEM
FEATURES**

- GIS output for easy data integration
- Fast surveying (limited only by the roadway speed limits)
- No road closures
- Identification of:
 - Priorities in terms of over-lit and under-lit areas
 - Lighting improvements, before and after LED conversion
 - Lighting as a safety factor by comparing traffic accident data, crime data and lux levels

DELIVERABLES

- Light level values before and after the completed turn-key LED conversion project
- Identification of priorities in terms of over-lit and under-lit areas
- Assessment of lighting in areas of concern: intersections, road curves and crash spots
- Review of Lighting Designs
- Analysis of lighting as a safety factor by combining crash, crime and illumination data

2.6 PHOTOMETRIC DESIGN (UPON REQUEST)

RealTerm's in-house design team will address the City's particular energy and lighting concerns. Using GIS-based inventory survey data, photometric design plans will be created to optimize lighting quality, energy savings and safety levels:

- All designs follow the RP-8-2014 Roadway Lighting recommendation produced by the IES.
- They are done in accordance with LEED-ND (Neighborhood Development) and specifically, with GIB Credit 17-Light Pollution Reduction.
- Light trespass and Dark Sky considerations are incorporated to avoid light pollution.

The Energy's design team has the capability to create.

2.6 PHOTOMETRIC DESIGN

RealTerm's in-house design team will address the City's particular energy and lighting concerns. Using GIS-based inventory survey data, photometric design plans will be created to optimize lighting quality, energy savings and safety levels:

- All designs follow the RP-8-2014 Roadway Lighting recommendation produced by the IES.
- They are done in accordance with LEED-ND (Neighborhood Development) and specifically, with GIB Credit 17-Light Pollution Reduction.
- Light trespass and Dark Sky considerations are incorporated to avoid light pollution.

“Many municipalities seemed to be going with a one-for-one replacement. We liked the GIS mapping, and the design process brought additional value to the project”

Barry
Thompson, City
of Barrie, ON,
Mgr of Energy
Management

RealTerm Energy's design team has the capability to create customized, photometric-based designs for up to 1,500 cobra head fixtures per day.

How the Design Process Works

1. Patterns in the street lighting system are identified, as are priority areas sharing similar roadway classifications, streetlight spacing, mounting heights, pedestrian traffic, etc.
2. This information enables the team to photometrically model street characteristics and extrapolate those results to the areas that have similar geometric parameters and functional characteristics
3. Their design team will complete photometric layouts in accordance with industry accepted design and calculation methodologies for continuously lit roadways characteristic of your particular city and specify fixtures that will achieve the IES: RP-08-14 design criteria for streets where possible
4. Concerns specific to the City of San Diego will be addressed by the design team. Unique regional characteristics such as neighborhoods, schools, hospitals and areas with higher levels of street crime, accidents and/or vehicle-bicycle-pedestrian conflicts are taken into account.

Due to their broad-based knowledge of available product settings, RealTerm's design team:

- Is capable of utilizing the adjustable wattages and light distribution patterns available to fully optimize the design of your LED conversion, in order to maximize your energy savings.
- Typically uses 15-20 different fixture settings when creating the photometric design of each street. Most turn-key providers limit the product range to 5 or 6 settings thus not taking full advantage of the benefits of LEDs.

"We have had a very positive experience with the LED street lighting program. In addition to the financial windfall experienced, light pollution has been significantly reduced and maintenance calls are virtually non-existent." Will Moore, CAO/Clerk, Township of Chatsworth, ON

Savings Through Design

RealTerm's batting average is solid. Over the past 150 projects for municipal clients, they were able to conserve, as a norm, 65% of street lighting energy with their conversions.

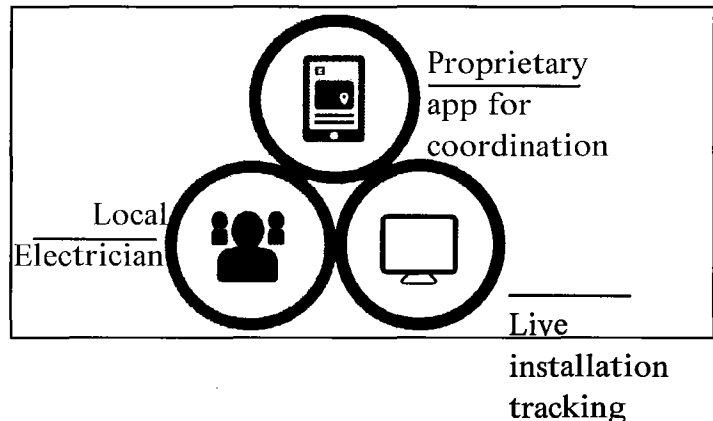
2.6 INSTALLATION

HMS Construction's installation supervisors and project management team will conduct a Kick-Off meeting with the City, the utilities and other stakeholders to discuss and confirm all installation procedures and deadlines. All installation work will be done in cooperation with the regulations of this RFQ or upcoming task order, the City of San Diego Whitebook and documents prevalent to the project .

HMS will be hiring certified and experienced electricians from the International Brotherhood of Electrical Workers (IBEW) Local 569 in San Diego. Our field installation supervisors establish the installation protocols and procedures required to deploy the City's new LED streetlights, ensuring a safe working environment and setting guidelines for handling exceptions and reporting problems.

Our team will provide training to the selected electricians to make sure all work is done to the highest standards and is fully documented. The use of RealTerm's proprietary mobile installation tracking app allows the electricians to record fixture installations in real-time. This will allow project team members, City stakeholders and utility representatives to track installation and monitor progress live. The data can be exported to Excel and easily imported into the City's Streetlight Conversion Sheet Use of the app expedites the entire installation and recycling process, facilitates billing changes and provides accurate records that will allow the City to maximize available grant and/or incentive opportunities. This is due to all data being tracked electronically and being easily transferable. Additionally, the app will facilitate communication with APS and SRP and the data will provide accurate records that are easy to review.

HMS will establish a communication protocol with the City of San Diego to ensure that all information relating to the project is easily understood and quickly made available. In addition to having access to the real-time installation app, HMS will consolidate the installation data daily and will present the City with weekly reports.



INSTALLATION QUOTAS

HMS will dedicate 10 of its own bucket trucks for this project. With 10 bucket trucks totaling 20 personnel (minimum of 1 certified electrician per truck) operating at a daily installation rate of 40 fixtures per team (truck), the HMS installation team can install all fixtures in a timely fashion, once the installation phase kicks off. This will allow the City to quickly benefit from the annual energy and cost savings along with the GHG emission reductions associated with the LED conversion. Additionally, a shorter installation phase will lessen the inconvenience to the City and general public at large.

Media and Community Relations

Communication with residents and local stakeholders is key to the roll out of a successful conversion project. Once the installation schedule is finalized, HMS and RealTerm will work alongside the City's staff to develop a community outreach and notification plan in order to ensure full project transparency to all stakeholders, including residents.

When the outreach plan is complete, HMS will host a one-day public information session or community walk-through where all stakeholders can obtain information about the LED upgrade project and ask questions of both HMS staff and City representatives. We have found on similar conversion projects that many problems or concerns are avoided when they are addressed before the installation phase begins.

2.7 LOCAL ENVIRONMENT

2.7 HMS CONSTRUCTION-Has provided skilled workers in the County & City San Diego as well as many outlying Cities for over 20 years. HMS is well versed in the traffic patterns & neighborhoods throughout the County. We are also familiar with the forms, contract requirements, and City inspection staff. HMS has over 165 years of local San Diego experience in office staff alone.

2.8 ORGANIZATION & KEY PERSONNEL RESUMES'

2.8 SEE APPENDICES- G, Resumes'

2.8 SEE APPENDICES- H, Organization chart

2.9 EQUAL EMPLOYMENT AND CONTRACTING OPPORTUNITY

2.9.1. WORK FORCE REPORT

2.9.1.1 SEE APPENDICES- A, Work Force Report

2.9.1.1 SEE APPENDICES- B, Equal Opportunity Plan (Affirmative Action Program available upon request).

2.9.2 EQUAL OPPORTUNITY ASSURANCES

2.9.2.1.1 HMS CONSTRUCTION- As CIP project are bid daily; we are well versed in the correct format and required protocols that meet both State and City requirements. Advertising, follow-up via phone calls and fax documentation are well prepared and provided should it be a requirement. HMS will also provide help to subcontractors in meeting bonding requirements and support documentation needed to meet City and State requirements.

2.9.2.1.2 HMS CONSTRUCTION-Field Employees are requested through the Local 569 Union.

2.9.2.1.3 HMS CONSTRUCTION-N/A

2.9.3 SUBCONTRACTOR DOCUMENTATION

2.9.3.1 SEE APPENDICES- C, Subcontractor form AA50

2.9.3.2 SEE APPENDICES- D, Subcontractor spread sheet.

2.9.4 NON-DISCRIMINATION CONTRACTING

2.9.4.1 HMS CONSTRUCTION-Agree to provisions as described in this section.

2.9.5 DISCRIMINATION COMPLAINTS

2.9.5.1 HMS CONSTRUCTION-Has had no Discrimination Complaints, see letter:

2.9.5.1 SEE APPENDICES- E, "Non-Discrimination Contracting". DB Cert Pending Action

2.9.6 FAILURE OF SUBMISSION

2.9.6.1 SEE APPENDICES- D, Subcontractor spread sheet.

2.10 FINANCIAL INFORMATION

2.10.1 HMS CONSTRUCTION-Has no Joint Venture partners for this project, see Bond letter:

2.10.1 SEE APPENDICES- F, Bond letter.

2.11 CHANGE ORDER AND LITIGATION HISTORY

Neither HMS nor any of its subcontractors is involved in any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on our ability to provide the required RFP needs. It has always been important to us that we maintain a stellar reputation in the industry; reputation is of utmost import to us, and as such we will provide what is required to maintain this reputation.

2.11.1 SEE APPENDICES- D, Change Order History spread sheet.

2.11.2 HMS CONSTRUCTION- Has no Litigation History.

2.11.2.1 HMS CONSTRUCTION- Has no Civil or Criminal violation for Occupational Safety and Health.

2.11.2.2 HMS CONSTRUCTION- Has no Contractor State License Law violation.

2.11.2.3 HMS CONSTRUCTION- Has no conviction of any member submitting false claim.

2.11.2.4 HMS CONSTRUCTION- Has no Criminal violations of federal or state law governing payment of wages, benefits, or personal income tax withholding etc.

2.11.2.5 HMS CONSTRUCTION- Has no Litigation History for Civil or criminal violation of federal or state law.

2.11.2.6 HMS CONSTRUCTION- Has no instances where a surety company finished the work.

2.11.2.6 SEE APPENDICES- F, Bond letter.

APPENDIX A
WORK FORCE REPORT 2.9.1.1



City of San Diego
 EQUAL OPPORTUNITY CONTRACTING PROGRAM
 1200 Third Avenue, Suite 200, San Diego, CA 92101
 (619) 236-6000 FAX: (619) 235-5209

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report*.

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: HMS Construction, Inc.

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 2885 Scott Street

City Vista County San Diego State CA Zip 92081

Telephone Number: (760) 727-9808 FAX Number: (760) 727-9806

Name of Company CEO: Michael C. High

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ FAX Number: () _____

Type of Business: Construction Type of License: A, B, C10, & HAZ

The Company has appointed: Sharon High

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 2885 Scott Street, Vista, CA 92081

Telephone Number: (760) 727-9808 FAX Number: (760) 727-9806

For Firms: San Diego Work Force and/or Managing Office Work Force

I, the undersigned representative of

HMS Construction, Inc.

(Firm Name)

San Diego

California

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this day of November 14, 2016

2016


 (Authorized Signature)

Carla Sims, Assistant Secretary
 (Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: HMS Construction, Inc.

DATE: November 14, 2016

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial			1	1							6	2		
Professional Specialty											1			
Engineers/Architects														
Technicians and Related Support														
Sales														
Administrative Support/Clerical				1								4		
Services											1			
Precision Production, Craft and Repair	2		16		3		1				7		2	
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*														

*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN	2		17	2	3		1				15	6	2	
--------------------	---	--	----	---	---	--	---	--	--	--	----	---	---	--

GRAND TOTAL ALL EMPLOYEES	48													
---------------------------	----	--	--	--	--	--	--	--	--	--	--	--	--	--

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED: **N/A**

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NON-PROFIT ORGANIZATIONS ONLY: **N/A**

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

WORK FORCE REPORT - Page 3

NAME OF FIRM: HMS Construction, Inc.

DATE: November 14, 2016

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
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- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Carpenter														
Drywall Installer														
Electrician														
Elevator Installers														
Finishers, Concrete or Terrazzo														
Glaziers														
Helpers, Construction Trade	2		17			3	1				7		2	
Ironworkers, Structural Metal Workers														
Laborers														
Millwrights														
Masons, Bricklayers														
Tilesetters														
Operators														
Painters														
Pipefitter, Plumbers														
Plasterers														
Roofers														
Security, Protective Services														
Sheet Metal, Duct Installers														
Welders, Cutters														
TOTALS EACH COLUMN	2		17			3	1				7		2	
GRAND TOTAL ALL EMPLOYEES			32											

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED: N/A

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

APPENDIX B
EQUAL OPPORTUNITY PLAN 2.9.1.1



**AFFIRMATIVE
ACTION
PROGRAM**

Contractor:
HMS Construction, Inc.
1047 La Mirada Ct.
Vista, CA 92081

Plan Year:
January 01, 2015 – December 31, 2015

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APPENDIX C
SUBCONTRACTOR FORM AA50

Section 2.51

List of 3 past and/or Current projects

Project Name: Mission Hills Street Lighting

Project Manager: Rod Galang

Phone #: 858-579-5068

Project Type/Description: Upgrade & Rehabilitate Street lighting systems

Client: City of San Diego

Total \$ amount of Project: 1,492,000.00

Subcontractors: Street Light Restoration Specialists, Koch-Armstrong, Sealright Paving

Project Name: El Cajon Blvd. Mid City BRT

Project Manager: Gary Bosse

Phone #: 619-884-6130

Project Type/Description: Upgrade Traffic Signals, Street Lighting, Fiber Optic, Transit Priority Systems

Client: SANDAG

Total \$ amount of Project: \$6,341,142.00

Subcontractors: Clear sign and design, DBX

Project Name: Downtown BRT

Project Manager: Nibras Romaya

Phone #: 858-495-4709

Project Type/Description: Upgrade Signals, Bus shelters, Street Lighting and Fiber Optic Systems

Client: SANDAG

Total \$ amount of Project: 1,800,000.00

Subcontractors: DBX

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: MID CITY BRT (SANDAG)
 TYPE OF PROJECT: ST LTS, TRAFFIC, FIBER COMMUNICATION UPGRADE DOLLAR VALUE OF PROJECT: \$6,341,142

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓐ]
Name: <u>CLEAR SIGN DESIGN</u> Address: <u>170 NAUADO ST</u> City: <u>SAN MARCOS</u> State: <u>CA.</u> Zip: <u>92078</u> Phone: <u>760 736 8111</u> Email: <u>SOJ@CLEARSIGNS.COM</u>	CONTRACTOR	# 745954	VMS SIGNS	\$1300	OBE	NA
Name: <u>DBX</u> Address: <u>42024 AVINDA ALVARADO</u> City: <u>TOMECULA</u> State: <u>CA.</u> Zip: <u>92590</u> Phone: <u>951 296 9909</u> Email: <u>DBX INCORPORATED.COM</u>	CONTRACTOR	# 240547	FIBER TERM	\$326,000	OBE	NA

ⓐ As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

ⓑ As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: Downtown BRT
 TYPE OF PROJECT: ST LTS, TRAFFIC SIGNALS, FIBER com. DOLLAR VALUE OF PROJECT: \$1,800,000

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [Ⓟ]	WHERE CERTIFIED [Ⓟ]
Name: <u>DBX</u> Address: <u>42024 AVINIDA ALVARADO</u> City: <u>TEMECULA</u> State: <u>CA</u> Zip: <u>92590</u> Phone: <u>9512969909</u> Email: <u>DBXINCORPORATED.COM</u>	<u>CONTRACTOR</u>	<u>#</u> <u>240547</u>	<u>FIBER</u> <u>TERM</u>	<u>\$</u> <u>479,000</u>	<u>OBE</u>	<u>NA</u>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

Ⓟ As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

Ⓟ As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: MISSION HILLS STREET LIGHTING
 TYPE OF PROJECT: STREET LIGHT CONVERSION DOLLAR VALUE OF PROJECT: \$1,492,000

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>KOCH ARMSTRONG</u> Address: <u>15315 OGDENWAY 80</u> City: <u>EI CAJON</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619 5612005</u> Email: <u>CHRIS@KOCHARMSTRONG.COM</u>	CONTRACTOR	# A4819	CONCRETE ROADWAY	\$100,000	OBE	NA
Name: <u>SEALRIGHT</u> Address: <u>9053 OLIVE DR.</u> City: <u>SPRING VALLEY</u> State: <u>CA</u> Zip: <u>91977</u> Phone: <u>619 4657411</u> Email: <u>ESTIMATING@SEALRIGHT.COM</u>	CONTRACTOR	# 364113	AC	\$49,000	DBE	CALTRANS

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: MISSION HILLS
 TYPE OF PROJECT: STREET LIGHT CONVERSION DOLLAR VALUE OF PROJECT: \$1,492,000

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>STREET LIGHT RESTO SPECIALIST</u> Address: <u>2118 WALDO ST</u> City: <u>SEMI VALLEY</u> State: <u>CA.</u> Zip: <u>93065</u> Phone: <u>805 3686580</u> Email: <u>STREET RESOLUTION@HOTMAIL.COM</u>	<u>CONTRACTOR</u>	<u>#</u> <u>811227</u>	<u>RESTORATION</u>	<u>\$ 77,000</u>	<u>OBE</u>	<u>NA</u>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

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DESIGN-BUILD SUBCONTRACTORS PROPOSED

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: INTELLIGENT CITIES OUTDOOR LIGHTING RETROFITS
 TYPE OF PROJECT: STREET LIGHTING (MACC) DOLLAR VALUE OF PROJECT: \$100,000,000.00

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^o	WHERE CERTIFIED ^o
① Name: <u>LAUREL ENVIRONMENTAL</u> Address: <u>4040 CALLE PLATINO</u> City: <u>OCEANSIDE</u> State: <u>CA</u> Zip: <u>92056</u> Phone: <u>760 305 7069</u> Email: <u>WWW.LAURELENVIRONMENTAL.COM</u>	<u>VENDOR</u>	<u>N/A</u>	<u>RECYCLE SAVING DISPOSAL</u>	<u>UNK</u>	<u>WBE WCSB</u>	<u>WBENC CA PUBLIC UTILITIES COMMISSION</u>
② Name: <u>STC TRAFFIC INC.</u> Address: <u>2794 LOKER AVE #102</u> City: <u>CARISBAD</u> State: <u>CA</u> Zip: <u>92010</u> Phone: <u>760 585 4508</u> Email: <u>WWW.STCTRFFIC.COM</u>	<u>DESIGNER</u>	<u>N/A</u>	<u>CONTROL DESIGN</u>	<u>UNK</u>	<u>SLBE</u>	<u>METRO STATE CA.</u>

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

MACC

Intelligent Cities Outdoor Lighting Retrofits

DESIGN-BUILD SUBCONTRACTORS PROPOSED

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: INTELLIGENT CITIES OUTDOOR LIGHTING RETROFITS
 TYPE OF PROJECT: STREET LIGHTING (MACC) DOLLAR VALUE OF PROJECT: \$100,000,000.00

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>REALTERM ENERGY</u> Address: <u>800 STUART GRAHAM</u> City: <u>DORVAL</u> State: <u>CANADA</u> Zip: <u>H4Y1S6</u> Phone: <u>514 422 1000</u> Email: <u>WWW.REALTERMENERGY.COM</u>	<u>Lighting Design</u>	<u>N/A</u>	<u>Design</u>	<u>UNK</u>	<u>NA</u>	<u>NA</u>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.



***SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY***

CERTIFICATION EXPIRATION DATE: **January 12, 2019**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Laurel Environmental Group, LLC
Women Business Enterprise (WBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998 in Los Angeles.

WBENC | Women's Business Enterprise
National Council

hereby grants

National Women's Business Enterprise Certification

to

Laurel Environmental Group, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Women's Business Enterprise Council - West, a WBENC Regional Partner Organization.

Certification Granted: 4/30/2015
Expiration Date: 04/30/2017

WBENC National Certification Number: 2005126645

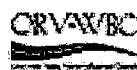
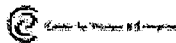
Pamela Williamson, Ph.D.

Authorized by Pamela S. Williamson, Ph.D., President/CEO
Women's Business Enterprise Council - West

Women's
Business Enterprise
Council **west**

NAICS Codes: 423930

UNSPSC Codes: 11190000



①

Women's Business Enterprise
National Council
WBENC

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**
Laurel Environmental Group, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAIGS: 423930

Certification Number: W100410

Expiration Date: 04/30/2017



Pamela Williamson, Ph.D.

Pam Williamson, Ph.D., Women's Business
Enterprise Council-South Executive Director

Pamela Prince-Eason

Pamela Prince-Eason, WBENC President & CEO

Candace Waterman

Candace Waterman, WBENC Chief of Staff,
Certification & Program Operations

①

California Certification Report

53625 - STC TRAFFIC, INC. - MB

Legal Business Name	STC TRAFFIC, INC.		
Doing Business As	STC TRAFFIC, INC.		
Address	2794 Loker Avenue West, #102	Phone	(760) 585-4508
	CARLSBAD, CA 92010	FAX	(619) 342-8043
Email	morna.stack@stacktraffic.com		
Web Page	http://www.stacktraffic.com		
Active Certifications	SB (micro) Aug 14, 2013 - Aug 31, 2017		
Business Types	Service;		
Classifications	[811015] Civil engineering		
	[811017] Electrical and electronic engineering		
	[811022] Transportation engineering		
Keywords	Traffic Engineering, Intelligent Transportation Systems, Rail Grade Crossings, Construction Management, Traffic Signal Design, Signing and Striping, Traffic Control, Communication Systems and Networks, Traffic Operations		



Metro

Small Business Query (Search By Company)

STACK TRAFFIC CONSULTING, INC.

2796 Loker Ave.

Carlsbad, Ca 92010

jason.stack@stacktraffic.com

(760) 602-4290

Profile: Engineering and consulting services related to planning, design, implementation, construction management, operation and maintenance of traffic and transportation systems

.....
NAICS Code and description

541330 - Engineering Services

③

City of San Diego



Small Local Business Enterprise Certification

STC Traffic, Inc.

Small Local Business Enterprise (SLBE)
Professional Services (NAICS: 541330, 541690)

Certification Number: 13ST0960

Effective Date: 6/21/2015

②

Expiration Date: 6/21/2017



Henry Foster III
Equal Opportunity Contracting
Program Manager

APPENDIX D
DBE (%) SUBCONTRACTOR
SPREAD SHEET- 2.9.3.2

Bid Date	Owner	E-Bid	Project Name	Engineers Estimate	Contract required DBE Goal (%)	% of DBE/SLBE/ELBE met or exceeded By HMS	Projects awarded to HMS
12/15/15	MCTC	✓	Midcoast Traffic Signals	\$3,000,000.00	11.30%	16%	
4/13/16	North Coast (JV)	✓	GMP 2- Segment 6 Rail- San Elijo Lagoon Double Track	\$7,725,701.00	9%	16.10%	
4/22/16	North Coast (JV)	✓	GMP 2- Segment 1 Highway- Lomas Santa Fe to Birmingham	\$3,980,000.00	12%	4.40%	
5/15/2016-5/17/2016	City of San Diego		Job Order Contract (JOC) T15 Street Lighting/ Traffic	\$4,500,000.00	SLBE/ELBE 10%	12%	✓
6/15/16	North Coast (JV)	✓	GMP 1- Early Work Package (Electrical)	\$1,320,000.00	9%	13.90%	✓
6/21/16	City of San Diego	✓	Traffic Signal Upgrade and Street Light Installations	\$614,900.00	SLBE/ELBE 8.6%	17.20%	✓
8/16/16	Caltrans	✓	11-237964 - Install CCTV Cameras, CMS, LDS, VDS, F/O Cable, TMS, RHMA, and Signs	\$5,847,332.00	11%	11.50%	
9/9/16	SANDAG		Catenary and Broadway WYE Improvements Project	\$3,908,567.00	11.60%	4%	✓
9/22/16	County of San Diego		Winter Gardens Blvd. at Winter Gardens Drive Traffic Signal Installation and Interconnect	\$974,500.00	10%	10.90%	
9/27/16	City of San Marcos		East Mission Road Fiber Optice Project	\$495,860.00	13.66%	14%	✓
9/28/16	City of San Marcos		Installation of Vehicle Speed Feedback Signs Project	\$188,888.00	15.20%	12.40%	✓
10/25/16	City of El Cajon		Upgrade Traffic Signals- Fletcher Parkway/Broadway	\$929,000.00	7.20%	0.00%	
10/6/16	Caltrans		11A2485- On-Call Light and Traffic Pole Repair or Replacement	\$446,270.00	DVBE 3%	5%	✓

APPENDIX E
SIGNED WRITTEN STATEMENT
DESIGN BUILDER CER PENDING ACTION
- 2.9.5.1

DESIGN-BUILDERS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: HMS CONSTRUCTION INC.

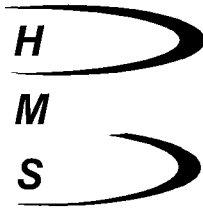
Certified By Carla Sims

Title Assistant Secretary

Carla Sims
Signature

Date 11-3-16

USE ADDITIONAL FORMS AS NECESSARY



CONSTRUCTION, Inc.
ELECTRICAL AND GENERAL ENGINEERING CONTRACTORS
A Veteran Owned Business Enterprise

November 3, 2016

2.9.5 Disclosure of Discrimination Complaints

I certify that there are no complaints filed or pending against HMS Construction, Inc. in accordance with the Section 2.9.4, "Non-Discrimination Contracting".

Carla Sims
Assistant Secretary
HMS Construction, Inc.

APPENDIX F
BOND LETTER- 2.10.1



Liberty Mutual Surety

790 The City Drive, Suite 300
Orange, CA 92868
714-642-0454- Phone
899-547-9060-Fax

October 25, 2016



City of San Diego
Contractor Pre-Qualification Program
1010 Second Avenue, 14th Floor MS 614C
San Diego, CA 92101

**RE: HMS Construction, Inc. - Bonding Capacity Letter
Multiple Award Design-Build Contracts (MACC) for Intelligent Cities Outdoor
Lighting Retrofits**

Contract Specialist:

Please be advised that we handle the bonding needs for HMS Construction, Inc., and have done so for fifteen years. Liberty Mutual Insurance Company provides surety support to HMS Construction, Inc. In the past we have bonded single size projects of \$150,000,000 and an aggregate program of \$200,000,000.

Liberty Mutual Insurance Company is listed in the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with an underwriting authority limitation of \$1,276,747,000 and carries an A.M. Best rating of "A (Excellent) XV".

If bonds of faithful performance and labor and material payment would be required, we would review them subject to normal underwriting requirements being met, as well as review all pertinent documents and verification of financing. Any arrangement for final bonds is matter between the contractor and the surety and we assume no liability to third parties or to you if for any reason we do not execute said bonds.

If I can be of further assistance, please do not hesitate to call me direct at (619) 990-1311.

Sincerely,
Liberty Mutual Insurance Company


Bart Stewart, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6725675

American Fire and Casualty Company
The Ohio Casualty Insurance Company

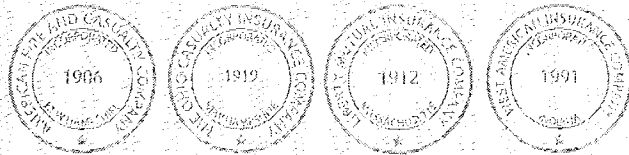
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Stewart; Brittany Aceves; Molly Cashman

all of the city of Encinitas, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of September, 2014.



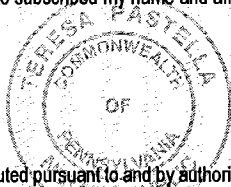
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of September, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

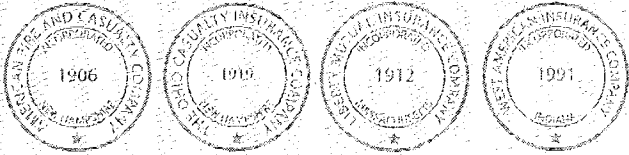
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of October, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

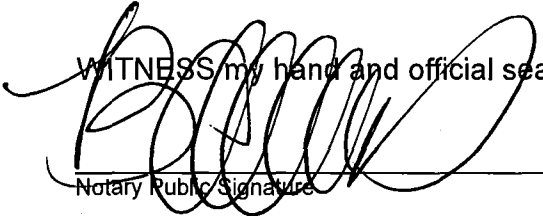
County of San Diego }

On 10/25/2016 before me, Brittany Aceves, Notary Public
(Here insert name and title of the officer)

personally appeared Bart Stewart
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~~~(s)~~ are subscribed to the within instrument and acknowledged to me that ~~he~~she/they executed the same in ~~his~~her/their authorized capacity~~(ies)~~, and that by ~~his~~her/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his' or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

APPENDIX G
RESUMES' - 2.8

CARLA SIMS

PROJECT ROLE: Corporate Controller/Corporate Assistant Secretary



Carla Sims has been in the accounting field for over 15 years. As the corporate controller for HMS Construction, Inc., she oversees and manages finance, administration, and human resources. Her role includes:

- Direct Finance, Administration, and Human Resources over multiple locations within the United States
- Manage general ledger, accounts receivable, accounts payable, payroll, cash flow, benefits, and 401(k) plan
- Analyze and present monthly financial statements to CEO, outside CPA firm, bonding agency, and banks
- Review monthly job cost reports and meet with Operations Manager and/or Project Managers as necessary to ensure job profitability
- Prepare and submit weekly cash flow, job cost, and accounts receivable reports to CEO
- Administer annual insurance and benefits renewals
- Designated Employer Representative (DER) for the company's Federal Railroad Administration Drug and Alcohol Control Plan
- Authorized signatory for all pertinent company documents with the ability to legally bind the corporation
- Prepare and submit prequalification packages to customers to ensure the ability to bid future projects
- Review and maintain all company bank accounts daily
- Handle audits for payroll, workers compensation, general liability, and auto insurance

EXPERIENCE

Over 15 years in construction accounting

EDUCATION

B.A. Degree- California State University, San Marcos

A.A. Degree- Palomar College, San Marcos, CA

ROBERT JONES

PROJECT ROLE: Senior Estimator



Robert Jones is the Senior Estimator for HMS Construction Inc. Robert is both diligent in his practice and committed to the profession. He is responsible for complete preparation and review of electrical estimates for private, military and public works projects in the San Diego Region. He is responsible for bidding processes, plan & specification review, and design. He assists the project management team with purchasing, dispute resolution, RFI's and change orders. He strives to develop and maintain client relationships. He monitors project performance to ensure compliance with the owner's expectations and the company's quality standards.

Robert brings over 13 years of experience in the electrical construction trade. He has been the estimator, project manager and operations manager for traffic signal, street lighting, & fiber optic's communication projects. Robert has been involved with many multifaceted & high profile projects here in Southern California. With his extensive experience, reliability and capabilities, he is no doubt an asset to this project team.

Robert is currently the lead estimator for the City of San Diego's Traffic Signal and Street lighting JOC program, and has been involved in that program for the last 5 years. He understands the City of San Diego's lighting standards and works side by side with the city's traffic engineering department to implement and install energy efficient lighting projects for the betterment and safety of its residents.

Relationship Building

Robert has excellent leadership, communication and relationship building. Robert works effectively with project managers reviewing job progress and will assist design teams with project issues in an effort to find resolution.

PROJECT RESPONSIBILITIES:

- Senior Estimator
- Perform material, labor, equipment, and quantity take off on task orders as they are released.
- Put together a competitive bid based on the City of San Diego's lighting standards.

EXPERIENCE

Over 13 years of experience in Electrical, Lighting, Traffic Signal Construction & Estimating

PROFESSIONAL

CREDENTIALS

CPR, Basic First Aid
Construction Project Management Certificate
SAP
RS Means

EDUCATION

Kaplan University
Whittier College
El Camino College

Isaac Brandon

Project Role: Senior Project Manager



Isaac Brandon has been a Project Manager with HMS Construction Inc. since 2004. He has worked with multiple Government, Military and Public Works Agencies in California, Arizona and Oregon on a multitude of different types of projects.

Currently performing the responsibility of Senior Project Manager for HMS Construction, Inc.

Some past projects include:

- Portland Milwkie Light Rail Project, HMS was responsible for OCS and Signal installation.
Contract Value \$17.7 million. Siemens/TRI-MET
- Blue Line Crossovers and Signal Project, a joint venture with West Coast General, Inc. HMS was responsible for OCS, and Signal installation.
Contract Value \$37.3 million. SANDAG
- Blue Line Catenary Contact Wire Replacement Project, HMS is the prime for the replacement of 32 miles of contact wire, and system improvements on an active line.
Contract Value \$10.5 million. SANDAG
- Fort Irwin Fiber and Electrical Projects. Responsible for all aspects of the daily operations, subcontractors, and the installation of hundreds of miles of fiber and electrical infrastructure.
Contract Value \$23 million. SAIC/PEO STRI
- Installation of 3 miles of 192ct Aerial Fiber in challenging mountainous conditions, with the only access being helicopter support, at Fort Irwin, CA.
Contract Value \$1.3 million. SAIC/PEO STRI
- Removal of existing generators and installation of three 750kw generators for the critical care unit at the William Beaumont Army Medical Center at Fort Bliss.
Contract value \$2.6 million. Global

Experience

Over 30 years of experience in construction, with specific involvement in Government, Military and Public Works Agencies.

Certifications

CPR, Basic First Aid

Construction SWPPP

Competent Person

CDL

MTS

NCTD

Jeff Sumner

Project Role: Project Manager



Jeff Sumner has been a Project Manager with HMS Construction Inc. since 2002. He has worked with multiple Public Works Agencies in San Diego and Arizona on Roadway and Traffic Signal/Lighting Projects.

Currently performing the responsibility of Project Manager for HMS Construction Inc which include the duties of:

Coordination with the estimating department and customer to provide costs for any additional/deleted work that might present itself during construction.

Coordination with the Superintendent/Customer in the development, maintenance and production of a Time, Labor and or Cost Driven Schedule

Coordination with Office staff in the development and processing of Invoicing, maintaining detailed records of quantities installed/provided.

Coordinating with Subcontractors on the timely submission of needed documents (Subcontract, Insurance, submittal approvals, scheduling, and invoicing) to insure meeting any contractual milestones.

Coordination with upper Management regarding any needed equipment, materials, labor for multiple projects in various stages of production with relation to job costing and schedule prioritizing.

Coordinating with the customer on Contracts, Insurance, Change Orders, Schedules, Invoicing, RFI, Submittals, Close out documentation, and Warranties.

- Projects with Cities of San Diego, El Cajon, La Mesa, Lemon Grove, Chula Vista, Escondido, Vista, San Marcos, Carlsbad, Solana Beach, Murrieta, San Clemente, County of San Diego, CCDC, Sandag, Caltrans and in **Arizona: ADOT, City of Chandler and Yuma.** When not a prime contractor for the above agencies, some private and subwork was performed. The scope of work for these projects range from Fiber optics, street lights, traffic signals, and roadwork. All projects have had a varying degree of foundations, conduit (up to 5"), wire pulled and placement of Asphalt/concrete/landscape placed around new or removed improvements.

Experience

Over 25 years of experience in construction, with specific involvement in Traffic Signals/Safety Lighting since 1991

Certifications

CPR, Basic First Aid

Construction SWPPP

Competent Person

Hazardous Communication

Sure Trak

P6 Scheduling

Prolog

MTS

NCTD

VICTORIA CASTELLONES



PROJECT ROLE: Project Manager
HMS Construction, Inc.

Over 30 years of experience in the construction industry with emphasis in Traffic Signal and Street Lighting. Business Involvement consist of field and administrative operations, construction and project management.

Field: Work as a laborer on construction sites installing conduit infrastructure, foundations and equipment installation for numerous Utah DOT and Utah Transit Authority public work contracts including the first phase of the new light rail corridor project introduced to SL County in 1996.

Administrative Operations: Managed the billing, accounts payable, certified payroll and affirmative action activities in a family owned electrical contracting business. Promoted to business manager, and tripled construction contracts through negotiated and competitive bids in one year.

Construction Management: coordinated the activities of multifamily low income housing construction in the San Francisco Bay Area. Reviewed constructability and code compliance. Managed general contractor activity, review and tracking of deliverables, review of progress, stored material and work in place for payment applications. Construction change management, claims mitigation and construction contract closeout and assistance with facility turnover.

Project Management: Manage all business aspects of multiple concurrent projects in San Diego County and ensure financial targets are met while maintaining established quality standards; acting as liaison with the customer and project team to properly identify and process scope changes, address issues, communicate regarding project milestones, etc. Manage all project related correspondence, all activities associated with materials, budgeting and production of assigned project(s). Planning and scheduling with project foreman and superintendent.

Successful in mastering new skills through hands-on experience. Highly effective in promoting a positive productive environment. Reputation for excellence and high quality service to clients. Good eye for detail; well organized, skilled in setting priorities. Great interpersonal and communication skills. Strong commitment, vision and leadership.

EXPERIENCE

Over 30 years in construction

UTAH

CALIFORNIA

EDUCATION

University of Utah

Bachelors of Science

Urban Planning

PROJECT RESPONSIBILITIES:

- Project Manager

JAVIER RANGEL

PROJECT ROLE: General Superintendent



Javier Rangel is the General Superintendent for HMS Construction. Javier Rangel is both diligent in his practice and committed to the profession. He manages daily field operations and has been involved in all levels of electrical and communication construction for both private and public owners with an emphasis on developing and maintaining client relationships. He monitors project performance to ensure compliance with the owner's expectations and the company's quality standards.

Javier brings over 20 years of experience in the electrical construction trade. He has performed in all levels of high, medium and low voltage electrical construction including the installation of traffic signals, street lighting, fiber optic's communication, traction power distribution and overhead contact system for light rail transportation systems.

Javier has been involved with multifaceted, hi profile projects. With his extensive experience, reliability and capabilities, he continuously supports motivating teams to do better and to drive continuous improvements across a range of work activities.

Relationship Building

Excellent leadership, communication and relationship building. Javier works effectively with project engineers reviewing job progress and will assist design teams with project issues in an effort to find resolution.

Javier is fluent in English and Spanish

EXPERIENCE

Over 20 years in electrical construction

PROFESSIONAL CREDENTIALS

OSHA 10 and 30

Journeyman Electrician

Journeyman Lineman

EDUCATION

PROJECT RESPONSIBILITIES:

- General Superintendent

REALTERM KEY PERSONNEL



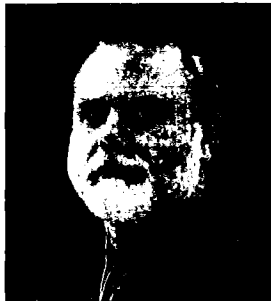
DAN KIRKBY – GIS ENGINEERING MANAGER, M. ENG.

Dan manages our Geospatial Information Systems (GIS) and the development of RealTerm's GIS-enabled Smart City management tools for local municipalities. He also created our custom application that monitors Smart City connectivity. While serving in the Army, Dan exhibited a high attention to detail, using GIS technology to detect landmines in Afghanistan. His engineering expertise makes him an invaluable member of our team.



EVERTON CROSARA – LIGHTING DESIGN MANAGER

Everton's photometric design expertise is employed wherever RealTerm's municipal clients adopt LED technology. As one of our professional lighting designers, Everton draws on his 15 years of project planning experience both in North America and Internationally. He has overseen the construction and maintenance of vast systems of some 211,000 streetlights, accent lighting, power-line distribution, transmission and energy efficiency.



PAULO VORPERIAN, P.E. – LIGHTING DESIGN ENGINEER

With more than ten years of experience as an electrical engineer specializing in roadway lighting design, Paulo focuses on maximizing energy efficiency for the long term, while maintaining a safe and comfortable lighting system for drivers and pedestrians. Paulo also applies his electrical engineering expertise to evaluating fixtures to be recommended to municipalities. A member of the Québec Order of Engineers, Paulo has previously worked for some of the largest consulting engineering firms in Québec.



CSABA DEMZSE – SENIOR ENERGY EFFICIENCY ENGINEER

Csaba is one of a handful of energy efficiency experts in the world at his level. He is tenacious in drawing the greatest efficiencies from every project as he calculates operation, maintenance, costs savings and energy savings. He brings to our team more than 20 years of experience in energy analysis and project management, both in North America and across Europe in the energy services industry.

HMS CONSTRUCTION INC.

2885 SCOTT STREET, VISTA, CA 92081 | TEL: 760-727-9808 | www.hmsconco.com

LAUREL HARROP

1833 California Street • Oceanside, CA 92054 • Phone: 920.207.1254 • Fax: 760.305.7069 • E-Mail: laurel@laurel-environmental.com

Experience

Laurel Environmental Group, LLC

2011-Current

- Founder and CEO
- Warehouse operations
- Logistics and strategic planning
- Sales
- Recycling processes and vendor relationships
- Nationwide business expansion



Education

University of San Francisco

2006-2010

Bachelor of Science Business Administration

Certifications and Awards

Recipient of the Eileen Fisher 2015 Woman Owned Business Grant



Goldman Sachs 10,000 Small Business Alumni



100% Woman Owned Small Business (WOSB)



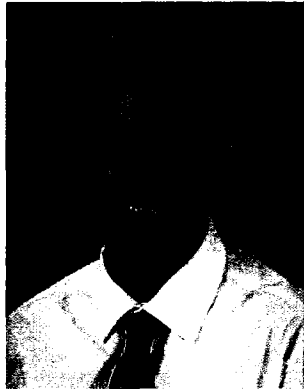
California Department of General Services Small Business



STC TRAFFIC-

ADAM LEMBERG

PROJECT ROLE: *Light & Electrical Systems Task Manager*



Mr. Lemberg has over 18 years of experience installing, troubleshooting and maintaining traffic signals, lighting systems and their communications networks. Mr. Lemberg has developed a well-respected reputation working around the county supporting the hardware and software used by local and regional agencies in support of their transportation systems and lighting systems.

Mr. Lemberg has worked nationally helping municipalities and Contractors with various construction management tasks and has a reputation for solving the most complex implementations on-the-fly with a hand's on approach to work.

EXPERIENCE

18 Years

CLIENT REFERENCE

City of Carlsbad

Doug Bilsle, City Traffic
Engineer P: (760) 602-7504

E:

doug.bilsle@carlsbadca.gov

City of Oceanside

David DiPierro, City Traffic
Engineer

P: (760) 435-5114

E:

DDiPierro@oceanside.ca.gov

DOWNTOWN CARLSBAD DECORATIVE STREET LIGHTING: Mr. Lemberg engineered and designed the Village lighting concept. His effort has included meetings with community advocates, City staff, and business leaders to develop a signature look for the Village. Mr. Lemberg presented and demonstrated various lighting technologies and solutions and a preferred concept was selected for implementation. Mr. Lemberg created a special network of smart lighting for the Downtown Carlsbad Village area that is capable of light shows that can be managed remotely via communications through the City's traffic signal network.

- Senior Electrical Designer

OCEANSIDE ADAPTIVE CONTROL LIGHTING CONOPS: Mr. Lemberg is developing a concept of operations (CONOPS) for the network communications for the GE LightGrid system which features 22 lightgrid gateway locations and communications to the City's traffic operations center. The CONOPS document conveys the physical and functional characteristics of the network and the systems that need to communicate over the traffic communication network. The CONOPS addresses system connectivity, security, reliability, external connectivity, central systems, and recommendations for the network configuration including sub-networks and other functional approaches. Alternative connectivity options have been evaluated with cost effectiveness and benefits and a preferred alternative developed. Adam assisted with the design of lighting systems and network topology in addition Adam assisted with network configuration, integration, and fine tuning.

- Senior Electrical Designer

STC TRAFFIC-

NICK MINICILLI, PE, TE

PROJECT ROLE: *Electrical Engineering and Design / Senior Engineer*



Mr. Minicilli will serve as Senior Engineer and has over 11 years of experience in the development of plans, specifications, and estimates (PS&E) on numerous traffic engineering projects for various municipal clients and private developers. Mr. Minicilli has developed a strong reputation for project designs and project management for various traffic related projects including: traffic signal timing and coordination; traffic impact studies and analyses; PS&E packages for traffic signal design; communications plans;

signing/stripping plans; street lighting plans; traffic control plans; stage construction and capital improvement designs involving ADA curb ramps, sidewalks, trails, roadway widening, curbs gutters, drainage facilities, and guardrails.

NATIONAL CITY PARK IMPROVEMENTS: Mr. Minicilli was the project manager for the planning and designing of the pedestrian and Ball Park lighting at 3 parks in National City which included: Kimball Park, El Toyon Park and Las Palmas. Managing all sub engineering firms and contractors, constructability review, lighting design, design of all fiber optic, Ethernet communication networks and lighting conduit. Leading the development of plans, specs and estimates for all security surveillance cameras, communications equipment, conduit, and construction costs. Also led the procurement and systems implementation integration effort.

- Project Manager

DOWNTOWN CARLSBAD DECORATIVE STREET LIGHTING: Mr. Minicilli aided in the engineering and design of the Village lighting concept. He prepared the design and plan submittal package for the Decorative Street Lighting project located along Grand Avenue and State Street in the City of Carlsbad. A communication conduit and cable plan for the connectivity of the street light system was completed for Grand Avenue between the railroad and Madison Street and for State Street between Grand Avenue and the Theater. An electrical service plan was completed for the parking lot located at the State Street/Grand Avenue intersection.

- Senior Designer

EXPERIENCE

11 Years

PROFESSIONAL CREDENTIALS

Professional Engineer (Civil)
California, #74667

Professional Engineer
(Traffic)
California, #2647

EDUCATION

B.S. Civil Engineering,
California Polytechnic State
University, San Luis Obispo –
2005

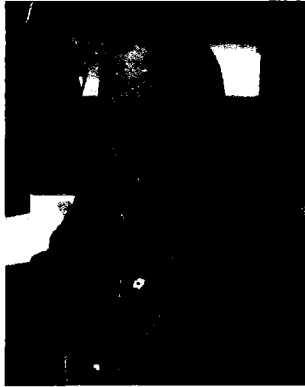
CLIENT REFERENCE

City of National City
Stephen Manganiello,
Director of
Engineering/Public Works
P: (619) 336-4380
E:smanganiello@nationalcity
ca.gov

City of Carlsbad
Doug Bilse, City Traffic
Engineer
P: (760) 602-7504
E:doug.bilse@carlsbadca.gov

STC TRAFFIC-CHRIS COMES

PROJECT ROLE: Systems Integration and Construction Management/Construction Manager and Electrical Inspector



Mr. Comes has over 20 years of experience performing skilled electrical repairs and construction on electrical systems including traffic signals and street lights. He offers a diverse skillset and qualifications in Public Works construction management and inspection and facilitates, plans, and executes effectively. Prior to joining STC Traffic, Mr. Comes was Electrical Supervisor for the City of San Marcos for 7 years and responsible for the maintenance of 150 traffic signals, thousands of street lights, the traffic signal communications system, and other City electrical facilities. He supervised a staff of two electricians and the City's electrical maintenance contractor. Before his position as Electrical Supervisor Mr. Comes served as Public Works Inspector for the City of San Marcos for 10 years and was in responsible charge of inspecting public works projects.

ON-CALL TRAFFIC ENGINEERING SERVICES: Mr. Comes provides on-call inspection services and electrical engineering support for numerous construction projects for the City's upon request. Specific tasks include: bid and specification documents, street lighting design, signal design, constructability and design review of civil and traffic plans, materials review, traffic control plan checks and design, and field inspection services. As part of this contract, Mr. Comes attends monthly utility coordination meetings.

- Electrical Inspector/Construction Manager

LITTLE ITALY I-5 UNDERCROSSINGS LIGHTING: Mr. Comes worked with The Little Italy Association in improving the lighting through the I-5 undercrossings at Grape Street, Hawthorn Street, and State Street. The improved lighting will serve to enhance pedestrian safety and discourage vagrancy. Mr. Comes' focus on this project was to determine feasible lighting alternatives and make recommendations. The scope included: a site visit and illumination measurements, examine existing electrical systems, photometrics of several options, and a brief technical memo of City/ Caltrans codes and steps required to implement the proposed lighting improvements. In addition, Mr. Comes provided QA/ QC design reviews and electrical field reviews and assistance in designing of the lighting system.

- Electrical Inspector

EXPERIENCE

20 Years

PROFESSIONAL CREDENTIALS

IMSA Level 2 Certified

Certificate of Achievement in Public Works Management July 2007

EDUCATION

Public Works Management, Palomar College, 2007

Electrical Apprentice Program, Berg Electric, 1992

Electronics Technician, DeVry Institute of Technology, 1987

CLIENT REFERENCE

City of National City
Stephen Manganiello,
Director of Public Works
P: (619) 336-4380

E:
smanganiello@nationalcity.gov

Nasland Engineering
Larry Thornburgh, Director
of Engineering
P: (858) 292-7770
E: larryt@nasland.com

APPENDIX H
ORGANIZATION CHART- 2.8

IMPLEMENTATION TEAM
HMS CONSTRUCTION INC.

HMS CONSTRUCTION INC.

ISAAC BRADON
SR. PROJECT MANAGER

JEFF SUMNER
PROJECT MANAGER

JAVIER RANGEL
GERNERAL SUPERINTENDENT

CONTRACT OVERSIGHT INCLUDING:

- >INSTALATION
- >TRAFFIC CONTROL
- >TECHNICAL ASSISTANCE
- >WARRANTY SERVICES
- >HEALTH AND SFETY SUPPORT
- >MAINTENANCE

SUBCONTRACTORS

REALTERM ENERGY

DAN KIRKBY
GIS ENGINEERING

CSABA DEMZSE
SR. ENERGY ENGINEER

EVERTON CROSARA
LIGHTING DESIGN MGR.

>INVENTORY AUDIT

>PHOTOMETRIC DESIGN

>CUSTOM APP FOR MANAGING
FIXTURE DATA

LAUREL ENVIRONMENTAL / WBE-WOBE

LAUREL HARROP
OWNER, PROJECT MGR.

>RECYCLING

STC TRAFFIC INC. / SLBE

ADAM LEMBERG
CONTROLS TASK MGR.

NICK MINICILLI
ELECTRICAL ENG. CONTROLS DESIGN

CHRIS COMES
CONTROLS – QUALITY ASSURANCE

>CONTROLS

Additional Subcontractors

As needed, unknown at this time.
SCOPE REQUIRED

>Misc.

APPENDIX I
EXCEPTIONS (ATTACHMENT C)- 2.3

ATTACHMENT C

CERTIFICATION OF EXCEPTIONS TO THE REQUEST FOR QUALIFICATIONS DOCUMENTS

INTELLIGENT CITIES OUTDOOR LIGHTING RETROFITS MACC RFQ CONTRACT

The undersigned, a duly authorized representative of HMS Construction, In.
(Company Name)

hereby stipulates that HMS Construction, Inc. takes no exceptions to this
(Company Name)

Request for Qualifications and its attachments as referenced in this RFQ.



Authorized Representative
Carla Sims
Assistant Secretary

Authorized Representative's Title

HMS Construction, Inc.
Company

11/14/2016
Date

OR

The undersigned, a duly authorized representative of _____
(Company Name)

hereby stipulates that _____ takes the following
exceptions
(Company Name)

to this Request for Qualifications and its attachments as referenced in this RFQ.

Authorized Representative

Authorized Representative's Title

Company

Date



America's Finest City

THE CITY OF SAN DIEGO

*Multiple Award Design-Build Contracts (MACC) for
Intelligent Cities Outdoor Lighting Retrofits*

STATEMENT OF QUALIFICATIONS

No. K-17-6712-MAC-3-C-A

November 15, 2016

Prepared by:

Southern Contracting Company



California License # 222252

*In association
with*

THE BENYA BURNETT CONSULTANCY

Humanizing Light



MONRAD
ENGINEERING INC
CONSULTING ELECTRICAL ENGINEERS



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559 Twin Oaks Valley Road •
Phone 760-744-0760 •

P.O. Box 445 •

San Marcos, CA 92079
Fax 760-744-6475

Ms. Rosa I. Riego
City of San Diego
Public Works Contracts
1010 Second Avenue, 14th Floor, MS 614C
San Diego, CA 92101

November 15, 2016

Subject: MACC Contracts for Intelligent Cities Outdoor Lighting Retrofits
RFQ#: K-17-6712-MAC-3-C-A

Dear Ms. Riego,

Thank you for the opportunity to submit our Statement of Qualifications for the above referenced Request For Qualifications. Led by Southern Contracting Company, we have assembled a team of highly qualified firms to address the key requirements of the MACC program, with a balanced emphasis on promoting the participation of disadvantaged businesses with technical and project execution competency.

- ✓ **Southern Contracting Company – Prime Design-Builder**
- ✓ Benya-Burnett Consultancy – Lighting Design Consultants.
- ✓ Monrad Engineering – Lighting and Electrical Engineering
- ✓ Compass Rose GIS – GIS / GPS Specialists

Our team have all successfully worked together on LED modernization design-build projects. Southern has also served the City of San Diego directly on successful lighting design-build projects, including the original retrofit of 34,600 lights in 2013.

In the balance of our Statement of Qualifications we have answered 100% of the City requirements. We look forward to becoming a selected design-build contractor and assisting the City achieve its goals.

Sincerely,

Mr. Philip Waterman, President
Southern Contracting Company



Section 1 –Addenda to this RFP

Southern Contracting hereby acknowledges that it has received NO Addenda and that no other addenda have been issued.

Section 2 –Identification of Design- Builder

Legal name and address of company

Southern Contracting Company
559 North Twin Oaks Valley Company
San Marcos, CA 92069

Legal form of company (partnership, corporation, joint venture, etc.).

Subchapter S Corporation

Years of Establishment of Entity. Fifty three (53)

If company is a subsidiary of a “parent company,” identify the “parent company.”

Not applicable.

Addresses of main office.

Southern Contracting Company
559 North Twin Oaks Valley Company
San Marcos, CA 92069

Number of employees in San Diego County.

111 employees work in San Diego County. 61 employees live in San Diego County.

Applicable Licenses

City of San Diego Business License Number

B197400461 Exp. 06/30/2018

State Contractor’s License Number (include expiration date and all classifications)

222252 Exp. 12/31/2018

Professional Engineering/Architect License Number (include expiration date)

E12078, Expires 12/31/17 (The Benya-Burnett Consultancy)

E17475, Exp. 3/31/17. (Monrad Engineering)

Name, title, address and telephone number of person to contact concerning the Proposal.

James Filanc, Director, Business Development
559 North Twin Oaks Valley Company
San Marcos, CA 92069; 760-744-0760

Section 3 –Exceptions to this RFQ

Southern Contracting takes no exceptions to this Request for Qualifications. Please See signed Attachment C in the Appendix One of this SOQ.



Section 4 –Executive Summary

Introduction – The Challenge

The City of San Diego has been strategically developing its intelligent streetlight strategy for several years, commencing in 2013 with the Decorative Pedestrian Post Top Project in the heart of San Diego. Southern successfully designed, installed and commissioned 3,000 decorative post top lights with adaptive lighting controls. This first project has become the launching point for the development and implementation of technologies to enhance the delivery of new city services while reducing operating costs through streetlight dimming. The city's strategy has opened up a new frontier, with the City now considered a leading "smart" city in the US.

This Intelligent Cities Outdoor Lighting Retrofit program embodies the next phase of this strategy. Because Southern Contracting has been a key contracting partner with the City since the beginning, we have a keen understanding of how to assist the City continue with developing this plan. We have prepared this Statement of Qualifications to not only demonstrate our capabilities to provide LED lighting designs for the balance of the outdoor lighting system across the City as articulated in the city's RFQ, but also present a "roadmap" on how we can continue to assist the City realize its smart city ambitions.

Southern's Proposed Program Strategy

Southern is proposing a two-prong strategy to help guide the Intelligent Cities program:

1. **LED Modernizations.** Design, install and commission new LED solutions for remaining cobra heads, decorative post tops, parking lots, parks and sports parks across the balance of the city. Through sound financial engineering, this first prong will unlock the energy savings that can be used to underwrite the second prong.
2. **Intelligent Streetlight Applications.** Assist the city identify and prioritize new technology applications to deliver enhanced city services where a solid business case can be made, or where earmarked local utility, federal and state funds (grants, incentives, rebates) can be applied to help underwrite the deployment.

Southern has developed a deep domain knowledge of the market forces influencing this strategy. Our experience has been acquired through years of working in this intelligent lighting space with lighting manufacturers such as General Electric (GE), chip makers such as Qualcomm, and investor-owned utilities such as SDG&E. We discuss this in greater detail in the "Project Approach" section of this RFQ, describing these forces and how the City can position itself to capitalize to reduce city operating costs while delivering enhanced city services.

Why Southern Contracting?

Southern Contracting, headquartered in San Marcos, California, is the leading lighting design-build contractor in the San Diego region, possessing a California A and C-10 license. We have completed more LED municipal projects than any local contractor, and arguably in the state. In fact many of these LED conversions included the design and deployment of advanced outdoor lighting controls. A good example is demonstrated with our project for the City of Oceanside, California where we designed, installed and commissioned 7,761 lighting control nodes using the



GE Light Grid System spanning the entire city. A key benefit to Oceanside was the ability to immediately dim the entire city by 20% to the end-of-life design specification, saving the City an additional \$75,000 annually in reduced energy costs.

Additionally, Southern has pioneered “best practices” for outdoor LED lighting design. For the City of San Marcos, we specified 3,000K CCT LEDs well before it was considered “trendy.” Today we continue to push the “best practice” envelope as we develop the design for the Western Riverside sub-region, specifying 2,700K, low lumen light packages for residential neighborhoods based on the RP-8 (2014) guidelines. This is resulting in residential streetlights delivering a great LED solution under 20 watts. We bring this experience to San Diego as it tackles how to properly light the northern portion of the City within Rancho Bernardo and San Pasqual. In fact we have partnered with the Palomar Mountain Observatory in establishing new LED lighting designs, assuring the City that our LED design will meet dark sky needs.

Local Knowledge

Southern has served and been an active member of the San Diego contracting community since 1963. We have executed over 90% of the City’s outdoor lighting projects this past five years. Also, we worked extensively with the City of San Diego and San Diego Gas and Electric to develop a new streetlight tariff structure being designed to allow cities to monetize dimming savings derived from implementing GE’s Light Grid. As a preferred contractor with SDG&E under a Master Services Agreement for 30 years, we are fully versed with SDG&E incentive rebates and related SDG&E incentive programs. In addition, Southern has implemented over thirty lighting projects under the SDG&E On-Bill Financing program, a potential source of financing for individual building projects. We bring this intimate local knowledge to the City, assuring nothing is missed, no stone unturned.

Equal Employment Opportunity

As an experienced local design-builder, Southern is fully-versed in all facets of the City’s EOCP program, exceeding EOCP requirements on the two major lighting projects for the City in the past five years. As a starting point, several of our proposed team presented with this SOQ possesses ELBE status (Compass Rose – GIS Specialist) and WBE status (Benya-Burnett Consultancy, our lighting engineer. As we are invited to implement individual lighting projects we will continue to reach out to SLBE, ELBE and other disadvantaged firms to assist as required based on “best value” technical merit. In fact we have already started identifying and pre-qualifying engineering resources that meet City EOCP requirements. We present our approach in *Section 9, Equal Employment Opportunity*.

Summary

In conclusion, Southern has assembled arguably the most experienced LED modernization design-build team with an emphasis on intelligent city experience. A key differentiator with our team is that we not only have a strategic “best practice” focus on LED lighting design, but a vision of how the City might proceed to leverage its roadway lighting system to build a truly intelligent city. Our combined team covers all the technical bases and have all worked together individually and collectively with direct and relevant design-build experience with the City of San Diego.

Section 5 – Experience and Technical Competence



Overview

As a Design-Builder, Southern carries the prime responsibility to assure all technical and contracting resources are organized and in place. We have assembled one of the deepest design-build municipal roadway lighting design-build teams in the region and arguably the United States. Below is an overview of each team member and the value they represent to the team and the City of San Diego.

Team Member	San Diego Requirement	Experience Factor	Benefit to San Diego
Southern Contracting	<ul style="list-style-type: none"> ✓ Program Management Plan ✓ Procurement ✓ Field Installation ✓ Commissioning 	<ul style="list-style-type: none"> ✓ Streetlight Design-Builder for the City of San Diego on two projects totaling more than 37,000 streetlights since 2012. ✓ Maintained SDG&E LS-1 lights for 10+ years. ✓ Provided the design for 120,000+ streetlights across Southern California 	<ul style="list-style-type: none"> ✓ Deep program management experience and local knowledge assures program success
Benya-Burnett Consultancy	<ul style="list-style-type: none"> ✓ Lighting Design Standards 	<ul style="list-style-type: none"> ✓ Nationally-recognized illumination engineering firms with more than 65 years' experience. ✓ Past member of International Dark Sky Association Board of Directors. Currently Technical Committee Director ✓ Member of the Southern Decorative Post Top Team for the City of San Diego 	<ul style="list-style-type: none"> ✓ Leading the update of the Palomar Mtn. / Riverside County Lighting Ordinance ✓ Can provide lighting standards acceptable to Palomar Mtn. and the City.
Monrad Engineering	<ul style="list-style-type: none"> ✓ Illumination and Telecommunications Engineering 	<ul style="list-style-type: none"> ✓ Current member of International Dark Sky Association Board of Directors. ✓ Strong Track Record with Sports Park Lighting. ✓ Performed the Illumination Engineering for 14 cities in Western Riverside County, Flagstaff and Tucson, among others 	<ul style="list-style-type: none"> ✓ Can leverage WRCOG Hemet Test Bed Design results to support lighting design acceptable to North San Diego communities of Rancho Bernardo and San Pasqual.
Compass Rose GIS	<ul style="list-style-type: none"> ✓ GIS / GPS System Design and Deployment 	<ul style="list-style-type: none"> ✓ Developed and implemented GIS/ GPS systems on the ESRI GIS/GPS platform for the cities and agencies of Oceanside, San Clemente, La Mesa, Indio, Department of Public Health, and the County of San Diego Public Works Department 	<ul style="list-style-type: none"> ✓ Well-versed in the Southern GIS/GPS platform. ✓ Positioned to support the platform established by Evari GIS, the City's GIS consultant.

In the balance of this section we present our detailed track record along with highlights of our key design and GIS/GPS consultants.

Southern Contracting – Design-Build Contractor

Founded in 1963, Southern Contracting is a leading design-builder serving California. In the past several years, Southern has focused strategically on municipal energy efficiency and renewable energy opportunities. Since 2010, Southern has converted or in the process of helping



convert more than 120,000 HPS and LPS streetlights to LED and broad spectrum lighting. Detailed project descriptions and client references are presented below.

1. **Western Riverside Council of Governments (WRCOG)**, Regional Streetlight Audit. \$117,500. Audited ~60,000 streetlights for the 17-city Riverside County sub-region using the ESRI GIS mapping system. Developed pro-forma financial profiles for each city and the necessary data to assist each city true-up its inventory records with Southern California Edison (SCE), the local investor-owned utility.
2. **Western Riverside Council of Governments (WRCOG)**, Streetlight Acquisition and Lighting Design Program. \$642,352. Providing WRCOG and 14 of its 17 member cities procurement assistance to purchase streetlight poles from SCE, develop and assist with the implementation of a programmatic approach to acquiring, designing, procuring and converting existing HPS and LPS lights to LED technology.
3. **City of Chula Vista**, LED Streetlight Replacement Project, Phases One and Two. \$4.7 million. (2010-2013). Converted over 8,000 existing HPS LS-2 lights to LED LS-2 lights.
4. **City of San Diego**, Citywide Induction Streetlight Replacement Retrofit Project. \$16.1 million. 2010-2012. Converted 34,600 LS-2 HPS lights to LS-2 Induction lights.
5. **City of Oceanside**, Citywide Design-Build HPS to LED Conversion Project. \$5.8 million. 2013-2014. Replaced 7,661 existing LS-2 HPS lights with LS-2 LED streetlights. Includes the installation and commissioning of the GE Light Grid controls system across the entire city.
6. **City of San Diego**, Decorative Pedestrian Post Top Replacement Project. \$6.1 million. (2013-2014). Replaced 3,000 HPS LS-2 decorative post top lights to LS-2 LED post top lights. Included installation and commissioning of the GE Light Grid lighting controls system.
7. **City of Carlsbad**, Decorative Post Top Replacement Project. \$210,000. 2014. Replacing 100 old LS-2 HPS decorative post top lights with LED decorative post top lights. Includes the installation and commissioning of the GE Light Grid lighting controls system.
8. **City of San Marcos**, Citywide LED Replacement Design-Build Project. \$1,049,331. 2,245 LPS lights to be converted to GE Evolve LED streetlight technology. Turnkey project including detailed design selecting right lights from the GE catalog under a piggyback procurement related to the San Diego Decorative Post Top Project.

Outdoor Adaptive Lighting Controls Track Record -- Intelligent Lighting Systems

The City of San Diego is seeking a design-build contractor who has relevant experience in designing, installing and commissioning outdoor adaptive controls, understands emerging trends regarding Smart Cities and the Internet of Things (IoT). Southern has been a pioneer in this



emerging technical space, having designed, installed and commissioned systems for the following cities.

1. **City of San Diego**, CCDC Decorative Post Top Project. 3,600 GE Light Grid nodes with gateways, spanning the heart of the city from City Hall to Petco Park. This project expanded to Balboa Park where an additional ~300 decorative and roadway lights were installed with the GE Light Grid nodes, as well as an additional 29 GE Light Grid nodes adorning the Ocean Beach public pier.
2. **SDG&E Adaptive Controls Research with the Cities of San Diego and Chula Vista**. In 2014, Southern brought the California Lighting Technology Center (CLTC) to SDG&E, and the cities of San Diego and Chula Vista to study the latest adaptive controls technologies from GE (San Diego) and Acuity ROAM (Chula Vista) to understand the nexus of energy savings and light output. This led to the development of the nation's first utility-grade metered streetlight tariff, schedule to go into effect in 2017. Southern designed, installed and commissioned the systems for both cities.
3. **City of Carlsbad**. Southern designed, installed and commissioned the GE Light Grid system in downtown Carlsbad atop 107 decorative post top lights.
4. **City of Oceanside**. Southern designed and installed 7,761 GE Light Grid nodes atop the City of Oceanside's entire outdoor roadway lighting system, from the pier to the edge of the San Luis Rey Valley. This was the first city in the United States to completely cover its streetlight system with the GE Light Grid system. The entire system was dimmed to 80% based on the 0.8 Light Loss Factor, saving the City an addition ~\$75,000 annually.
5. **WRCOG**. Southern designed and installed a test bed of 150+ LED lights from eleven (11) manufacturers across the globe, covering every roadway configuration from cul-de-sacs to safety light intersections. A key part of this Test Bed, which is helping the WRCOG cities determine the best LED solution for the region, was the design, installation and commissioning of two competing adaptive controls roadway lighting systems from GE and Philips. These systems will be used to "fine-tune" the lumen packages, striking the right balance between public safety (our number one concern) and energy savings.

The agency references for each of the below adaptive controls projects are presented on the following pages by referenced LED Conversion project.

Special Smart City IoT Experience – The GE Hyperion Project

During the course of the final work on the CCDC Decorative Post Top Project, Southern implemented a special project to install the latest GE Parking System Technology in a Test Bed in downtown San Diego. Code-named the Hyperion Project, we installed and assisted GE in the commissioning the first two "smart" streetlights as a proof-of-concept of GE's advanced technology. It provides the analytics support to detect and monitor open parking spaces, providing the data to Traffic Officers and the public. The success of this pilot project led to an expansion to a full pilot project, providing strategic support to the city for developing its Intelligent Streetlight roadmap.



Reference: Lorie Cosio-Azar, City of San Diego. (See below reference for details)



Key Performance Indicators and Relevant LED / Broad Spectrum Streetlight Experience

Southern Contracting has developed strong streetlight design-build expertise, borne through converting more than 60,000 streetlights in the past six years. Below are key indicators describing the depth of our experience, followed by detailed project descriptions.

- ✓ **Warranty Support.**
 - In 2011, negotiated the industry's first 10-year LED streetlight warranty on behalf of the City of Chula Vista.
 - For the City of Escondido, after installing 279 city-specified LED luminaires, 37 luminaires failed during the manufacturer warranty period. Southern managed full warranty replacement, extending its labor warranty to protect the City. Southern obtained a written warranty extension from the manufacturer to further protect the City.
- ✓ **Schedule Performance.** Met or exceeded 100% of schedule performance for all below listed clients. Zero liquidated damage claims.
- ✓ **Expertise in IES criteria, including BUG Rating.** Our lighting design engineer, James Benya, was a key member of the IES technical committee that established the BUG Rating system. The BUG system is now a national Best Practice Dark Sky Standard.
- ✓ **Traffic Control.** Southern routinely implements formal traffic control on all below listed streetlight projects. We develop and obtain city approval for standard traffic control plans, then apply to collectors, arteries, intersections and major roadways as necessary. We double up installation crews per traffic control work day to minimize traffic control costs.
- ✓ **Material Management.** We worked closely with the City of San Diego to establish a storage / staging yard at Rose Canyon. This is centrally located to a large portion of the city, minimizing travel time, maximizing productivity. We will work with the City to establish appropriate storage and staging facilities on a project-by-project basis.

Western Riverside Council of Governments Streetlights Audit

Performance Period: December 2014 to June 2015

Number of Streetlights: ~63,000

Contract Value: \$117.5K. No change orders.

In 2014, Southern Contracting was retained by Western Riverside Council of Governments (WRCOG), to conduct a "virtual" regional streetlight audit of about 63,000 streetlights across 16 jurisdictions and cities. Using the ESRI GIS mapping system Southern was able to verify the quantity and condition of the inventory across the region at about 20% the cost of a full field audit, giving WRCOG control of its data in support of negotiating streetlight purchase from SCE.

Western Riverside Council of Governments Streetlight Acquisition and Regional LED Lighting Design Program

Southern was contracted by WRCOG through a best-value competition to provide a regional master lighting design for 63,000+ streetlights compatible with the Dark Sky Requirements of the Riverside County Outdoor Lighting Ordinance to support "Just-In-Time" installation and on-



going operations and maintenance. The Southern Team including Benya-Burnett and Monrad Engineering, is providing:

1. **Acquisition assistance.** Purchase and Sales Agreement modifications / negotiation strategy.
2. **CPUC Section 851 Processing** support and expediting assistance
3. **Comprehensive financial feasibility modeling**, incorporating SCE valuations, SCE incentives, current market pricing, latest SCE tariffs and market-based financing assumptions. Model covers 30 years of ownership through two LED re-lamp cycles.
4. **Regional Lighting Design Standards.** Included upgrade to county and city outdoor lighting ordinances, developer standards, and master performance lighting specification to guide the “best-value” LED luminaire selection.
5. **Construction Management Plan.** Developed a detailed Construction Management Plan to integrate Test Bed results, community feedback, and luminaire best-value evaluation into the procurement and installation phases of the program to support “Just-In-Time” installation.

A key element of the program is the implementation of a major LED demonstration area in Hemet, California. Twelve (12) LED manufacturers from around the globe are featuring their latest LED solutions in 2,700K and 3,000K, as well as amber and filtered LED technologies. The demonstration area is now open for viewing and public comment. A guided tour can be provided to San Diego on request.

Performance Period: October 2015 to present

Contract Value: \$642K.

Point of Contact: Mr. Tyler Masters, Program Manager
4080 Lemon Street
3rd Floor, MS 1032
Riverside, CA 92501-3609
Phone: 951- 955-8378; Email: Masters@wrcog.cog.ca.us

City of Chula Vista, Phase One Residential LED Design-Build Conversion Project

Performance Period: June 2010 to February 2012

Number of Streetlights: ~4,300

Contract Value: \$2.151 million. One city-initiated change order.

Adaptive Controls Ready: No. Capable only, meaning space provided.

Overview: Originally the City of Chula Vista intended on replacing its residential HPS streetlights with Induction, following the recommendations of the Regional Street Light Working Group and the City of San Diego. As the LED technology started to become more cost effective, during the design phase the City asked Southern to investigate switching from induction to LED. After an exhaustive evaluation of Cree/Beta, Leotek and General Electric (GE), it was determined that GE offered the best value. The City is now saving \$198,000 annually.



Southern in action in Chula Vista



Services Provided: Design, Installation, 100% recycling (ZERO landfill waste), energy calculations in support of the CEC loan, ARRA EECBG documentation support, warranty support, SDG&E Utility incentive rebate administration, and traffic control. Chula Vista assigned the rebate directly to Southern, requiring Southern to administer the entire process.

Contracting Agency: City of Chula Vista, California

Point of Contact: Mr. Richard Hopkins, PW Director
276 Fourth Avenue, Chula Vista, CA 91911
Phone: 619-409-5873, Email:
rahopkins@ci.chula-vista.ca.us

City of San Diego, Citywide Induction Design-Build Streetlight Retrofit Project

Performance Period: April 2011 to May, 2013

Number of Streetlights: 34,600

Contract Value: \$16.03 million. Three change orders for expanded field survey, field and emergency repairs. Several other minor change orders. 100% initiated by the City.

Technology: Induction

Manufacturer: General Electric

Adaptive Controls Ready: No. Capable only, meaning space provided.



First light installed in San Diego

Overview: After a two year study under the Regional Street Light Working Group co-sponsored by SDG&E, the City of San Diego hired Southern Contracting as its design-builder to replace 34,600 HPS lights with Induction streetlights. Induction was chosen because LED lighting technology below 4,000 CCT were not economically feasible when consideration was given to the city code requirement to comply with local observatory requirements near Palomar Mtn. and Mt. Laguna. The City is now saving about \$1.8 million annually.

Services Provided: Design, Installation, energy calculations in support of the CEC loan, ARRA EECBG documentation support, warranty support, SDG&E Utility Incentive rebate administration support, 100% recycling (ZERO landfill waste). Traffic control.

Point of Contact:

Ms. Lorie Cosio-Azar, Program Manager, Environmental Services Division, City of San Diego
9601 Ridgehaven Court
San Diego, CA 92123
Phone: 858-627-3352
Email: LCosioazar@sandiego.gov



City of Chula Vista, Phase Two -- Major Roadways / Commercial LED Design-Build Conversion Project

Performance Period: July 2012 to June, 2013

Number of Streetlights: 3,985

Contract Value: \$2.5 million. No change orders.

Adaptive Controls Ready: YES

Overview: With the success of the Phase One Project behind us, Chula Vista once again chose Southern Contracting as its design-builder of record to replace the remaining 3,985 streetlights across the city. As a regional municipal pioneer of the energy efficiency movement, the City decided to take the project one step further and turn the engineering work product into new city standards and code updates. The City is saving an additional \$240,000 per year.

Services Provided: Design, Installation, 100% recycling (ZERO landfill waste), energy calculations in support of the CEC loan, warranty support, SDG&E Utility incentive rebate administration Southern is also providing full reconciliation of the SDG&E inventory. Traffic control.

Contracting Agency: City of Chula Vista, CA

Point of Contact: Mr. Richard Hopkins,
PW Director
276 Fourth Avenue
Chula Vista, CA 91911
Phone: 619-409-5873
Email: rahopkins@ci.chula-vista.ca.us



100% recycled. No landfill waste!

City of Oceanside, Citywide LED Design-Build Conversion Project

Performance Period: October 2013 to December 2014

Number of Streetlights: 7,661

Contract Value: \$5.77 million. 100% of Change Orders initiated by City. Piggyback procurement.

Adaptive Controls: GE Light Grid system.

CEC Loan Funded: No. Southern assisted the City obtain Tax-exempt municipal lease financing through Bank Of America.

Overview: Because of Southern's performance and reputation, the City of Oceanside chose Southern to assist with converting 7,761 HPS and MV streetlights to LED technology. Cost savings so significant, City expanded contract to include parks and parking lots across the City.





Services Provided: Design, Installation, 100% recycling (ZERO landfill waste), energy calculations in support of the CEC loan, warranty support, SDG&E Utility incentive rebate administration. Traffic control.

Unique Accomplishment: This project is among the largest “piggyback” lighting projects ever undertaken in California. Oceanside selected Southern because of its stellar references and performance with the cities of San Diego and Chula Vista. Also, the City has opted to install full Adaptive Controls and is closely tracking the performance of the CLTC / SDG&E Adaptive Controls Test bed.

Contracting Agency: City of Oceanside, California

Point of Contact: Mr. H. Kiel Koger, P.E. Maintenance and Operations Manager
4927 Oceanside Blvd.
Oceanside, CA, 92056
Phone: 760-435-5089
Email: hkkoger@ci.oceanside.ca.us

[City of San Diego, Pedestrian Post Top Replacement Project \(EnLighten San Diego\)](#)

Performance Period: October, 2013 to June, 2014

Number of Streetlights: 3,000

Contract Value: \$5.2 million.

Technology: Light Emitting Diode (LED)

Manufacturer: General Electric **Adaptive Controls:** GE Light Grid

Funding Source: QECB bonds, CEC loans and residual EECBG funds.

Traffic Control Required: Full traffic control on all 250W HPS replacement luminaires, and select 150W HPS luminaires, depending on street configuration and spacing.

Overview: The City of San Diego embarked on a strategic plan to bring more capabilities and “smarts” to streetlights through its second major LED retrofit project. Southern competed against the top seven regional streetlight design-builders, and was selected by the City of San Diego because it offered the best value solution to the City. We proposed GE’s Avery Post Top lights with GE’s Light Grid Adaptive Controls system, demonstrating not just the best technical solution, but how this solution positions the city to create a new “smart city” architecture around lighting controls technology.

Services Provided: Design, Installation, 100% recycling (ZERO landfill waste), energy calculations in support of the CEC loan, warranty support, SDG&E Utility incentive rebate administration. Southern will also be providing full reconciliation of the SDG&E inventory. Options proposed include Lighting Master Plan, and a new artistic lighting for Oceanside Pier. Traffic control.

Contracting Agency: City of San Diego, California

Point of Contact: Ms. Lorie Cosio-Azar, Program Manager
9601 Ridgehaven Court
San Diego, CA 92123
Phone: 858-627-3352
Email: LCosioazar@sandiego.gov





City of Carlsbad, Decorative Post Top Replacement Project

Performance Period: October, 2014 to December, 2014

Number of Streetlights: 100

Contract Value: \$210,000.

Technology: Light Emitting Diode (LED)

Manufacturer: General Electric Avery Decorative Post Top Light

Adaptive Controls Ready: GE Light Grid System

Traffic Control Required: Full traffic control required as lights are in a high traffic corridor.

The City of Carlsbad, by purchasing and installing the GE Light Grid lighting controls platform, joined the Cities of San Diego and Oceanside in using this platform as a pathway to developing its smart city plans. This project was executed under the City of San Diego Piggyback option. Traffic control. 100% recycling.

Contracting Agency: City of Carlsbad

Point of Contact: Heidi L. Versteeg
Engineering Technician II
Public Works
Transportation – Street & Signals
City of Carlsbad, 405 Oak Ave, Carlsbad, CA 92008
Heidi.Versteeg@carlsbadca.gov; (o) 760-434-2937 (m) 760-802-8206

City of San Marcos, LED Streetlight Replacement Project

Performance Period: December, 2014 to September, 2015

Number of Streetlights: 2,245

Contract Value: \$1,049,331.

Technology: Light Emitting Diode (LED)

Manufacturer: General Electric Evolve LED streetlight

Adaptive Controls Ready: ANSI C.136.41 7-pin receptacle ready

Traffic Control Required: Traffic control on major thoroughfares

The City of San Marcos chose Southern Contracting using the piggyback procurement process off the San Diego Decorative Post Top Project based on competitive pricing and Southern's performance.

Contracting Agency: City of San Marcos

Point of Contact: Jim Chafe, Deputy Public Works Director
Streets & Drainage Maintenance Division
City of San Marcos
201 Mata Way
San Marcos, CA 92069
jchafe@san-marcos.net
760-752-7550



San Diego Gas and Electric Long Term Streetlight Maintenance

Project Title: Master Service Agreement
Year Completed: On-Going
Location: San Diego, CA
Contract Price: \$2,054,003.00
Client: San Diego Gas & Electric

Southern has been serving San Diego Gas and Electric (SDG&E) maintaining streetlights for about 15 years under a Master Services Agreement. We have been embedded with district crews, performing typical electrical maintenance work in support of SDG&E's electric grid. One of the key services we have been providing is maintenance emergency repairs and routine maintenance of SDG&E's 29,000 LS-1 streetlights / poles. We replace luminaires, re-lamp, replace photocells, repair wiring, etc.

Point of Contact: Debbie Brown
San Diego Gas and Electric
8330 Century Park Court
San Diego, CA 92123
(858) 654-1219; dbrown3@semprautilities.com

Benya-Burnett Consultancy



Role: Benya-Burnett will lead the overall lighting design standards development effort.

Benya Lighting Design was formed in 1995 and became part of Design Services, Inc. dba the Benya Burnett Consultancy, a California- and federally-certified Woman-Owned Business Enterprise (WBE) in 2013. Based in Davis, California, Benya Burnett provides lighting design, illuminating engineering, lighting and vision expert services, and epigenetic design consulting to owners, architects, engineers and other clients throughout North America and portions of the world.

Relevant Experience includes:

1. WRCOG Regional Lighting Standards (2015-present)
2. City of Flagstaff City Lighting Plan (on-going)
3. City of San Diego Decorative Post Top Project. (2014)
4. Florida Gulf Coast Turtle Habitat (2013)
5. Grand Canyon National Park (2013)
6. Rosemont Copper Mine (2012)
7. Yosemite National Park (2011)
8. The Presidio (2011)
9. City of Tucson Downtown Street Lighting Plan (2006)

Benya-Burnett work has also included the design of outdoor athletic facilities including college, high school and community football, baseball and soccer fields; tennis clubs and community tennis courts; marinas and ports; and numerous community parks and recreational facilities. They were the principal lighting consultants for recent renovations to Neyland Stadium at the University of Tennessee (over 102,000 seats) and assisted Monrad Engineering's relighting of the University of Arizona stadium (over 78,000 seats).



Monrad Engineering



Monrad Engineering, Inc. was founded 1983 and is located in Tucson AZ. The firm has provided professional engineering services for over 3,000 projects of a diverse and challenging nature including street lighting, traffic signalization, pathway lighting, landscape lighting, recreational, water works, and municipal buildings. Monrad Engineering, Inc. holds ADOT and Tucson DBE/SBE status.

Relevant Monrad experience includes:

1. **Western Riverside Council of Governments (WRCOG):** Streetlight Acquisition and Lighting Design Program.
2. **City of Flagstaff, AZ, Master Streetlight Modernization Program:** Develop a Best Practices program for conversion of 4000 city-owned LPS and HPS fixtures to new LED.
3. **City of Tucson, AZ, Master Streetlight and Parking Garage Modernization Program:** Develop a Best Practices program for conversion of 20,000 city-owned LPS and HPS fixtures to new LED product.
4. **City of Riverside, CA, Master Streetlight Modernization Program:** Develop a Best Practices program for conversion of 30,000 city-owned LPS and HPS fixtures to new LED product and implementation of Smart Cities infrastructure, while maintaining local historic context, improving community aesthetics, perceptions of safety and security, and reducing total cost of ownership for street lighting systems throughout the city.
5. **Arizona Stadium, University of Arizona Sports Lighting Modernizations:** Replace 1970's vintage flood lighting system with NCAA BCS compliant HDTV quality sports lighting and control system.
6. **Quail Creek Veteran's Memorial Park Soccer Field Lighting Installations, Sahuarita AZ:** First fully shielded/full cutoff LED soccer field sports lighting complex in Southern Arizona, 15 miles from the Smithsonian Astrophysical Observatory Complex on Mount Hopkins.

Monrad will provide detailed lighting design and roadway modeling.

Compass Rose GIS



1. **GIS Needs Assessment and Program Management, City of San Clemente, CA (2013-2016).** City-wide GIS needs assessment and implementation plan.
2. **As-Needed GIS Services, City of La Mesa, CA (2010-2016).** Managing the GIS projects for the Public Works Department at the City of La Mesa.
3. **Infrastructure Feasibility Study, City of San Diego, CA (2015-2016).** Sub-consultant to Keyser Marston & Associates (KMA) to evaluate the feasibility of an Enhanced Infrastructure Financing District (EIFD).
4. **Street Light Inventory, Evari GIS Consulting, San Diego, CA (2013-2014).** Subcontracted to Evari for several street light inventory projects. Tasks included: data research, database design, map production, geocoding, and loading final data sets to web mapping applications. Clients include: City of Oceanside, Alameda County, and City of Yonkers, NY.



Section 6 – Proposed Method To Accomplish The Work

Overview

Though this is primarily an energy-driven program, the groundwork needs to be developed from the beginning to support the City's larger goal of leveraging city-owned streetlights. This groundwork is intended to support advanced Internet of Things (IoT) technologies, as evidenced by the GE parking camera technology mounted in the GE Evolve cobra heads via the City project, code named the Hyperion Project. As a results we envision two key phases to the MACC program:

1. **LED Streetlight / Outdoor Lighting Modernization.** Designing and converting the six classes of luminaires as specified in the City's RFQ.
2. **Intelligent Streetlight Application Development.**

Energy savings derived from converting to LED technology will form the down-payment on both the LED upgrades and the Intelligent Streetlight Applications. However, energy savings alone will likely not get the City over the "finish line." Therefore we are proposing a financial planning and modeling process that evaluates and considers all financial benefits, whether through revenue-generation via telecomm carriers or via the monetization of business efficiencies derived through leveraging intelligent streetlight technologies through reducing the cost of delivering city services. In the balance of this section we will discuss our proposed method to accomplish this work.

LED Streetlight / Outdoor Lighting Modernization

Light Classes

The City has identified six major light classes:

1. Decorative Post Tops
2. Pendants
3. Gas Lamp Globes
4. Shoeboxes
5. Rogue Lights
6. Sports Park Lighting
7. Cobra Heads

Key issues are presented below for each class as we develop the design / conversion approach. We recommend tackling each class as a separate project class due to the related technical challenges, the need to save energy dollars, and consideration for the needs of the City's constituents.

Decorative Post Tops

This class can be costly, the installed cost often costing upwards of \$1,500 each. As such energy savings may need to be balanced with aesthetic considerations when securing funding. Also we will need to consider to what extent these will support pedestrian foot traffic vs. roadway lighting. The City's current GE Avery standard incorporates the GE Light Grid Adaptive Controls Node, allowing for an immediate and incremental 20% dimming savings out of the box through the Interim SDG&E Dimming tariff. We will consider all these variables, plus the SDG&E Incentive Rebates when developing this light class.



Pendants

Pendants are a unique class whereby special cost savings may be achieved. There are potential “Screw-in” replacement opportunities, potentially mitigating the need to replace the entire light fixture. This approach needs to be balanced with providing a design that minimizes nighttime light pollution through effective light fixture cutoff design. These are often found in parks and along pedestrian walkways, so we may need to consider foot traffic and potential pedestrian-vehicle conflict zones.

Gas Lamp Globes

The City’s famous Gas Lamp District is characterized by historic gas lamp globes. This class of light was converted to Induction Lighting several years back. We will need to first consider the limits of what we can do from an historical perspective and will look to the City for guidance on this issue. The other issue we may want to consider is the expected remaining useful life on this class as it is our understanding that this was originally an energy project and we want to make sure we consider the City’s original investment.

Shoebboxes

Shoebboxes, typically found in parking lots, can be costly. We have found that by fabricating an adaptor we can utilize modern cobra head LED luminaires at about half the cost. Since the distribution and performance characteristics are comparable we have found this to be an acceptable solution. We pioneered this practice with the City of Oceanside for over 100 parking lot lights. We welcome the City to evaluate this approach and see first-hand how these lights are performing in Oceanside. This approach may also be “blended” with cobra heads and post tops, combined on one financeable project or series of projects, depending on the City’s eventual contracting plan.

Rogue Lights

We interpret this to be the “catchall” bucket for all non-standard lighting classifications. We propose to identify and isolate this class of lights from the outset, analyzing the City’s GIS database. We then propose to perform a study to create common classifications based on pedestrian or roadway duty, location, and mounting type. This class, similar to pendants, will likely be subject to “retrofit” kits or simple screw-in LED replacement tactics. This study can then support an appropriate lighting performance specification or set of specifications to govern the upgrade of this class.

Sports Park Lighting

Sports Park Lighting is a truly special class of illumination engineering and construction implementation, with nuanced differences even between different sports park venues in nearby neighborhoods. Controlling uplight components and high angle glare are important to minimizing regional light pollution and more importantly, to curtail offsite spill and visibility that often negatively affects thousands of residents in areas around lighted sports parks. Modern optical systems and Best-In-Class LED technologies developed over the last 24 months allow for said glare control while still providing exceptional playability on the sports field, even for aerial sports such as baseball and football that require illuminance of the ball.



Another key consideration is the architecture of the Sports Park lighting controls systems. The controls systems design and selection process needs to consider the provisioning for direct user interface in addition to cost-saving opportunities for economies of scale and efficiencies provided with the consideration of a common controls platform. We therefore are proposing each ball field control system initially be addressed on a field-by-field / park-by-park basis considering the needs of the park operator or the city employee responsible for park operations, including park lighting schedules. Our proposed approach will equally consider the ease of local on-demand controllability, offsite-supervision / fault reporting, and centralized programming as an integral part of the lighting design and system specification process.

Our team's experience in the implementation of new and modernized sports lighting systems in highly sensitive neighborhoods and specialty astronomical protection zones is unsurpassed and will benefit the San Diego region at-large with long-lived lighting solutions with low total costs of ownership and modern features that will provide a win-win-win outcome for the municipality, all citizens, and the user groups.

Cobra Heads

Cobra heads are perhaps the most straight forward element of the program. There is sufficient information available today through the WRCOG (described elsewhere in this SOQ) for the City to establish a functional working purchase specification within 90 days of program commencement. We encourage the City to visit the WRCOG Test Bed in Hemet, California, bringing Civic leaders from Rancho Bernardo and other North City neighborhoods to see the impact on local neighborhoods subject to Dark Sky constraints. We are of the opinion that the City will have solid choices with 2,700K CCT residential applications, amber and filtered LED options for those areas closest to the observatories.

Design Approach

The City of San Diego is situated between two observatories, Mt. Laguna and Palomar Mtn. As such astronomical Dark Sky issues need to be considered, especially in the northern portion of the City, including Rancho Bernardo. As a result, Southern is proposing the program commence with a review and update of all appropriate city and county lighting ordinances that govern outdoor lighting. For example, Palomar Mtn., home of the famed 200" Hale Telescope, remains an important research tool and is actively working to preserve its role. We are recommending the City consider utilizing the results of the formal Test Bed work conducted by the Western Riverside Council of Governments (WRCOG) to help inform the City in establishing a "best practice" and related lighting performance specifications. This will assure proper control of luminaire cutoff through assigning the appropriate BUG rating for all lighting fixture classes, controlling maximum lumen emissions across the City, and controlling spectrum by establishing maximum Correlated Color Temperature (CCT) levels based on proximity to observatories.

As the Design Approach is being established, we propose to model the "incumbent" luminaires based on typical roadway and pedestrian applications. As the Lighting standards evolve, we will model various manufacturers' "proposed" offerings, comparing to incumbent technology. Best Value recommendations should balance economic performance with lighting performance.



Value Engineering and Efficacy

LED Lighting efficacy (efficiency as measured in lumens per watt) is continuously improving. Our approach to assuring the best possible lighting design first considers public safety, then followed by optimizing the balance between lumen output and energy savings. By applying RP-8 (2014) guidelines we are now able to safely specify, for example, 18 watt luminaires for residential applications. We routinely survey manufacturers for pending efficacy gains, timing LED procurements to take advantage of the latest and most efficacious LED products. We are projecting that 15 watt LED luminaires may be available by spring, 2017 that should meet approved design standards. This can represent an 82% energy reduction for residential applications, should the City accept our design approach.

Intelligent Streetlight Application Development

We envision Developing Intelligent Streetlight applications being the end-game for this program. The challenge will be how to effectively “leverage” the city’s streetlight infrastructure to enhance city services while generating revenue or reducing the cost of operation of city services. We are therefore recommending a two prong approach:

1. **Leverage City IT Investment.** We are recommending the City conduct a cross-functional review of city department IT budgets, looking for economies of scale. Examples include how the City might leverage the need for additional surveillance cameras and the supporting required “backhaul” communications with streetlights.
2. **Revenue Generation.** Telecomm Carriers are aggressively approaching cities like San Diego to “co-opt” space on streetlights generating revenue for the City. This market trend is accelerating as the “insatiable demand for mobile data dictates that small cells be placed atop streetlights. This trend will continue to accelerate as 5G mobile technology starts appearing in the market in the next 18-24 months.

Backhaul design, whether through fiber optic, cellular connectivity or microwave transmission, needs to be fully considered when developing the smart city “architectural” approach. We recommend the City review and catalog its City-owned fiber optic cabling, it’s planned FO expansion plans, then compare to planned applications and revenue generating opportunities to craft an integrated expansion.

Financial Engineering

A financial strategy the City might wish to consider as its plan comes together is the use of an Enterprise Fund, where all generated savings and / or income is re-invested through the fund to first pay back the original investments, then be re-invested in expanding the backhaul data system to connect IoT data streams and provision for expanded mobile internet delivery atop streetlights. At Southern we have developed a solid financial pro forma model that can be tailored to incorporate the CAPEX and OPEX components of individual IoT business applications, modeling up to a 30-year life cycle analysis. Such a tool can be used to help the guide and prioritize application development. Our financial model has been accepted by numerous banking sources as investment grade.

The City has a long standing relationship with GE in supplying LED roadway luminaires and lighting controls. We can help the City evaluate potentially advantageous financing terms



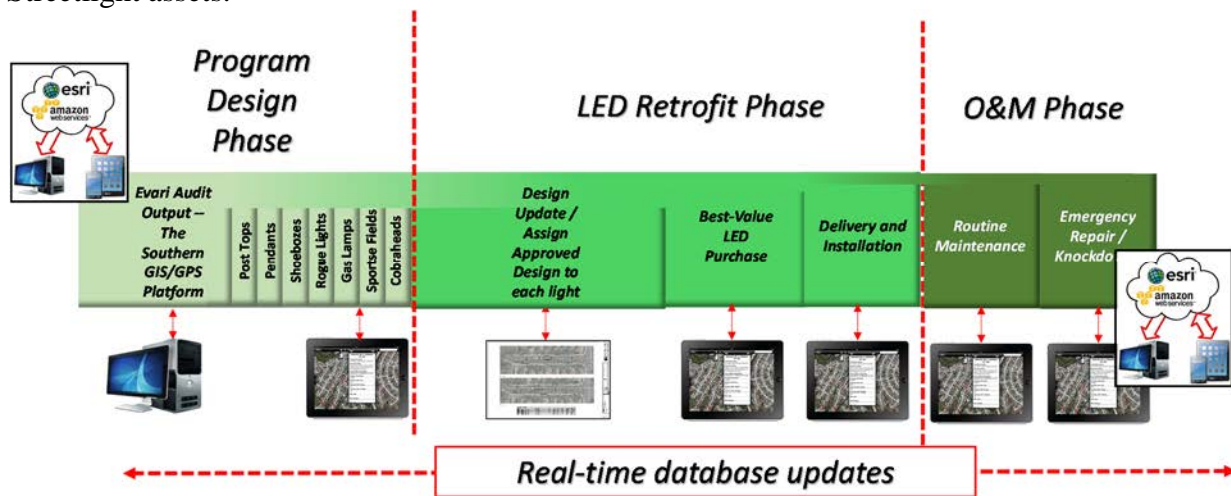
offered through GE Capital as an alternative financing source as compared to traditional sources. These other sources include, among others:

1. SDG&E On-Bill Financing. !0 year payback limitation. Zero Interest.
2. CEC 1% loan program. Timing issue. May or may not match up with City schedule.
3. 3rd party municipal financing. Viable option through the California I-Bank and Bank Of America Municipal Financing Group.

Southern has been providing financial analysis support to WRCOG and its 16 agencies, and thus well-versed in the intricacies of financial modeling.

GIS / GPS Deployment – Southern’s Project Management Platform

Southern has pioneered the use of GIS / GPS technology for Streetlight programs. The City’s current consultant, Evari GIS, secured its first contract assisting the City and Southern convert the first 34,600 streetlights back in 2012. We propose to utilize this same platform, drawing on the audited database recently developed by Evari and guiding the development of this program. We will use this database to drive the design process, the procurement process, and the installation and commissioning process. When each project is complete, we will turn over the GIS database to the City for use by City Maintenance crews to manager new LED and Intelligent Streetlight assets.



Project Management Approach

Southern proposes to assist the City develop the program in three phases:

1. **Program Design** – develop / update the lighting standards city-wide, guiding the development of individual projects. We propose co collaborate with the City, taking advantage of our Best Practice “lessons learned” from designing and/or converting more than 120,000 streetlights. Pay special attention to the deployment of GE’s Light Grid across all light classes.
2. **LED Retrofit** – finalize a contracting plan to appropriately utilize the pool of short-listed contractor resources to optimize program perform while maximizing City benefits.
3. **O&M** – make sure all shortlisted contractors develop and implement projects with the O&M data requirements in mind, delivering a GIS/GPS data layer will all known light fixture



attributes by GPS coordinate location. Provide City Streetlight division with GIS layer upon completion to support on-going O&M.

We proposed to kick off the program with a “team building” meeting to align all lines of communication while assuring all city administrative requirements are met, including automated billing systems and SDG&E incentive rebate requirements.

Intelligent Streetlight Development

Beyond the above traditional LED replacement tactics, we also recommend convening an Intelligent Streetlight Development Planning Group. This group can be the focal point for collecting information by city department about potential overlapping IT budgets. We can collaborate with the City’s IT consultant, CGI, to develop this plan. These budgets can become a primary source for prioritizing and underwriting Intelligent Streetlight applications.

Section 7 – Understanding Local Environment

Overview

Southern Contracting is headquartered in San Marcos, about 30 minutes north of San Diego. Incorporated in 1963, Southern has called San Marcos home since its founding. For the City of San Diego alone, Southern has successfully completed more than \$22 million in work under the design-build delivery method, converting more than 37,000 streetlights to induction and LED technologies. Working hand-in-hand with City staff, Southern completed these projects with zero contractor-initiated change orders. We are experienced and knowledgeable of local building codes, municipal permitting agencies, regulations and policies, and SDG&E programs.

Southern has been trained and certified by SDG&E in the On-Bill Financing Program, a potential source of project funding for San Diego. In addition, Southern successfully completed a complex On Bill Financing Project for the City of Oceanside, securing ~ \$160,000 or OBF financing at about 30 different sites for streetlight projects at parking lots and parks across the City. We can apply this experience where it makes sense for San Diego. Having an experienced contractor like Southern on the team assures the City proper support for securing incentive rebates and OBF financing, should the City elect to pursue.

Section 8 –Project Organization and Personnel

Overview

Southern Contracting has assembled a highly experienced “core” team of the following:

- **Southern Contracting, San Marcos, California.** – Design-Builder of Record. Responsible for overall management, design, project execution and commissioning support. A, C-10 Contractors License #222252.
- **Benya-Burnett Consultancy.** Lighting Engineer with expertise in development of regional lighting standards. This will be important to the securing the support of Palomar Mtn. as dark sky LED design issues are tackled in the northern part of the City within the shadows of The observatory. Engineer-of-Record on the San Diego Decorative Post Top Project successfully completed by Southern Contracting for San Diego. Licensed to practice engineering within the State of California. Key team member on Southern’s WRCOG Project. A Woman-owned business (WBE).

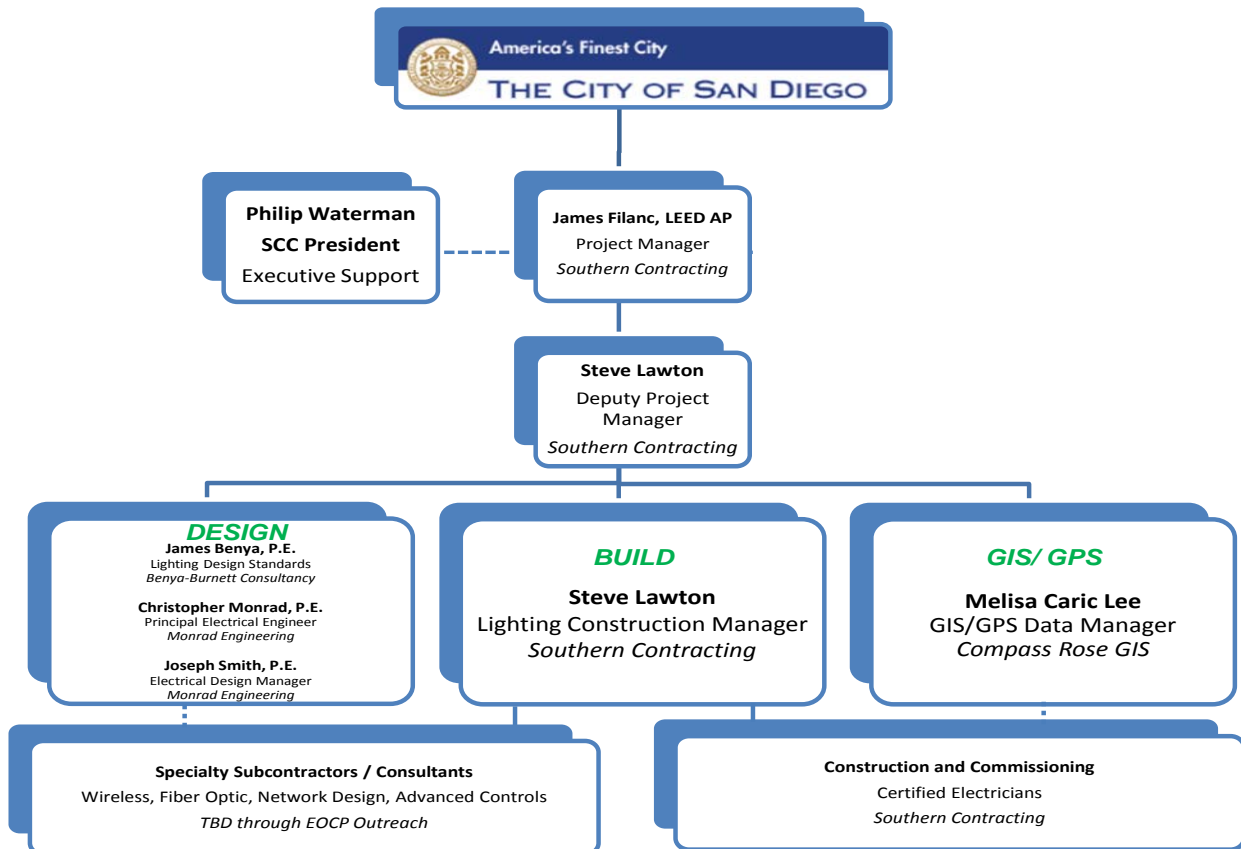


- **Monrad Engineering.** A full-service electrical engineering firm with a specialty in municipal roadway lighting design and telecommunications engineering. Designed roadway lighting for Flagstaff and Tucson Arizona, two of the toughest dark sky cities in the United States with more than \$2 billion of astronomical assets within city limits or in adjacent mountains. Licensed to practice engineering within the State of California. Key team member of Southern's WRCOG Project. An Emerging Small Business as defined by the Central Contract Registration (CCR; <http://www.federalcontractorregistry.com/>).
- **Compass Rose GIS.** Compass Rose has been brought on the team to assist with the implementation and support of the Southern ESRI GIS Delivery system. Compass Rose is headquartered in Oceanside, California and supported Southern Contracting on the WRCOG GIS Virtual Audit project. Led by Melisa Caris Lee, Ms. Lee is a prominent GIS instructor at Palomar Community College, training some of Southern's up-and-coming streetlight auditors. A certified SLBE company.

Southern has worked with each of the above companies and considers them the core team for this San Diego MACC program. As individual projects are brought forth by the City for implementation through the selected MACC contractors, Southern will identify, vet and hire additional subcontractor resources, matching technical requirements while meeting or exceeding the objectives of the City's EOCP program.

Project Organization

Below is the proposed project organization for Southern's Core Design-Build Team.





Key Personnel

Below are profiles of the key nominated personnel for this project. Their full resumes can be found in [Appendix 2](#).

Mr. James Filanc, LEED AP *Project Manager*

Mr. Filanc has more than 35 years of design-build experience, working on energy projects around the world. He successfully led 100% of the development and execution of Southern's relevant streetlight design-build projects, including San Diego's Decorative Post Top Project.

Role: Mr. Filanc He will serve as Project Manager to assure contract compliance consistent with the City's contracting administration.

Mr. Steve Lawton *Deputy Project Manager, Construction Manager*

Mr. Lawton has more than 22 years' experience, including the role as construction manager for the City of San Diego on the San Diego Decorative Post Top Project. Mr. Lawton was the General Foreman on Southern's first three streetlight replacement design-build contracts, directing the installation of more than 42,000 LED and induction streetlights. Promoted to Construction manager, he also directed the installation of the three LED test beds, including one adaptive controls test bed for the City of San Diego, the LED Adaptive Controls Test Bed in Chula Vista and the LED Test bed in Hemet for WRCOG.

Role: Mr. Lawton will assist Mr. Filanc with Project Management duties and be directly responsible for all field construction, worker training and safety.

Mr. James Benya, P.E., FIES, FIALD *Lighting Design Standards Principal Engineer*

Mr. Benya has 42 years of experience in electrical and illuminating engineering and lighting design, and is considered one of North America's premier experts in the field. He was awarded Fellow of the Illuminating Engineering Society in 1991 and Fellow of the International Association of Lighting Designers in 2005. He was Southern's Engineer-of-Record on the San Diego Decorative Pedestrian Post Top Project.

Role: Mr. Benya can assist the City with establishing Dark Sky Design Standards for the northern part of the City adjacent to Palomar Mtn.

Mr. Chris Monrad, PE, IALD *LED Lighting Principal Engineer*

Chris Monrad is an electrical and illuminating engineer with over 33 years of experience in design and construction for a variety of transportation and aviation lighting related projects. Clientele includes WRCOG, the University of Arizona, Pima Community College, Marana Airport, Tucson Airport Authority, City of Tucson, Pima County, and numerous other cities. He is involved with several technical and professional societies, including 21 years of service on the Board of Directors of the International Dark Sky Association (IDA).

Role: Mr. Monrad will be responsible for overseeing the detailed LED design support, including lighting calculations.



Mr. Joseph Smith, PE
LED Lighting Design Engineer

Joseph has over 35 years' experience in electrical engineering and maintaining/operating plant electrical systems. He has extensive experience in the design, specification, cost estimating, studies and construction administration of: lighting, power, communications, emergency, fire alarm, and security systems for various types of facilities, including numerous projects for the University of Arizona, Tucson Airport Authority, Raytheon Missile Systems, City of Tucson, Veterans Administration So. AZ Medical Campus, U.S. Indian Health Service, and the Pima County Downtown Governmental complex.

Role: Mr. Smith will provide the California PE Stamp as required for lighting design work to comply with State of California Licensure Laws. His Professional Engineering License is #E17475, Exp. 3/31/17.

Mr. Fernando Galvez, PE, RCDD, CTM
Telecommunications / Intelligent Lighting Communications Design Engineer

Fernando Galvez, P.E., RCDD, CTM (AZ SBTR License Number 23911) is Principal and President of Monrad Engineering, Inc. Fernando has over 36 years of experience (31 years with the firm) in electrical engineering. He is an active member and past president of ASPE Southern Arizona chapter and an active member of SAME. Fernando is a graduate of the University of Arizona with a BSEE, is a registered professional engineer in Arizona and Nevada. He is also a Registered Communications Distribution Designer (RCDD) with extensive experience in audio-visual, security and optical fiber / copper based telecommunications systems for smaller and multi-million dollar projects.

Ms. Melisa Caric Lee
GIS/ GPS Support

Ms. Caric Lee has more than 16 years of professional GIS experience serving government agencies and private companies specializing in: engineering, environmental services, water resources, and transportation projects focused on GIS. She has utilized the ESRI GIS/GPS platform to perform streetlight field audits with Evari GIS, the City's GIS Consultant of Record. Ms. Lee will serve as the GIS/GPS Designer and Technical Support for this project.

Section 9 –Equal Employment and Contracting Information

Overview

The City has challenged the proposing design-builders to proactively achieve contractor diversity. Southern has taken this concept to heart and regularly reaches out to disadvantaged firms when additional technical expertise or specialty contracting support is required. Southern routinely utilizes the services of subcontractors to provide complete technical coverage on its streetlight design-build projects. We have found in this complex local market that most design-build firms do not have all the expertise under one roof. This requires the prime design-builder to be a competent manager to coordinate all technical requirements delivered through subcontractors to meet cost and schedule requirements. To start with, we are proposing the following key consultant firms to be part of our team:



1. Benya-Burnett Consultancy – Benya Burnett is a Woman Business Enterprise (WBE), SAM # 130364938, CAGECODE 6Y8BO, WOSM Control # 3245-0374, and FEIN # 62-1246138.
2. Monrad Engineering – Emerging Small Business as defined by the Central Contract Registration (CCR)
3. Compass Rose GIS – WBE, Supplier Clearinghouse, Small Local Business Enterprise (SLBE)

The above represents our key consultant's disadvantaged business credentials, with evidence shown in Appendix 4. We will work with each firm to upgrade their status to meet or exceed all City requirements prior to submission of individual proposals under this MACC program.

When individual RFPs are issued by the City we envision reaching out to the local contracting community for the additional following services:

1. Material procurement
2. Telecommunications / network design (backhaul) for Intelligent Streetlight technology
3. Traffic Control
4. Recycling Services

Subcontractor Participation

Presented in Appendix 4 are mandatory forms, Subcontractor Past Participation List, Form AA50 for all project descriptions provided under Experience and Technical Competence.

Workforce Report

The signed workforce report is presented in Appendix 3.

Pending Actions

Southern has not had any actions nor any actions pending related to filed discrimination complaints in its history. Please refer to Appendix 5 for the signed Pending Actions affidavit as required by this RFQ.

Equal Employment Opportunity Plan

Southern has a strong track record of meeting or exceeding disadvantaged business participation goals with the City of San Diego and has a formal equal employment opportunity plan in place. Features of the Southern plan include:

1. **Mentoring** – Southern has formally mentored three minority and SDVOSB firms in the past five years.
2. **Written Plan** – SCC has a written plan and EEO Policy.
3. **Successful EEO Plan Implementation** – Southern has completed two major design-build energy efficiency projects for the City of San Diego in the past five years, totaling more than \$22 million. In both cases Southern not only met the proposal documentation requirements without comment, but also met or exceeded the City's disadvantaged participation goals.
4. **Success Story** – One of Southern's subcontractors, Evari GIS, received its first major contract on the San Diego Streetlight Induction Project, involving the replacement of



34,600 streetlights with energy efficient induction lights. At the time, Evari was registered as an Emerging Local Business (ELBE). Evari has since grown to more than 10 employees and has secured contracts across the United States.

The benefit of having Southern is the spirit and proven ability to encourage and hire disadvantaged businesses, while delivering projects on time and within approved budget on behalf of the City of San Diego. We will adhere to all City EOCP requirements, project-by-project, as evidenced by our track record. *We walk the talk!*

Section 10 – Financial Arrangements

Southern Contracting is submitting this proposal as the Prime Contractor. There are no joint-venture partners. Southern has fully complied and is qualified under the City's formal pre-qualification process. Southern is approved to submit this Statement of Qualifications per the City's required \$15 million limit.

Section 11 – Change Order and Litigation History

Southern has a strong record of minimizing change orders on projects under its leadership. We take care in fully understanding client requirements, then developing our approach and related budgets to complete the project per contract. Shown in [Appendix 6](#) is a listing of all major projects completed in the past three years. 100% of the listed changes were initiated by the Owner.

100% of the required data specified by this RFQ is presented here.

[Litigation History](#)

Southern Contracting has ZERO claims, lawsuits, civil or criminal violations in its 53 year corporate history. Southern has never defaulted on a performance bond in its 53 year history.



APPENDIX

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6. Change Order History – Projects Completed in Last Three Years	73



Appendix 1
Attachment C

Certification of Exceptions to the Request For Qualifications Document

ATTACHMENT C

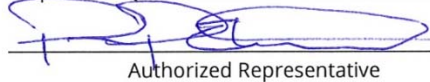
**CERTIFICATION OF EXCEPTIONS TO THE REQUEST FOR QUALIFICATIONS
DOCUMENTS**

INTELLIGENT CITIES OUTDOOR LIGHTING RETROFITS MACC RFQ CONTRACT

The undersigned, a duly authorized representative of Southern Contracting Company
(Company Name)

hereby stipulates that Southern Contracting Company takes no exceptions to this
(Company Name)

Request for Qualifications and its attachments as referenced in this RFQ.

 11/07/2016
Authorized Representative Date

Philip E. Waterman, President
Authorized Representative's Title

Company

OR

The undersigned, a duly authorized representative of _____
(Company Name)

hereby stipulates that _____ takes the following
exceptions
(Company Name)

to this Request for Qualifications and its attachments as referenced in this RFQ.

Authorized Representative Date

Authorized Representative's Title

Company



Appendix 2

Resumes of Key Personnel

JAMES FILANC, LEED AP

Position: Project Manager

Education & Training

BS, Finance, San Diego State University

Masters Studies, CSU, Long Beach

Technical Writing, University of California Los Angeles



Mr. Filanc has over 34 years of relevant experience in the energy, technology and healthcare industries. He has managed budgets in excess of \$400 million, and been responsible for the development of complex, technical projects for Fluor Daniels, Brown & Root, and Jacobs Engineering. Below is Mr. Filanc's experience with Southern Contracting.

Relevant Experience

- **Broad Spectrum Induction Street Light Replacement Project.** City of San Diego. **Executive Sponsor, Project Manager.** \$16.05 million. Converted 34,600 streetlights to induction technology using the design-build process. Completed: Winter, 2013.
- **EnLighten San Diego Decorative Post Top Project.** City of San Diego. **Executive Sponsor, Project Manager.** \$5.2 million. Converted 3,000 decorative post top lights in downtown San Diego to new 86 watt decorative post top lights. This design-build project also provided 3,600 GE Light Grid adaptive control nodes, providing system monitoring and dimming control. Provided design, installation, system commissioning and training.
- **LED Street Light Replacement Project.** City of Oceanside. **Project Manager.** Specification development and installation of 7,703 70W to 400W HPS luminaires with LED luminaires across the City under California's "piggyback" provisions using the design-build process. Installed and commissioned GE Light Grid Adaptive Controls System, first full city deployment of this lighting controls technology in the U.S.
- **Citywide Solar PV Program.** City of Chula Vista. **Executive Sponsor.** \$3.2 million. Developed and oversaw the design-build of eleven city facilities with 480 kW of Solar PV. Included rooftops, ground mount and parking structures at fire stations, a senior center, recreation facilities and city hall.
- **WRCOG Streetlight Acquisition Support and Lighting Design Standards.** Western Riverside Council of Governments. **Program Manager.** \$550,000. Supporting 16 municipal governments purchase 60,000 streetlights for Southern California Edison, and provide a regional LED lighting design for each of the cities, from Temecula to Calimesa.
- **LED Street Light Replacement Project, Phases One and Two.** City of Chula Vista. **Executive Sponsor, Project Manager,** Financed with a low interest CEC loan, producing a payback of less than nine years. Project valued at \$4.65 million. Design-build project. Completed May, 2013.
- **LED Post Top Retrofit Project.** City of San Marcos. Project Manager. Conversion of 2,254 roadway and residential lights from LPS to LED. Design-build services provided under piggyback provisions of the City of San Diego Post Top Project. \$1,002,000.00.



RESUME



Name: STEVE LAWTON

Position: Deputy Project / Construction Manager, LED roadway Lighting Projects

Education and Training:

Journeyman Electrician: IBEW, San Diego; NECA Training Programs: Safety Training; OSHA Confined Space Entry-Competent Person; OSHA Trench Excavation and Shoring-Competent Person; OSHA CPR and First-Aid Certification for Construction; OSHA 30 Hour Safety Training Certification.

Mr. Lawton has 18 years of experience as a certified electrician. He has worked at Southern for seven years. His technical background included streetlight programs, underground and exposed conduit installation, switchgear installation, and field procurement. Over the course of his career he has been expanding his supervisory role, where he now runs all streetlight projects for Southern.

Recent Project History:

- **Broad Spectrum Induction Street Light Replacement Project.** City of San Diego. **Project Construction Manager.** \$16.05 million. Converted 34,600 streetlights to induction technology using the design-build process. Completed: Winter, 2013.
- **EnLighten San Diego Decorative Post Top Project.** City of San Diego. **Project / Construction Manager.** \$5.2 million. Converted 3,000 decorative post top lights in downtown San Diego to new 86 watt decorative post top lights. This design-build project also provided 3,600 GE Light Grid adaptive control nodes, providing system monitoring and dimming control. Provided design, installation, system commissioning and training.
- **LED Street Light Replacement Project.** City of Oceanside. **Project Construction Manager.** Specification development and installation of 7,703 70W to 400W HPS luminaires with LED luminaires across the City under California's "piggyback" provisions using the design-build process. Installed and commissioned GE Light Grid Adaptive Controls System, first full city deployment of this lighting controls technology in the U.S.
- **LED Street Light Replacement Project, Phases One and Two.** City of Chula Vista. **Phase One - -General Foreman, Phase Two – Project Construction Manager.** Financed with a low interest CEC loan, producing a payback of less than nine years. Project valued at \$4.65 million. Design-build project. Completed May, 2013.
- **LED Post Top Retrofit Project.** City of San Marcos. **Project Construction Manager.** Conversion of 2,254 roadway and residential lights from LPS to LED. Design-build services provided under piggyback provisions of the City of San Diego Post Top Project. \$1,002,000



THE BENYA BURNETT CONSULTANCY

Humanizing Light

Curriculum Vitae



JAMES ROBERT BENYA, PE, FIES, FIALD

Principal, Benya Burnett Consultancy, Davis, CA USA

"At the leading edge of light" Metropolis, 1999

"One of the top lighting designers in the US", Departures by American Express, 1999

"Top 25 Retail Lighting Designers in US", Display and Design Ideas, 2002

"Hot designer", SNAP Magazine, 2011

"Jim has been at the forefront from the start, specializing in integrated daylighting strategies and sustainable lighting approaches long before most designers knew what that was," Architectural Lighting, 2011

OVERVIEW

Jim Benya is a professional lighting designer and consultant with 39 years of experience. He is a Registered Professional Electrical Engineer, Fellow of the Illuminating Engineering Society of North America (FIES), and Fellow of the International Association of Lighting Designers (IALD). A member of the legendary Smith Hinchman & Grylls Lighting Group, he established and led California's seminal lighting design firm Luminæ Souter Lighting Design as Principal and CEO before relocating to Oregon. His design work has been published in every major lighting design and architectural journal, including Architecture, Architectural Record, Architectural Lighting, Progressive Architecture, LD&A, Lighting Dimensions, Interiors, Interior Design, Designers West, Northern California Home and Garden, Architectural Digest, and Building Design and Construction. He has won numerous lighting design awards, including the Edison Award, the Edison Award of Excellence (7 times), the Edison Award for Environmental Design (twice), the International Illumination Design Award of Excellence, and the Source Awards First Place Award. He is the author of **Lighting Design Basics** (Wiley 2012) and **Lighting Retrofits and Relighting** (Wiley 2011) and his work is featured in nine books, including the Best of Lighting Design.

PROFESSIONAL HISTORY

Principal, Benya Lighting Design, West Linn, OR	1994-2011
Principal, Pacific Lightworks, Portland, OR	1996-1998
Principal, Luminæ Souter Lighting Design, San Francisco	1983-1994
Associate and Chief Electrical Engineer, the Smith Group, Detroit	1980-1983
Electrical Engineer and Project Manager, the Smith Group, Detroit	1973-1980



THE BENYA BURNETT CONSULTANCY

Humanizing Light

EDUCATIONAL HISTORY

BSE, University of Michigan, Electrical Engineering	1973
BS, University of Michigan. Computer Science	1973
Graduate work in Computer Science, University of Michigan	1973
Professional Development work in Building Energy Systems, Iowa State	1978
Professional Development work in Daylighting, Harvard Graduate School	2009

ACADEMIC TEACHING HISTORY

Most appointments included 10-14 classes per semester. Total of approx. 350 classes

Adjunct Professor of Architecture, Lawrence Technological Institute	1974-1978
Adjunct Professor of Architecture, Wayne State University	1979
Adjunct Professor of Design, University of Michigan	1980-1983
Adjunct Professor of Architecture, University of California at Berkeley	1984-1985
Adjunct Professor of Architecture, California College of Art	1986-1995
Artist in Residence, University of Nebraska School of Architecture	1998
Adjunct Professor of Interior Design, Marylhurst University	2002
Guest Lecturer, Oregon State University Interior Design Lighting Class	1999-2010
Special studio in Daylighting, Daylectric Lighting, Ball State University	2007-2009

PROFESSIONAL DEVELOPMENT TEACHING HISTORY

Total of over 500 classes and seminars

LightFair- 35 presentations (New York, San Francisco, Las Vegas)	1990-2011
Professional Lighting Design Conference, 3 presentations (Berlin, Madrid)	2009, 2011
Professional Lighting Design programs (Alingsås, Copenhagen, Wismar, Venice)	2011
Pan Pacific Lighting Conference, 3 presentations (San Francisco)	1984-1989
Intl. Daylighting Conference (Bilbao, Rotterdam, Lausanne)	2007,2009,2011
AIA Annual Conference Professional Development Programs	2001,2005,2007
ASID Annual Conference Professional Development Programs	1985,1986,198
	1990,1994,1998
Green Build Presentations (Austin, Pittsburgh, Boston, Chicago, Phoenix)	2002,2003,2007
	2008, 2009
Neocon Chicago	1998,2002,2009
Strategies in Light (LED and OLED conferences)	2009-2011
Lighting Academy, Southern California Edison (5 classes, multiple times)	2007-2011
AIA Professional Development Classes Presented (local level)	2001-2011
ASID Professional Development Classes presented (82 programs local level)	1983-2009
APEM Professional Development Classes presented (local level)	1985-1995
IES Regional and Sectional Meetings -75 programs	1975-2011

STATEMENT OF QUALIFICATIONS
*MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits*



America's Finest City

THE CITY OF SAN DIEGO

THE BENYA BURNETT CONSULTANCY

Humanizing Light

Professional Development Classes for Commercial Clients	1983-2011
Commercial presentation and program clients include Acuity Brands Lighting, Cooper Lighting, GE Lighting, Sylvania Lighting, Lutron Electronics, ELP Lighting, Efficiency Vermont, Southern California Edison, Pacific Gas & Electric, LA DWP, Southern California Gas Co, San Diego Gas & Electric, California Lighting Technology Center, Oklahoma Gas & Electric, Edison Electric Institute, American Lighting Association, Oregon Energy Trust, Pacific Power Company, BC Hydro, Connecticut Power and Light, Con Edison, Com Edison, Atlantic Electric, Georgia Power, Lucifer Lighting, NEEA, NEEP, CHPS, ASHRAE, Energy Center of Wisconsin, ACEEE, NRDC, Professional Lighting Design magazine, Architectural Lighting magazine, Architect magazine, AMC Trade Shows, the Atlanta Mart, the Merchandise Mart, LA Design Center, SF Mart, the Miami Merchandise Mart, Dallas Mart, Specs Retail Conference, the Electric Show, Electric West, EWEB, IIDA	
College Lectures	1983-2011
Programs include University of Oregon, Oregon State University, Mt. Hood Community College, University of Washington, University of California at Davis, University of California Berkeley, Cal Poly Ponomo, Cal Poly San Luis Obispo, University of California Santa Barbara, University of California San Diego, Cal State Chico, Cal State Sacramento, California Art Institute, La Canada College, UCLA, University of Nevada, Las Vegas, University of Texas, UT San Antonio, Venice School of Architecture, Hochschule Wismar, University of Montana, University of Idaho, Arizona State University, Oklahoma State University, University of Nebraska, Lawrence Technological Institute, University of Alabama, Memphis State University, Rhode Island School of Design, Louisiana Tech, University of Colorado, University of Virginia, Parsons School of Design, Fashion Institute of Design, University of Vermont, University of Wisconsin, University of Minnesota, Parsons School of Design, University of Rochester, Chaminade College, Ball State University	
Papers Presentations	
IES, IALD, ASHRAE, USGBC, ACEEE, AIA, various programs.	
Internet Classes	
Federal Energy Management Program (FEMP) Lighting Class	1997-2002

KEYNOTE ADDRESSES

IES Conference Philadelphia	2012
NECA Conference, Las Vegas	2012
IES Conference Australia New Zealand, Auckland	2011
IES Conference Australia New Zealand, Queenstown	2008
International Daylighting Conference, Bilbao	2007
Trade Commission of Spain, Barcelona	2005
IES Annual Conference	1997

STATEMENT OF QUALIFICATIONS
*MACC Contracts for Intelligent Cities Outdoor
Lighting Retrofits*



America's Finest City

THE CITY OF SAN DIEGO

Name/Company:

Christian K. Monrad, P.E., LEED-AP; Principal and Vice President of Monrad Engineering, Inc.
28 years with the firm



Residency: Tucson, AZ

Project Role and Responsibilities:

Principal Engineer and Subject Matter Expert, Interior and Exterior Lighting Systems

Registration:

Chris is registered as a Professional Engineer (Electrical) in Arizona (37386), Expires 3/31/2017

Education: Attended University of Arizona, Nuclear Engineering major (no degree)

Accreditation:

Mr. Monrad is a U.S. Green Building Council LEED Accredited Professional (2004) and is a Member of the Project Advisory Committee at the UC Davis - California Lighting Technology Center (CLTC) for the research of evolving lighting, daylighting, and lighting control systems.

Member, IESNA since 1996

Project Experience:

Chris has over 32 years of experience in design and construction activities for a variety of new and existing transportation and aviation lighting related projects. His expertise also includes master planning, concept and schematic design phase coordination of project specific requirements with representatives of the University of Arizona, Pima Community College, Marana Airport, Tucson Airport Authority, City of Tucson, Pima County, and numerous school districts and private entities throughout Southern Arizona.

Chris is involved with various technical and professional societies, serving on the Board of Directors of the International Dark Sky Association for the last 20 years and as past-president of the So. AZ. Section of the Illuminating Engineering Society of North America.

Chris is currently working with the cities of Tucson AZ, Flagstaff AZ, City of Riverside CA and the Western Riverside CA Council Of Governments to facilitate logical, economical, and astronomically/ecologically sensitive transitions from HID to LED street lighting systems throughout these municipalities to preserve the economic vitality of the astronomical and optics industries as well as to protect the night sky for all citizens. Approximately 120,000 luminaires total are anticipated to be replaced in these three locales.

Relevant Projects:

City of Tucson Street Lighting Conversions - Consultant to City of Tucson for replacement of 18,000 street lights and 2,000 garage lights from HID to high performance LED luminaires with wireless mesh network controls for energy savings and ecological/astronomical skyglow protection/mitigation; 2015-2017

City of Flagstaff Street Lighting Conversions - Consultant to City of Flagstaff for replacement of 4,000 street lights from HID to high performance restricted-spectrum LED luminaires for energy savings and ecological/astronomical skyglow protection/mitigation; included design of \$200,000 test bed for public review and comment; 2015-2017

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Western Riverside Council of Governments (WRCOG) Street Lighting Conversions - Consultant to WRCOG for replacement of 64,000 street lights from HID to high performance LED luminaires for energy savings and ecological/astronomical skyglow protection/mitigation; included design of 150 luminaire / ten manufacturer test bed for public review and comment; 2015-2018

City of Riverside, CA Street Lighting Conversions - Consultant for replacement of 30,000 street lights from HID to high performance LED luminaires for energy savings and ecological/astronomical skyglow protection/mitigation; 2015-2018

Awards:

2015 IES Citation Award of Merit for McKale Center LED Lighting Modernization, University of Arizona; 2011 G.E. Edison Award for Sustainable Design; 2012 ENR Southwest Best Project for Hospitality; International Dark Association Quality Outdoor Lighting Design (*7 time winner*), including awards for innovative mixed-mode amber and 3000K LED area lighting at Colonel Smith Middle School (2013); HID to 3000K LED exterior lighting conversions at Tucson International Airport (2014); and Arizona Stadium Lighting Modernization project at the University of Arizona (2010) resulting in 75% less light trespass and glare; 2015 TEP BrightEE Award for LED exterior lighting conversions at Tucson International Airport.

Presentations and Publications:

2009, Illuminating Engineering Society, Hawaii Section; *White Light Sources- A Double Edged Sword for Light Pollution Considerations*

2010, Steward Observatory, University of Arizona; *Evolving Trends in Outdoor Lighting*

2010, Town of Sahuarita AZ / American Planning Association; *Evolving Trends in Outdoor Lighting*

2011, State of Hawaii Starlight Reserve Committee; *LED Lighting - Beam Shaping and Spectral Content Considerations*

2012, Rosemont Mine and US Forest Service, Tucson AZ; *Rosemont Mine Master Lighting Plan and Light Pollution Mitigation Recommendation Report: Strategies to Curtail Light Pollution Emissions to Benefit the Smithsonian Astrophysical Observatories and Other Astronomical Assets in Southern Arizona*

2013, Hycroft Mine and US Bureau of Land Management, Winnemucca Nevada; *Hycroft Mine Master Lighting Plan and Best Management Practices: Mitigation of Light Pollution Emissions to Benefit the Black Rock Desert Wilderness Area*

2013, Illuminating Engineering Society Airport Lighting Committee Annual Conference, Tucson AZ; *Large Area LED Lighting for Environmentally and Astronomically Sensitive Locales*

2013, Society for Mining, Metallurgy, and Exploration, Tucson Section; *LED Lighting for Mining and Heavy Industry*

2014, Eastern Region AIRPORTS Conference, PSU Hershey PA; *Large Area Lighting Solutions for Aprons and Aircraft Service Areas: Successfully Implementing the Transition from HID to LED*

2014, Illuminating Engineering Society Airport Lighting Committee Annual Conference, Orlando FL; *Large Area Lighting Solutions for Airports and Heavy Industry: Successfully Implementing the Transition from HID to LED (Updated)*

2015, International Astronomical Union 29th Triennial General Assembly, Honolulu HI; *LED Lighting: Spectral Content Prescriptions for Astronomical Protection*

2015, National Park Service Sustainable Lighting Symposium, Fort Collins CO; *Invited Guest and Focus Group Participant*

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PROVEN EXCELLENCE.**



STATEMENT OF QUALIFICATIONS
*MACC Contracts for Intelligent Cities Outdoor
Lighting Retrofits*



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THE CITY OF SAN DIEGO

Name/Company:

Joseph F. Smith, P.E.

Principal and Vice President of Monrad Engineering, Inc., 20 years with the firm



Residency: Tucson, AZ

Project Role and Responsibilities: Electrical Engineer of Record, Power Systems Analysis and Design

Education: Master of Engineering, Electric Power Engineering, Rensselaer Polytechnic Institute, 1979; Bachelor of Science in Electrical Engineering, Syracuse University, 1972

Registration:

Mr. Smith is registered as a Professional Engineer (Electrical) in California No. E17475, Exp. 3/31/17, Arizona (29708), New York, New Jersey, Virginia, and many other states throughout the mountain west.

Experience Relevant to Proposed Assignment:

Joseph has over 35 years' experience in electrical engineering and maintaining/operating plant electrical systems. He has extensive experience in the design, specification, cost estimating, studies and construction administration of: lighting, power, communications, emergency, fire alarm, and security systems for various types of facilities, including numerous projects for the University of Arizona, Tucson Airport Authority, Raytheon Missile Systems, City of Tucson, Veterans Administration So. AZ Medical Campus, U.S. Indian Health Service, and the Pima County Downtown Governmental complex.

Mr. Smith's expertise includes medium voltage installations and negotiation/coordination efforts with end users and utility companies for interties and substation reliability studies. Mr. Smith utilizes the SKM Dapper/Captor/PowerTools software platform to perform assessments of voltage drop, load flow, power factor correction, fault analysis, and Arc Flash Boundary Calculations and Selective Coordination Studies for personnel safety and facility electrical system reliability.

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Name/Company

Fernando Galvez, P.E., RCDD, CTM; President, Monrad Engineering, Inc.; 31 Years with firm



Residency: Tucson, AZ

Project Role and Responsibilities: Project Telecommunications and Low Voltage Systems Engineer

Mr. Galvez will perform the design, specification and coordination activities related to the preparation of the telecommunications master plans, construction documents and subsequent construction phase services.

Education: Bachelor of Science in Electrical Engineering – 1988 University of Arizona

Registration: Mr. Galvez is registered as a Professional Engineer (Electrical) in Arizona (23911)

Accreditation: Mr. Galvez is a Registered Communications Distribution Designer (RCDD) – (41612), 19 year member of BICSI

Experience Relevant to Proposed Assignment:

Mr. Galvez has over thirty-six years of experience in the master planning, design and specification of power, lighting, telecommunications distribution systems, multimedia systems, security systems, PA/sound systems, intercom systems and fire alarm systems.

Telecommunications distribution design expertise includes copper and optical fiber interbuilding/intrabuilding backbone cabling systems, offsite trunk cabling, and horizontal copper and fiber optic cabling systems for transportation, institutional, commercial, and industrial multi story, multi-building and single building projects.





MELISA CARIC LEE, GISP

GIS Project Manager

Melisa Caric Lee has more than sixteen years of professional experience including GIS analysis, staff training, system integration, and project management. She has extensive expertise in the use of ESRI's suite of products, Google Earth, Cartegraph, Granite XP, and Microsoft Office applications. Ms. Caric Lee pays careful attention to client's needs, places high importance on requirements gathering and early project planning, and is well known for clearly explaining solutions to technical and non-technical users. She has a strong commitment to promote and implement GIS programs across various disciplines.

Ms. Caric Lee's recent clients include public agencies and private companies that specialize in engineering, environmental services, water resources, and software development. Projects include data conversion, database design, GIS standards and procedures, multi-level training, and GIS program/ project management.

Education

B.A., Geography, San Diego State University

Registrations, Certifications, and Affiliations

Urban and Regional Information Systems Association (URISA), Southern California Chapter, Past-President

Certified GIS Professional, Geographic Information Systems Certification Institute (GISP)

Certified Floodplain Manager, Association of State Floodplain Managers (CFM)

Environmental Systems Research Institute (ESRI), San Diego User's Group

Southern California HAZUS User Group (SoCal HUG)

National Association of Professional Women (NAPW)

California Geographic Information Association (CGIA)

Professional Experience

As-Needed GIS Services, City of La Mesa, La Mesa, CA (2010-2016). The Public Works department requires management of multiple GIS databases, maintenance of map books for field operations, data sharing processes and procedures, and staff training. Ms. Caric Lee acts as the City's GIS Program Manger and works with internal staff to maintain proper work flows and implement data and mapping standards. Several GIS project have been completed to support CIP, CCTV, data conversion, and system integration projects. Red-lined as-built drawings were used to update the City's sewer shapefiles and later converted to a geodatabase format. Feature linked annotation was developed to automate editing processes and a new map book was created for the City's field crews. The City's CMMS (Cartegraph) has recently been synchronized



with the GIS system allowing users to view and edit data in either environment. Mobile GIS applications were developed for field data collection efforts including sewer, traffic, and road inspections, street sign inventory, and address verification.

GIS Needs Assessment and Program Management, City of San Clemente, San Clemente, CA (2013-2016). Ms. Caric Lee acted as the lead for a city-wide GIS needs assessment and implementation plan. The project included six City departments including: Community Development, Public Works, Beaches Parks & Recreation, and Finance and Administration. Several meetings, presentations, and a technology questionnaire were used to gather data, information, and understand department work flow. A needs assessment report was developed to include a summary of findings, list technology gaps, and provide specific recommendations related to: data maintenance, data standards, GIS staffing, communication methods, system integration, and training. Compass Rose GIS is currently supporting the City in the implementation phase now in its second year. Our staff acts as GIS program manager and provides on-site technical support to the City.

Infrastructure Feasibility Study, Keyser Marston & Associates, CA (2015-2016)

Compass Rose GIS worked as a subconsultant to Keyser Marston & Associates (KMA) to evaluate the feasibility of an Enhanced Infrastructure Financing District (EIFD). Compass Rose GIS provided Geographic Information System (GIS) services to allow for the gathering, analysis, and compilation of readily available County data and other available resources for the development maps, classifying and tabulating the current and/or historic Assessed Value within the City of San Diego's Otay Mesa Community Plan Area (CPA). Clients include: City of San Diego and City of Indio.

GIS Needs Assessment, City of Seal Beach, Seal Beach, CA (2014). Ms. Caric Lee acted as the lead for a city-wide GIS needs assessment and implementation plan. The project included six City departments including: Community Development, Public Works, Finance, Community Services, Police, and Information Technology. Several meetings, presentations, and a technology questionnaire were used to gather data, information, and understand department work flow. A needs assessment report was developed to include a summary of findings, list technology gaps, and provide specific recommendations related to: data maintenance, data standards, GIS staffing, communication methods, system integration, and training.

Software Training, Digital Map Products (DMP), Irvine, CA (2012-2014). Ms. Caric Lee helps support DMP with software training for a variety of clients. Custom training materials and hands-on training is provided dependant on each customer's needs, data, technical experience, and common work flows. Recent training sessions have been provided to: City of San Dimas, Orange County Parks, and City of Santa Ana.

GIS Program Coordinator, Palomar College, San Marcos, CA (2013-2014). Ms. Caric Lee coordinates all activities associated with the GIS certificate program at Palomar College.



Responsibilities include advising students enrolled in the GIS program, outreach throughout the County, faculty support, and any system or program recommendations.

Street Light Inventory, Evari GIS Consulting, San Diego, CA (2013-2014). Ms. Caric Lee subcontracted to Evari for several street light inventory projects. Tasks included: data research, database design, map production, geocoding, and loading final data sets to web mapping applications. Recent projects include: City of Oceanside, Alameda County, and City of Yonkers, NY.

City-Wide GIS Training, City of La Mesa, La Mesa, CA (2012-2013). The City of La Mesa selected a variety of technical staff to participate in GIS Training. Three levels of classes were offered across several months to help develop and advance the skills learned in previous sessions. Materials and hands on projects were customized using the City's data and on-going projects. Ms. Caric Lee developed the materials based on Esri's ArcGIS products and led the classroom sessions. Several follow up user meetings are scheduled to help answer questions and provide additional GIS support and learning resources.

GIS Needs Assessment, City of Union City, CA (2012-2013). Ms. Caric Lee acted as the lead for a city-wide GIS needs assessment and implementation plan. The project included six City departments including: Administrative Services, City Manager's Office, Economic and Community Development, Leisure Services, Police, and Public Works. Several meetings, presentations, and a technology questionnaire were used to gather data, information, and understand department work flow. A needs assessment report was developed to include a summary of findings, list technology gaps, and provide specific recommendations related to: data maintenance, data standards, GIS staffing, communication methods, system integration, and training.

GIS Needs Assessment, Database Design, and Training, California Department of Public Health (CDPH), Sacramento, CA (2012). Compass Rose GIS provided a variety of services for CDPH. The first task involved evaluating current systems and processes and providing recommendations in the form of a formal Needs Assessment report. Several meetings, presentations, and staff interviews were scheduled to collect and also share information with CDPH staff among different Units. Collaboration with the Department's GIS and IT management were essential for implementing a new GIS program for their Emergency Response Unit. Software installation, data inventory, and staff training were all executed under this new collaboration. Automation of work flows and minimizing project redundancy were major goals of this project including: setting up geocoding services, utilizing models to load new data, and assigning permissions for specific data editing tasks. The Needs Assessment report provided an organized view of the existing infrastructure and a strategic plan for future improvements. Further tasks included creating and populating an Emergency Response geodatabase, designing map templates and standardization, and hosting three days of classroom training for staff. The Compass Rose Team



developed training materials specific to CDPH data and work flows. Department staff from each of the divisions and units participated in the training.

GIS Instructor, Escondido Union High School District, Escondido, CA (2010-2013). Ms. Caric Lee is the Instructor for an Introduction to GIS class. Students become exposed to the software, hardware, and data types associated with the GIS technology. Emphasis is placed on database design, editing, map creation, metadata, and industry trends. The course is articulated with the GIS certification program at Palomar College. Special after school GPS training sessions were also held at local High Schools to initiate interest in the college program.

GIS Integration, County of San Diego, Wastewater Management Section, San Diego, CA (2009). Several GIS tasks were completed in this comprehensive GIS implementation program. A needs assessment was performed to document the software, hardware, and staffing needs of the department. Data conversion was completed using scanned as-built drawings & atlas map books were produced for field staff. The updated wastewater geodatabase was used for modeling in the master plan. A custom GIS web viewer was developed and served out to all department staff. Full system integration with parallel applications (asset management and CCTV) is planned for the near future. Ms. Caric Lee acted as Project Manager for all GIS tasks.



Appendix 3

Workforce Report



City of San Diego
 EQUAL OPPORTUNITY CONTRACTING PROGRAM
 1200 Third Avenue, Suite 200, San Diego, CA 92101
 (619) 236-6000 FAX: (619) 235-5209

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report*.

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Southern Contracting Company

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 559 N. Twin Oaks Valley Rd.

City San Marcos County San Diego State CA Zip 92069

Telephone Number: (760) 744-0760 FAX Number: (760) 744-9691

Name of Company CEO: Timothy R. McBride

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 559 N. Twin Oaks Valley Rd.

City San Marcos County San Diego State CA Zip 92069

Telephone Number: (760) 744-0760 FAX Number: (760) 744-9691

Type of Business: Electrical Contractor Type of License: A, C10

The Company has appointed: David Eveland
 as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:
 Address: 559 N. Twin Oaks Valley Rd., San Marcos CA 92069
 Telephone Number: (760) 744-0760 FAX Number: (760) 744-9691

For Firms: San Diego Work Force and/or Managing Office Work Force

I, the undersigned representative of Southern Contracting Company

San Diego, CA ^(Firm Name) hereby certify that information provided
 (County) (State)

herein is true and correct. This document was executed on this day of November 7, 2016,
 200_____.

David Eveland
 (Authorized Signature) (Print Authorized Signature Name)

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



America's Finest City

THE CITY OF SAN DIEGO

WORK FORCE REPORT - Page 2

NAME OF FIRM: Southern Contracting Company

DATE: 11/07/2016

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) African-American, Black | (5) Filipino |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial			3								14	1		
Professional Specialty														
Engineers/Architects														
Technicians and Related Support											2			
Sales											1			
Administrative Support/Clerical												4		
Services											1			
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*			2											

*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN			5								21	5		
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GRAND TOTAL ALL EMPLOYEES			31											
---------------------------	--	--	----	--	--	--	--	--	--	--	--	--	--	--

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



America's Finest City

THE CITY OF SAN DIEGO

WORK FORCE REPORT - Page 3

NAME OF FIRM: Southern Contracting Company

DATE: 11/07/2016

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) African-American, Black | (5) Filipino |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African- American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Carpenter														
Drywall Installer														
Electrician			16		2							51		
Elevator Installers														
Finishers, Concrete or Terrazzo														
Glaziers														
Helpers, Construction Trade														
Ironworkers, Structural Metal Workers														
Laborers	2		25		3							28		
Millwrights														
Masons, Bricklayers														
Tilesetters														
Operators			2									1		
Painters														
Pipefitter, Plumbers														
Plasterers														
Roofers														
Security, Protective Services														
Sheet Metal, Duct Installers														
Welders, Cutters														
TOTALS EACH COLUMN	2		43		5							86		
GRAND TOTAL ALL EMPLOYEES			136											

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--



Appendix 4

Disadvantaged Business Status Documentation

Overview

Shown on the following pages is a copy of completed Form AA50 for the required three project descriptions. The actual documented projects include:

1. WRCOG Streetlight Audit
2. WRCOG Regional Lighting Standards and Acquisition Support
3. City of Chula Vista LED Conversion Phase One Residential
4. City of San Diego Citywide Induction Streetlight Conversion Project
5. City of Chula Vista LED Conversion Phase Two Commercial
6. City of Oceanside Citywide LED Conversion Project
7. City of San Diego Decorative Post Top LED Replacement Project
8. City of Carlsbad Downtown Decorative Post Top LED Replacement Project
9. City of San Marcos Citywide LED Conversion Project

Following these pages with Form AA50 is the disadvantaged business certification documentation as shown in Form AA50.

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



America's Finest City

THE CITY OF SAN DIEGO

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: WRCOG Streetlight Audit DOLLAR VALUE OF PROJECT: \$117,506

TYPE OF PROJECT: GIS Consulting

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>Evari GIS</u> Address: <u>3311 Boundary St.</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92104</u> Phone: <u>858-633-6447</u> Email: <u>ari@sdgis.com</u>	<u>Vendor</u>	<u>N/A</u>	<u>GIS Consulting</u>	<u>\$23,346</u>	<u>ELBE</u>	<u>City of San Diego</u>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

Ⓞ As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- Ⓞ Certified Minority Business Enterprise
- Ⓞ Certified Disadvantaged Business Enterprise
- Ⓞ Other Business Enterprise
- Ⓞ Certified Small Local Business Enterprise
- Ⓞ Woman-Owned Small Business
- Ⓞ Service-Disabled Veteran Owned Small Business
- Ⓞ MBE
- Ⓞ DBE
- Ⓞ OBE
- Ⓞ SLBE
- Ⓞ WOSB
- Ⓞ SDVOSB
- Ⓞ Certified Woman Business Enterprise
- Ⓞ Certified Disabled Veteran Business Enterprise
- Ⓞ Certified Emerging Local Business Enterprise
- Ⓞ Small Disadvantaged Business
- Ⓞ HUBZone Business
- Ⓞ WBE
- Ⓞ DVBE
- Ⓞ ELBE
- Ⓞ SDB
- Ⓞ HUBZone

Ⓞ As appropriate, Design-Builder shall indicate if Subcontractor or Supplier is certified by:

- Ⓞ City of San Diego
- Ⓞ California Public Utilities Commission
- Ⓞ State of California's Department of General Services
- Ⓞ State of California
- Ⓞ CITY
- Ⓞ CPUC
- Ⓞ CADOGS
- Ⓞ CA
- Ⓞ State of California Department of Transportation
- Ⓞ San Diego Regional Minority Supplier Diversity Council
- Ⓞ City of Los Angeles
- Ⓞ U.S. Small Business Administration
- Ⓞ CALTRANS
- Ⓞ SRMSDC
- Ⓞ LA
- Ⓞ SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

MACC Request for Qualifications (Rev. June 2014)
 Attachment D -- Form AA50 -- Design-Build Subcontractors and Suppliers Past Participation List
 Intelligent Cities Outdoor Lighting Retrofits

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



America's Finest City

THE CITY OF SAN DIEGO

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: WRCOG Regional Lighting Standards and Acquisition Support

TYPE OF PROJECT: Engineering and Consulting DOLLAR VALUE OF PROJECT: \$642,352

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>Muni-Fed Energy</u> Address: <u>192 N. Marina Dr.</u> City: <u>Long Beach</u> state: <u>CA</u> Zip: <u>90803</u> Phone: <u>949-466-4773</u> Email: <u>pbowman@munifedenergy.com</u>	<u>Vender</u>	<u>N/A</u>	<u>Financial Consulting</u>	<u>\$195,770</u>	<u>N/A</u>	<u>N/A</u>
Name: <u>Benya Burnett Consulting</u> Address: <u>501 Fillmore St.</u> City: <u>Davis</u> state: <u>CA</u> Zip: <u>95616</u> Phone: <u>503-519-9631</u> Email: <u>ibenya@benya-burnett.com</u>	<u>Designer</u>	<u>N/A</u>	<u>Lighting Design</u>	<u>\$233,240</u>	<u>WBE</u>	<u>CPUC</u>

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- Certified Minority Business Enterprise
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- Other Business Enterprise
- Certified Small Local Business Enterprise
- Woman-Owned Small Business
- Service-Disabled Veteran Owned Small Business
- MBE
- DBE
- OBE
- SLBE
- WOSB
- SDVOSB
- Certified Woman Business Enterprise
- Certified Disabled Veteran Business Enterprise
- Certified Emerging Local Business Enterprise
- Small Disadvantaged Business
- HUBZone Business
- WBE
- DVBE
- ELBE
- SDB
- HUBZone

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- City of San Diego
- California Public Utilities Commission
- State of California's Department of General Services
- State of California
- CITY
- CPUC
- CADOGS
- CA
- State of California Department of Transportation
- San Diego Regional Minority Supplier Diversity Council
- City of Los Angeles
- U.S. Small Business Administration
- CALTRANS
- SRMSDC
- LA
- SBA

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MACC Request for Qualifications (Rev. June 2014)
 Attachment D -- Form AA50 -- Design-Build Subcontractors and Suppliers Past Participation List
 Intelligent Cities Outdoor Lighting Retrofits

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



America's Finest City

THE CITY OF SAN DIEGO

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: WRCOG Regional Lighting Standards and Acquisition Support

TYPE OF PROJECT: Engineering and Consulting

DOLLAR VALUE OF PROJECT: \$642,352

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: <u>MRW & Associates</u> Address: <u>1814 Franklin St.</u> City: <u>Oakland</u> State: <u>CA</u> Zip: <u>94612</u> Phone: <u>510-834-0918</u> Email: <u>mlh@mrwassoc.com</u>	Vendor	N/A	Financial Consulting	\$17,200	N/A	N/A
Name: <u>Evari GIS</u> Address: <u>3311 Boundary St.</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92104</u> Phone: <u>858-633-6447</u> Email: <u>ari@sdgis.com</u>	Vendor	N/A	GIS Consultant	\$6,000	ELBE	City of San Diego

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- Certified Minority Business Enterprise
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- Other Business Enterprise
- Certified Small Local Business Enterprise
- Woman-Owned Small Business
- Service-Disabled Veteran Owned Small Business
- MBE
- DBE
- SLBE
- WOSB
- SDVOSB
- Certified Woman Business Enterprise
- Certified Disabled Veteran Business Enterprise
- Certified Emerging Local Business Enterprise
- Small Disadvantaged Business
- HUBZone Business
- WBE
- DVBE
- ELBE
- SDB
- HUBZone

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- CITY
- CPUC
- CADoGS
- CA
- State of California Department of Transportation
- San Diego Regional Minority Supplier Diversity Council
- City of Los Angeles
- U.S. Small Business Administration
- CALTRANS
- SRMSDC
- LA
- SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

MACC Request for Qualifications (Rev. June 2014)

Attachment D -- Form AA50 - Design-Build Subcontractors and Suppliers Past Participation List

Intelligent Cities Outdoor Lighting Retrofits

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



America's Finest City

THE CITY OF SAN DIEGO

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: Chula Vista LED Streetlight Conversion Phase I Residential

TYPE OF PROJECT: Design Build DOLLAR VALUE OF PROJECT: \$2,151,271

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>Visual Concepts</u> Address: <u>4655 Ruffner St., #220</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92111</u> Phone: <u>858-278-4503</u> Email: <u>kperez@visualconcepts-inc.com</u>	<u>Designer</u>	<u>N/A</u>	<u>Lighting Consulting</u>	<u>\$6,000</u>	<u>MBE</u>	<u>SBA</u>
Name: <u>Evari GIS</u> Address: <u>3311 Boundary St.</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92104</u> Phone: <u>858-633-6447</u> Email: <u>ari@sdbgis.com</u>	<u>Vendor</u>	<u>N/A</u>	<u>GIS Consulting</u>	<u>\$1,800</u>	<u>ELBE</u>	<u>City of San Diego</u>

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- Certified Minority Business Enterprise
- Certified Disadvantaged Business Enterprise
- Other Business Enterprise
- Certified Small Local Business Enterprise
- Woman-Owned Small Business
- Service-Disabled Veteran Owned Small Business
- MBE
- DBE
- OBE
- SLBE
- WOSB
- SDVOSB
- Certified Woman Business Enterprise
- Certified Disabled Veteran Business Enterprise
- Certified Emerging Local Business Enterprise
- Small Disadvantaged Business
- HUBZone Business
- WBE
- DVBE
- ELBE
- SDB
- HUBZone

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- City of San Diego
- California Public Utilities Commission
- State of California's Department of General Services
- State of California
- CITY
- CPUC
- CADoGS
- CA
- State of California Department of Transportation
- San Diego Regional Minority Supplier Diversity Council
- City of Los Angeles
- U.S. Small Business Administration
- CALTRANS
- SRMSDC
- LA
- SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



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THE CITY OF SAN DIEGO

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.
 NAME OF PROJECT: Chula Vista LED Streetlight Conversion Phase I Residential
 TYPE OF PROJECT: Design Build DOLLAR VALUE OF PROJECT: \$2,151,271

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>California Electric Supply</u> Address: <u>1011 Bay Blvd.</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91911</u> Phone: <u>619-427-2370</u> Email: <u>J_pewtress@cescv.com</u>	Supplier	N/A	Materials	\$1,328,000	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WOSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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MACC Request for Qualifications (Rev. June 2014)
 Attachment D -- Form AA50 - Design-Build Subcontractors and Suppliers Past Participation List:
 Intelligent Cities Outdoor Lighting Retrofits

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



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THE CITY OF SAN DIEGO

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: Citywide Induction Streetlight Replacement Project - City of San Diego

TYPE OF PROJECT: Design Build DOLLAR VALUE OF PROJECT: \$15,809,804

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]
Name: <u>2 Veterans International LLC</u> Address: <u>P.O. Box 893005</u> City: <u>Temecula</u> State: <u>CA</u> Zip: <u>92589</u> Phone: <u>951-440-3799</u> Email: <u>scott.stanco@2veteransinternational.com</u>	Supplier	N/A	Materials	\$545,452	SDVOSB	SBA
Name: <u>California Electric Supply</u> Address: <u>P.O. Box 509079</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92150</u> Phone: <u>619-258-1163</u> Email: <u>J.pewtfress@cescv.com</u>	Supplier	N/A	Materials	\$3,672,918	N/A	N/A

ⓐ As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- Certified Minority Business Enterprise
- Certified Disadvantaged Business Enterprise
- Other Business Enterprise
- Certified Small Local Business Enterprise
- Woman-Owned Small Business
- Service-Disabled Veteran Owned Small Business
- MBE
- DBE
- OBE
- SLBE
- WOSB
- SDVOSB
- Certified Women Business Enterprise
- Certified Disabled Veteran Business Enterprise
- Certified Emerging Local Business Enterprise
- Small Disadvantaged Business
- HUBZone Business
- WBE
- DVBE
- ELBE
- SDB
- HUBZone

ⓑ As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- City of San Diego
- California Public Utilities Commission
- State of California's Department of General Services
- State of California
- CITY
- CPUC
- CADoGS
- CA
- State of California Department of Transportation
- San Diego Regional Minority Supplier Diversity Council
- City of Los Angeles
- U.S. Small Business Administration
- CALTRANS
- SRMSDC
- LA
- SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



America's Finest City

THE CITY OF SAN DIEGO

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: Citywide Induction Streetlight Replacement Project - City of San Diego

TYPE OF PROJECT: Design Build DOLLAR VALUE OF PROJECT: 15,809,804

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB ¹	WHERE CERTIFIED ²
Name: <u>Ewing ES</u> Address: <u>8 Prestige Circle</u> City: <u>Allen</u> State: <u>TX</u> Zip: <u>75002</u> Phone: <u>800-394-6496</u> Email: <u>kathyc@ewinges.com</u>	Supplier	N/A	Materials	\$817,768	DBE, MBE	SBA
Name: <u>Evari GIS</u> Address: <u>3311 Boundary</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92104</u> Phone: <u>858-633-6447</u> Email: <u>ari@sdgis.com</u>	Vendor	N/A	GIS Consultant	\$222,579	ELBE	City of San Diego

¹ As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WOSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

² As appropriate, Design-Builder shall indicate if Subcontractor or Supplier is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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MACC Request for Qualifications (Rev. June 2014)

Attachment D -- Form AA50 -- Design-Build Subcontractors and Suppliers Past Participation List

Intelligent Cities Outdoor Lighting Retrofits

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



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THE CITY OF SAN DIEGO

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: Citywide Induction Streetlight Replacement Project - City of San Diego

TYPE OF PROJECT: Design Build DOLLAR VALUE OF PROJECT: 15,809,804

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, or SDVOSB ²	WHERE CERTIFIED ²
Name: <u>Global Access Supply</u> Address: <u>1671 E. 28th Street</u> City: <u>Signal Hill</u> State: <u>CA</u> Zip: <u>90755</u> Phone: <u>310-741-7229</u> Email: <u>GlobalAccessSup@aol.com</u>	Supplier	N/A	Materials	\$1,105,709	Hubzone	SBA
Name: <u>Johnson Electric</u> Address: <u>8871 Troy St.</u> City: <u>Spring Valley</u> State: <u>CA</u> Zip: <u>91977</u> Phone: <u>619-549-1421</u> Email: <u>andre@mjohnsonelectric.com</u>	Supplier	N/A	Materials	\$817,834	DBE, MBE	SBA

¹ As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

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- Other Business Enterprise
- Certified Small Local Business Enterprise
- Woman-Owned Small Business
- Service-Disabled Veteran Owned Small Business
- SDVOSB
- MBE
- DBE
- OBE
- SLBE
- WOSB
- SDVOSB
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- Certified Emerging Local Business Enterprise
- Small Disadvantaged Business
- HUBZone Business
- HUBZone
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- DVBE
- ELBE
- SDB
- HUBZone

² As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- City of San Diego
- California Public Utilities Commission
- State of California's Department of General Services
- State of California
- CITY
- CPUC
- CADoGS
- CA
- State of California's Department of Transportation
- San Diego Regional Minority Supplier Diversity Council
- City of Los Angeles
- U.S. Small Business Administration
- CALTRANS
- SRMSDC
- LA
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MACC Request for Qualifications (Rev. June 2014)
 Attachment D -- Form AA50 -- Design-Build Subcontractors and Suppliers Past Participation List
 Intelligent Cities Outdoor Lighting Retrofits

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



America's Finest City

THE CITY OF SAN DIEGO

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: Citywide Induction Streetlight Replacement Project - City of San Diego

TYPE OF PROJECT: Design Build DOLLAR VALUE OF PROJECT: \$15,809,804

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB [®]	WHERE CERTIFIED [®]
Name: <u>Triad Marketing</u> Address: <u>8 Prestige Circle</u> City: <u>Allen</u> State: <u>TX</u> Zip: <u>75002</u> Phone: <u>800-394-6496</u> Email: <u>kathyc@ewinges.com</u>	Supplier	N/A	Materials	\$542,053	SDVOSB	SBA
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WOSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Design-Builder shall indicate if Subcontractor or Supplier is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

MACC Request for Qualifications (Rev. June 2014)
 Attachment D -- Form AA50 -- Design-Build Subcontractors and Suppliers Past Participation List
 Intelligent Cities Outdoor Lighting Retrofits

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



America's Finest City

THE CITY OF SAN DIEGO

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: Chula Vista LED Streetlight Conversion Phase II Commercial

TYPE OF PROJECT: Design Build

DOLLAR VALUE OF PROJECT: \$2,347,822

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>SYSKA Hennessey</u> Address: <u>9665 Granite Ridge Dr. #110</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>858-244-0360</u> Email: <u>Paul.Ericson@stantec.com</u>	<u>Designer</u>	<u>Paul Ericson</u> <u>P.E.</u> <u>E11219</u> <u>Exp. 6/30/17</u>	<u>Engineering</u>	<u>\$24,510</u>	<u>N/A</u>	<u>N/A</u>
Name: <u>California Electric Supply</u> Address: <u>1011 Bay Blvd.</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91911</u> Phone: <u>619-427-2370</u> Email: <u>J.pewtress@cescv.com</u>	<u>Supplier</u>	<u>N/A</u>	<u>Materials</u>	<u>\$1,775,280</u>	<u>N/A</u>	<u>N/A</u>

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | D/VBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WOSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

MACC Request for Qualifications (Rev. June 2014)
 Attachment D -- Form AASC - Design-Build Subcontractors and Suppliers Past Participation List
 Intelligent Cities Outdoor Lighting Retrofits

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



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THE CITY OF SAN DIEGO

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: Oceanside Citywide HPS to LED Conversion Project

TYPE OF PROJECT: Design Build

DOLLAR VALUE OF PROJECT: \$5,771,184

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB [Ⓞ]	WHERE CERTIFIED [Ⓞ]
Name: <u>California Electric Supply</u> Address: <u>P.O. Box 509079</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92150</u> Phone: <u>619-258-1163</u> Email: <u>J.pewtress@cescv.com</u>	<u>Supplier</u>	<u>N/A</u>	<u>Materials</u>	<u>\$3,887,846</u>	<u>N/A</u>	<u>N/A</u>
Name: <u>Evvari GIS</u> Address: <u>3311 Boundary St.</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92104</u> Phone: <u>858-633-6447</u> Email: <u>ari@sdgis.com</u>	<u>Vendor</u>	<u>N/A</u>	<u>GIS Consultant</u>	<u>\$10,800</u>	<u>ELBE</u>	<u>City of San Diego</u>

Ⓞ As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- Certified Minority Business Enterprise
- Certified Disadvantaged Business Enterprise
- Other Business Enterprise
- Certified Small Local Business Enterprise
- Woman-Owned Small Business
- Service-Disabled Veteran Owned Small Business
- MBE
- DBE
- OBE
- SLBE
- WOSB
- SDVOSB
- Certified Woman Business Enterprise
- Certified Disabled Veteran Business Enterprise
- Certified Emerging Local Business Enterprise
- Small Disadvantaged Business
- HUBZone Business
- WBE
- DVBE
- ELBE
- SDB
- HUBZone

Ⓞ As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- City of San Diego
- California Public Utilities Commission
- State of California's Department of General Services
- State of California
- CITY
- CPUC
- CADoGS
- CA
- State of California Department of Transportation
- San Diego Regional Minority Supplier Diversity Council
- City of Los Angeles
- U.S. Small Business Administration
- CALTRANS
- SRMSDC
- LA
- SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

MACC Request for Qualifications (Rev. June 2014)
 Attachment D -- Form AA50 -- Design-Build Subcontractors and Suppliers Past Participation List
 Intelligent Cities Outdoor Lighting Retrofits

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



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THE CITY OF SAN DIEGO

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: Oceanside Citywide HPS to LED Conversion Project

TYPE OF PROJECT: Design Build

DOLLAR VALUE OF PROJECT: \$5,771,184

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>Sparling</u> Address: <u>4100 194th St. SW</u> City: <u>LynWood</u> State: <u>WA</u> Zip: <u>98036</u> Phone: <u>800-567-0610</u> Email: <u>Paul.Ericson@stantec.com</u>	Designer	N/A	Lighting Design	\$50,350	N/A	N/A
Name: <u>Stan Tec Consulting</u> Address: <u>13980 Collections Ctr. Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60693</u> Phone: <u>312-262-2300</u> Email: <u>Paul.Ericson@stantec.com</u>	Designer	N/A	Lighting Design	\$13,900	N/A	N/A

Ⓞ As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- Certified Minority Business Enterprise
- Certified Disadvantaged Business Enterprise
- Other Business Enterprise
- Certified Small Local Business Enterprise
- Woman-Owned Small Business
- Service-Disabled Veteran Owned Small Business
- MBE
- DBE
- OBE
- SLBE
- WOSB
- SDVOSB
- Certified Woman Business Enterprise
- Certified Disabled Veteran Business Enterprise
- Certified Emerging Local Business Enterprise
- Small Disadvantaged Business
- HUBZone Business
- WBE
- DVBE
- ELBE
- SDB
- HUBZone

Ⓣ As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- City of San Diego
- California Public Utilities Commission
- State of California's Department of General Services
- State of California
- CITY
- CPUC
- CADoGS
- CA
- State of California Department of Transportation
- San Diego Regional Minority Supplier Diversity Council
- City of Los Angeles
- U.S. Small Business Administration
- CALTRANS
- SRMSDC
- LA
- SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

MACC Request for Qualifications (Rev. June 2014)
 Attachment D -- Form AA50 -- Design-Build Subcontractors and Suppliers Past Participation List
 Intelligent Cities Outdoor Lighting Retrofits

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



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DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.
 NAME OF PROJECT: Decorative Post Top Replacement Project - City of San Diego
 TYPE OF PROJECT: Design Build DOLLAR VALUE OF PROJECT: \$6,399,935

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [®]	WHERE CERTIFIED [®]
Name: <u>California Electric Supply</u> Address: <u>P.O. Box 509079</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92150</u> Phone: <u>619-258-1163</u> Email: <u>J_pewtress@cescv.com</u>	Supplier	N/A	Materials	\$3,431,415	N/A	N/A
Name: <u>Design Services, Inc.</u> Address: <u>501 Fillmore Court</u> City: <u>Davis</u> State: <u>CA</u> Zip: <u>95616</u> Phone: <u>503-519-9631</u> Email: <u>ibenya@benya-burnett.com</u>	Designer	N/A	Lighting Design	\$7,169	N/A	N/A

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- Certified Minority Business Enterprise
- Certified Disadvantaged Business Enterprise
- Other Business Enterprise
- Certified Small Local Business Enterprise
- Woman-Owned Small Business
- Service-Disabled Veteran Owned Small Business
- MBE
- DBE
- OBE
- SLBE
- WoSB
- SDVOSB
- Certified Woman Business Enterprise
- Certified Disabled Veteran Business Enterprise
- Certified Emerging Local Business Enterprise
- Small Disadvantaged Business
- HUBZone Business
- WBE
- DVBE
- ELBE
- SDB
- HUBZone

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- City of San Diego
- California Public Utilities Commission
- State of California's Department of General Services
- State of California
- CITY
- CPUC
- CADoGS
- CA
- State of California Department of Transportation
- San Diego Regional Minority Supplier Diversity Council
- City of Los Angeles
- U.S. Small Business Administration
- CALTRANS
- SRMSDC
- LA
- SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



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THE CITY OF SAN DIEGO

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: Decorative Post Top Replacement Project - City of San Diego

TYPE OF PROJECT: Design Build DOLLAR VALUE OF PROJECT: \$6,399,935

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>Eco-Worx, Inc.</u> Address: <u>6900 Gateway East</u> City: <u>El Paso</u> State: <u>TX</u> Zip: <u>79915</u> Phone: <u>915-633-1411</u> Email: <u>sales@ecoworxinc.com</u>	Supplier	N/A	Materials	\$199,970	MBE	SBA
Name: <u>Evari GIS</u> Address: <u>3311 Boundary St.</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92104</u> Phone: <u>858-633-6447</u> Email: <u>ari@sdbgis.com</u>	Vendor	N/A	GIS Consultant	\$31,100	ELBE	City of San Diego

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- Certified Minority Business Enterprise
- Certified Disadvantaged Business Enterprise
- Other Business Enterprise
- Certified Small Local Business Enterprise
- Woman-Owned Small Business
- Service-Disabled Veteran Owned Small Business
- MBE
- DBE
- OBE
- SLBE
- WOSB
- SDVOSB
- Certified Woman Business Enterprise
- Certified Disabled Veteran Business Enterprise
- Certified Emerging Local Business Enterprise
- Small Disadvantaged Business
- HUBZone Business
- WBE
- DVBE
- ELBE
- SDB
- HUBZone

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- City of San Diego
- California Public Utilities Commission
- State of California's Department of General Services
- State of California
- CITY
- CFUC
- CADoGS
- CA
- State of California Department of Transportation
- San Diego Regional Minority Supplier Diversity Council
- City of Los Angeles
- U.S. Small Business Administration
- CALTRANS
- SRMSDC
- LA
- SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

MACC Request for Qualifications (Rev. June 2014)
 Attachment D -- Form AASO - Design-Build Subcontractors and Suppliers Past Participation List
 Intelligent Cities Outdoor Lighting Retrofits

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



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THE CITY OF SAN DIEGO

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: Decorative Post Top Replacement Project - City of San Diego

TYPE OF PROJECT: Design Build DOLLAR VALUE OF PROJECT: \$6,399,935

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB [®]	WHERE CERTIFIED [®]
Name: <u>Hubzone Doors</u> Address: <u>453 N. Douglas Ave.</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92020</u> Phone: <u>619-585-6010</u> Email: <u>ashley@hubzonedoors.com</u>	Supplier	N/A	Materials	\$257,673	Hubzone	SBA
Name: <u>Virteck Company</u> Address: <u>P.O. Box 71</u> City: <u>Sun City</u> State: <u>CA</u> Zip: <u>92588</u> Phone: <u>951-741-9297</u> Email: <u>virgal@virteckcompany.com</u>	Supplier	N/A	Materials	\$257,253	SDVOSB	SBA

As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- Certified Minority Business Enterprise
- Certified Disadvantaged Business Enterprise
- Other Business Enterprise
- Certified Small Local Business Enterprise
- Woman-Owned Small Business
- Service-Disabled Veteran Owned Small Business
- MBE
- DBE
- OBE
- SLBE
- WOSB
- SDVOSB
- Certified Woman Business Enterprise
- Certified Disabled Veteran Business Enterprise
- Certified Emerging Local Business Enterprise
- Small Disadvantaged Business
- HUBZone Business
- WBE
- DVBE
- ELBE
- SDB
- HUBZone

As appropriate, Design-Builder shall indicate if Subcontractor or Supplier is certified by:

- City of San Diego
- California Public Utilities Commission
- State of California's Department of General Services
- State of California
- CITY
- CPUC
- CADoGS
- CA
- State of California Department of Transportation
- San Diego Regional Minority Supplier Diversity Council
- City of Los Angeles
- U.S. Small Business Administration
- CALTRANS
- SRMSDC
- LA
- SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



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THE CITY OF SAN DIEGO

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: Decorative Post Top Replacement Project - City of San Diego

TYPE OF PROJECT: Design Build DOLLAR VALUE OF PROJECT: \$6,399,935

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB [®]	WHERE CERTIFIED [®]
Name: <u>RBNS</u> Address: <u>3855 Main St.</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91911</u> Phone: <u>619-425-2488</u> Email: <u>brendafuentes@cox.net</u>	Supplier	N/A	Materials	\$430,053	WOSB	SAM
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- Certified Minority Business Enterprise
- Certified Disadvantaged Business Enterprise
- Other Business Enterprise
- Certified Small Local Business Enterprise
- Woman-Owned Small Business
- Service-Disabled Veteran Owned Small Business
- MBE
- DBE
- OBE
- SLBE
- WOSB
- SDVOSB
- Certified Woman Business Enterprise
- Certified Disabled Veteran Business Enterprise
- Certified Emerging Local Business Enterprise
- Small Disadvantaged Business
- HUBZone Business
- WBE
- DVBE
- ELBE
- SDB
- HUBZone

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- City of San Diego
- California Public Utilities Commission
- State of California's Department of General Services
- State of California
- CITY
- CPUC
- CADoGS
- CA
- State of California Department of Transportation
- San Diego Regional Minority Supplier Diversity Council
- City of Los Angeles
- U.S. Small Business Administration
- CALTRANS
- SRMSDC
- LA
- SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

MACC Request for Qualifications (Rev. June 2014)
 Attachment D -- Form AASC - Design-Build Subcontractors and Suppliers Past Participation List
 Intelligent Cities Outdoor Lighting Retrofits

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



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THE CITY OF SAN DIEGO

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: Carlsbad Post Top Replacement Project

TYPE OF PROJECT: Design Build DOLLAR VALUE OF PROJECT: \$209,678

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB [®]	WHERE CERTIFIED [®]
Name: <u>California Electric Supply</u> Address: <u>1101 Bay Blvd.</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91911</u> Phone: <u>619-427-2370</u> Email: <u>J_pewtress@cescv.com</u>	Supplier	N/A	Materials	\$162,951	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- Certified Minority Business Enterprise
- Certified Disadvantaged Business Enterprise
- Other Business Enterprise
- Certified Small Local Business Enterprise
- Woman-Owned Small Business
- Service-Disabled Veteran Owned Small Business
- MBE
- DBE
- OBE
- SLBE
- WOSB
- SDVOSB
- Certified Woman Business Enterprise
- Certified Disabled Veteran Business Enterprise
- Certified Emerging Local Business Enterprise
- Small Disadvantaged Business
- HUBZone Business
- WBE
- DVBE
- ELBE
- SDB
- HUBZone

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- City of San Diego
- California Public Utilities Commission
- State of California's Department of General Services
- State of California
- CITY
- CPUC
- CADoGS
- CA
- State of California Department of Transportation
- San Diego Regional Minority Supplier Diversity Council
- City of Los Angeles
- U.S. Small Business Administration
- CALTRANS
- SRMSDC
- LA
- SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



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THE CITY OF SAN DIEGO

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: City of San Marcos LED Replacement Project

TYPE OF PROJECT: Design Build DOLLAR VALUE OF PROJECT: \$1,049,332

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>California Electric Supply</u> Address: <u>P.O. Box 509079</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92150</u> Phone: <u>619-258-1163</u> Email: <u>J_pewtress@cescv.com</u>	Supplier	N/A	Materials	\$629,800	N/A	N/A
Name: <u>Evari GIS</u> Address: <u>3311 Broadway St</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92104</u> Phone: <u>858-633-6447</u> Email: <u>ari@sdgis.com</u>	Vendor		GIS Consultant	\$8,574	ELBE	City of San Diego

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- Certified Minority Business Enterprise
- Certified Disadvantaged Business Enterprise
- Other Business Enterprise
- Certified Small Local Business Enterprise
- Woman-Owned Small Business
- Service-Disabled Veteran Owned Small Business
- MBE
- DBE
- OBE
- SLBE
- WoSB
- SDVOSB
- Certified Woman Business Enterprise
- Certified Disabled Veteran Business Enterprise
- Certified Emerging Local Business Enterprise
- Small Disadvantaged Business
- HUBZone Business
- WBE
- DVBE
- ELBE
- SDB
- HUBZone

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- City of San Diego
- California Public Utilities Commission
- State of California's Department of General Services
- State of California
- CITY
- CPUC
- CADoGS
- CA
- State of California Department of Transportation
- San Diego Regional Minority Supplier Diversity Council
- City of Los Angeles
- U.S. Small Business Administration
- CALTRANS
- SRMSDC
- LA
- SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

MACC Request for Qualifications (Rev. June 2014)
 Attachment D -- Form A450 - Design-Build Subcontractors and Suppliers Past Participation List
 Intelligent Cities Outdoor Lighting Retrofits

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



America's Finest City

THE CITY OF SAN DIEGO

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: City of San Marcos LED Replacement Project

TYPE OF PROJECT: Design Build

DOLLAR VALUE OF PROJECT: \$1,049,332

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [Ⓞ]	WHERE CERTIFIED [Ⓞ]
Name: <u>Sparling</u> Address: <u>4100 194th St. SW</u> City: <u>Lynwood</u> State: <u>WA</u> Zip: <u>98036</u> Phone: <u>800-567-0610</u> Email: <u>Paul.Ericson@stantec.com</u>	<u>Designer</u>	<u>N/A</u>	<u>Lighting Design</u>	<u>\$17,500</u>	<u>N/A</u>	<u>N/A</u>
Name: <u>StanTec Consulting</u> Address: <u>13980 Collections Ctr. Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60693</u> Phone: <u>312-262-2300</u> Email: <u>Paul.Ericson@stantec.com</u>	<u>Designer</u>	<u>N/A</u>	<u>Lighting Design</u>	<u>\$1,175</u>	<u>N/A</u>	<u>N/A</u>

Ⓞ As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- Certified Minority Business Enterprise
- Certified Disadvantaged Business Enterprise
- Other Business Enterprise
- Certified Small Local Business Enterprise
- Woman-Owned Small Business
- Service-Disabled Veteran Owned Small Business
- MBE
- DBE
- OBE
- SLBE
- WoSB
- SDVOSB
- Certified Woman Business Enterprise
- Certified Disabled Veteran Business Enterprise
- Certified Emerging Local Business Enterprise
- Small Disadvantaged Business
- HUBZone Business
- WBE
- DVBE
- ELBE
- SDB
- HUBZone

Ⓞ As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- City of San Diego
- California Public Utilities Commission
- State of California's Department of General Services
- State of California
- CITY
- CPUC
- CADoGS
- CA
- State of California Department of Transportation
- San Diego Regional Minority Supplier Diversity Council
- City of Los Angeles
- U.S. Small Business Administration
- CALTRANS
- SRMSDC
- LA
- SBA

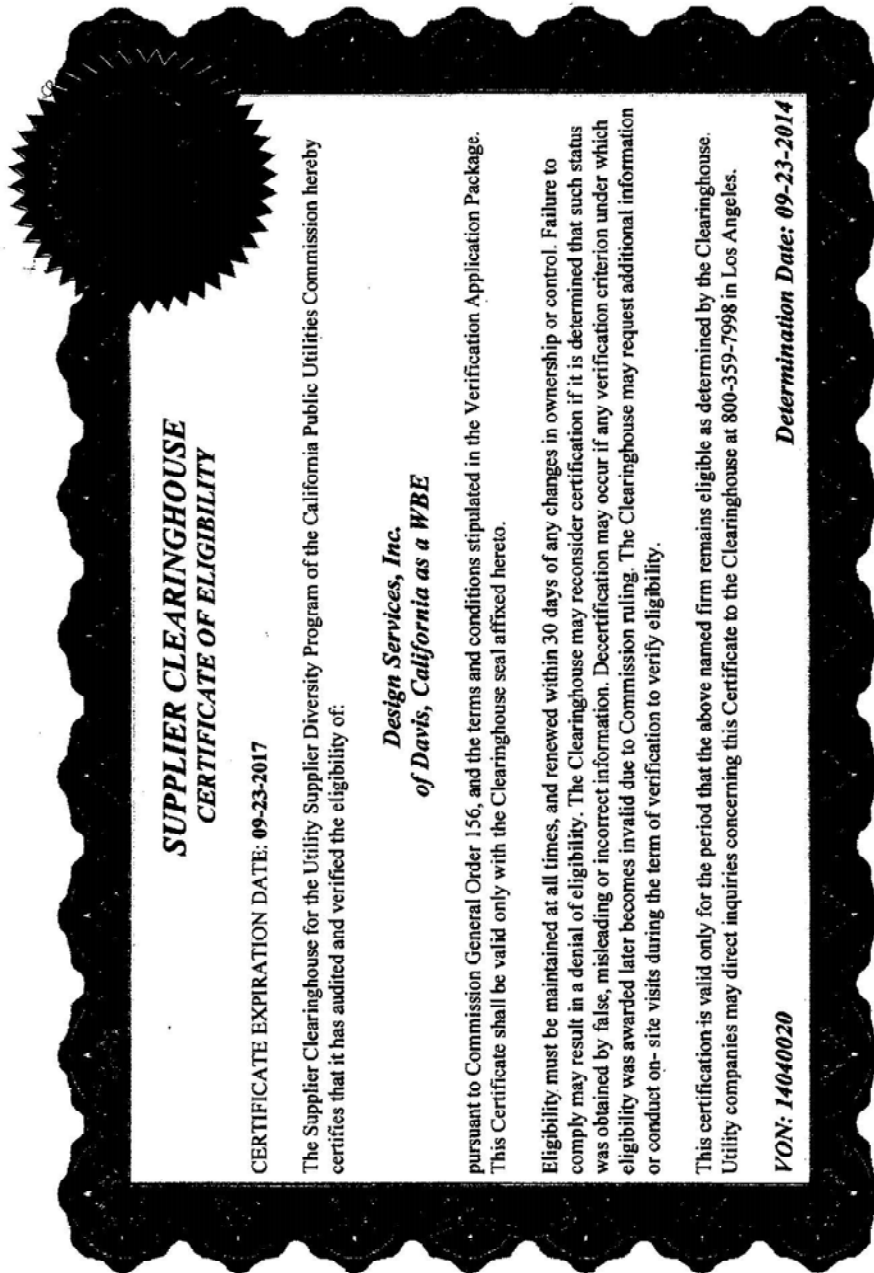
The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

MACC Request for Qualifications (Rev. June 2014)
 Attachment D – Form AA50 – Design-Build Subcontractors and Suppliers Past Participation List
 Intelligent Cities Outdoor Lighting Retrofits



Benya-Burnett Consultancy

Presented here are Benya-Burnett's certifications proving its status as required by the City's RFQ.





11/13/2016

https://certify.sba.gov/vendor_admin/dashboard

WOSB Self-Certification	11/14/2017	Active	Self Certified	
---	------------	--------	----------------	--

My documents

Document Name	Create Date	Status	Action
CURRENT awards and recognition 2012.pdf	11/14/2016	Active	View
WOSB Birth Cert Deborah Burnett.pdf	11/14/2016	Active	View
WOSB amendmetns and BY LAWS Design Services Inc Deborah Burnett.pdf	11/14/2016	Active	View
WOSB Amendment to Charter 1994.pdf	11/14/2016	Active	View
WOSB DSI By Laws.pdf	11/14/2016	Active	View

Welcome Deborah

Last logged in at 2016-11-13 23:26:31 UTC

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Your experience is important to us. Please email us at certify@sba.gov with comments or suggestions.

SBA.gov/contracting

WhiteHouse.gov

Regulations.gov

https://certify.sba.gov/vendor_admin/dashboard

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11/13/2016

https://certify.sba.gov/vendor_admin/dashboard

certify.

MENU

My business

DESIGN SERVICES, INC.

DBA:

DUNS: 130364938

CAGE: 6Y8B0

Mailing Address: 501 FILLMORE COURT

DAVIS, CA 95616-

Business Contact: DEBORAH BURNETT

Email: deborah@deborahburnett.com

Phone: 6153518337

Address: 728 SOUTH MAIN STREET SPRINGFIELD, TN 37172-2867

Corporate URL:

Current Programs:

WOSB Self-Certification

More details

Business Type: corp

DODAC:

Congressional District: 06

https://certify.sba.gov/vendor_admin/dashboard

1/4



Monrad Engineering

USER NAME:

PASSWORD:

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

[Entity Overview](#)

[Entity Registration](#)

- ▶ [Core Data](#)
- ▶ [Assertions](#)
- ▶ [Reps & Certs](#)
- ▶ [POCs](#)

[Exclusions](#)

- ▶ [Active Exclusions](#)
- ▶ [Inactive Exclusions](#)
- ▶ [Excluded Family Members](#)

RETURN TO SEARCH

MONRAD ENGINEERING INC

1926 E FORT LOWELL RD STE 200
TUCSON, AZ, 85719-2391,
UNITED STATES

DUNS: 118055664 CAGE Code: 41EP6

Status: Active

Expiration Date: 07/06/2017
Purpose of Registration: All Awards

Review Core Data

Current Record

DUNS Number: 118055664
D&B Legal Business Name: MONRAD ENGINEERING INC
Doing Business As: (none)

[\[Expand All\]](#) | [\[Collapse All\]](#)

Business & TIN Information:

Business Information:

Business Start Date:	11/30/1982
Fiscal Year End Close Date:	12/31
Company Division Name:	
Company Division Number:	
Corporate URL:	http://www.monradengineeringinc.com/
Congressional District:	AZ 02
Initial Registration Date:	06/24/2005
Submission Date:	07/06/2016
Activation Date:	07/06/2016
Expiration Date:	07/06/2017

Physical Address:

Address Line 1:	1926 E FORT LOWELL RD STE 200
City:	TUCSON
State/Province:	AZ
Country:	UNITED STATES
ZIP/Postal Code:	85719 - 2391

Mailing Address:

Address Line 1:	1926 EAST FORT LOWELL ROAD, SUITE 200
Address Line 2:	
City:	TUCSON
State/Province:	AZ
Country:	UNITED STATES
ZIP/Postal Code:	85719 - 2391

CAGE/NCAGE Code

CAGE: 41EP6

Does this entity have an Immediate Owner? No

Does this entity have any Predecessors? No

General Information

Doing Business As: (none)

Country of Incorporation: UNITED STATES

State of Incorporation: AZ

Correspondence Flag:

Business Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the [SBA's Dynamic Small Business Search](#) if

STATEMENT OF QUALIFICATIONS
MACC Contracts for Intelligent Cities Outdoor
Lighting Retrofits



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the entity completed the SBA Supplemental Pages during registration.

Entity Structure

Corporate Entity (Not Tax Exempt)

Profit Structure

For Profit Organization

Business Types

Hispanic American Owned

Minority Owned Business

Entity Type

Business or Organization

Purpose of Registration

All Awards

DOT Certifications

DOT Certified DBE

Financial Information

Do you accept credit cards as a method of payment? No

Account Details:

CAGE Code: 41EP6

Electronic Funds Transfer:

Automated Clearing House (ACH):

Executive Compensation Questions

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to Proceedings questions in accordance with FAR 52.209-7, FAR 52.209-8, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Information Opt-Out

I authorize my entity's information to be displayed in SAM's Public Search: Yes

SAM | System for Award Management 1.0

IBM v1 P.48.20160624-1124

WWW4

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





Compass Rose GIS



The Supplier Clearinghouse

10100 Pioneer Blvd, Suite 103
Santa Fe Springs, CA 90670
Phone (800) 359-7998
Fax (888) 549-3803
info@thesupplierclearinghouse.com
www.thesupplierclearinghouse.com

October 28, 2016

RE: Notice of Verification & Certification

Melisa Caric Lee
COMPASS ROSE GIS
461 Ernest Ct
OCEANSIDE, CA 92056

Supplier Clearinghouse Verification Order Number: 16000986

Congratulations, the Supplier Clearinghouse is pleased to inform you that in accordance with General Order 156, your business enterprise has successfully completed the verification process, and your company has received the following certification: **Women Business Enterprise (WBE)**.

Your company will now be recognized by the Joint Utilities as a Women Business Enterprise (WBE) when competing for procurements by public utilities participating in the Utility Supplier Diversity Program.

Your certification is valid for three years and you are required to re-verify your company's certified status at least 30 days prior to October 27, 2019. Please notify our office of any change in your address or contact information so that we can maintain your most current contact information. You must notify our office of any change in ownership and/or control of your company within 30 days of the change. Failure to provide that notification is in violation of section 8285 of the Public Utilities Code and could render your certification status invalid.

The Supplier Clearinghouse may request additional information or conduct an on-site visit at any time during the term of your verified certification status. The Supplier Clearinghouse may reconsider your certification status and possibly rule invalid your verified status if it is determined that the status was knowingly obtained by false, misleading and/or incorrect information. Also note that if in a formal opinion, the California Public Utilities Commission determines that the WMBE verification criteria under which you were deemed eligible is no longer valid, then your status may change or you may be required to comply with the change to maintain eligibility.

Thank you for participating in the Utility Supplier Diversity program. We wish you much success in your business endeavors. Feel free to contact our office if you have questions, or visit our website at www.thesupplierclearinghouse.com.

The Supplier Clearinghouse

STATEMENT OF QUALIFICATIONS
 MACC Contracts for Intelligent Cities Outdoor
 Lighting Retrofits



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9/9/2016

Prism Jurisdiction

Last login time: 11/05/2014 01:42 PM ET
 Welcome, Melisa Caric Lee! [Log-off](#)

City of San Diego

Compass Rose GIS

Company Information

Name: Compass Rose GIS
 Phone: 619-884-8608
 Fax:
 URL:
 Market Area:
 Business Unit:
 Date Established:
 No. of Employees: 0
 Race/Ethnicity: Caucasian American
 Gender: Female

Contact Information
 Name: Melisa Caric Lee
 Phone: 619-884-8608
 Email: melisa@compassrosegis.com
 Primary Address: 461 Ernest Ct., Oceanside, CA, 92056

Certification Information

Agency	Certificate Type	Issued Date	Recertification Date	Expiration Date
City_of_San_Diego	ELBE	11/18/2014	11/18/2014	11/18/2016

Product/Service Description: Professional Services

Industries and Services Information

Industry	Service/Product
541 Professional, Scientific and Technical Services	541360 Geophysical Surveying and Mapping Services
541 Professional, Scientific and Technical Services	541370 Surveying and Mapping (except Geophysical) Services
541 Professional, Scientific and Technical Services	541690 Other Scientific and Technical Consulting Services
918 CONSULTING SERVICES	91800 CONSULTING SERVICES
918 CONSULTING SERVICES	91829 Computer Software Consulting
920 DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES	92000 DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
962 MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)	96252 Mapping Services (Including Cartography and Surveying Services, Not Aerial)(See 920-33 for Digitized Mapping Services) and 905-10 for Aerial Mapping and Survey Services)

[<< Back to Company Search](#)



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Appendix 5

Contractor's Certification of Pending Actions

DESIGN-BUILDERS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: Southern Contracting Company

Certified By Philip E. Waterman Title President

Name
 Signature Date 11/07/2016

USE ADDITIONAL FORMS AS NECESSARY



Appendix 6

Southern Contracting Change Order History -- Projects Completed Within Last Three Years

Below is a list of the change order history of the major projects completed by Southern in the past three years. On 100% of these projects, the cause of the additional work was directed or caused by the Project Owner.



Southern Contracting Company
 3 Year Historical Changes to Jobs

Job #	Job Name	Original Contract	Change Orders	# of Change Orders	Adjusted Contract	% of Change Order
98691	Camp Pendleton Replace HID/CFL	\$1,574,828.00	\$62,835.00	1	\$1,637,663.00	4%
98701	Install EM Generator	\$615,900.00	\$36,076.00	2	\$651,976.00	6%
98731	Carbon Canyon WRF	\$1,208,000.00	\$91,793.07	2	\$1,299,793.07	7%
98741	Leo Vander Lans WTP	\$6,738,000.00	\$37,084.47	15	\$6,775,084.47	1%
98881	Ladera Ranch Pump Station	\$476,500.00	\$5,724.00	1	\$482,224.00	1%
98961	Coachella WRF 4&7	\$3,490,800.00	\$118,927.97	11	\$3,609,727.97	3%
98971	Paso Robles WTP	\$4,961,121.00	\$868,356.93	21	\$5,829,477.93	15%
98991	UCR Electrical Dist System	\$486,800.00	\$18,085.39	1	\$504,885.39	4%
99001	Pyrite Canyon Treatment Facility	\$4,100,000.00	\$1,562,674.73	21	\$5,662,674.73	28%
99161	TOVWTP Improvements	\$648,000.00	\$349,757.37	6	\$997,757.37	35%
99241	Belt Conveyor Upgrades	\$577,500.00	\$68,989.39	4	\$646,489.39	11%
99302	Palomar Station PH 1&2	\$310,283.00	\$48,332.60	6	\$358,615.60	13%
99361	Diemer Water Treatment Improvements	\$11,110,000.00	\$198,701.10	7	\$11,308,701.10	2%
99371	Gobernadora Multi Purpoer Basin	\$521,800.00	\$337,437.35	11	\$859,237.35	39%
99401	Solana Beach Pump Station	\$341,082.00	\$36,750.00	3	\$377,832.00	10%
99431	Oceanside Citywide LED Conversion Project	\$4,593,192.75	\$1,177,991.54	2	\$5,771,184.29	20%
99441	San Diego Post Top Pedestrian ST Light	\$5,243,730.00	\$1,156,205.00	6	\$6,399,935.00	18%
99481	Sycamore Subatation	\$521,126.00	\$0.00	0	\$521,126.00	0%
99621	Highlift Pump Station	\$347,000.00	\$29,469.13	1	\$376,469.13	8%
99851	Stanley Middle School 12Kv	\$850,500.00	\$17,171.00	1	\$867,671.00	2%
99861	8th Street Pump Station	\$376,300.00	\$113,972.25	5	\$490,272.25	23%
99891	Substation Microwave	\$1,625,774.00	\$1,038,799.00	5	\$2,664,573.00	39%
99941	Group 2 Pressure Reducing	\$317,250.00	\$27,180.11	1	\$344,430.11	8%
100172	Bear Valley Pkwy Widening	\$1,125,140.00	\$144,483.00	9	\$1,269,623.00	11%
100231	Joint Water PCP Switchboard	\$3,404,670.00	\$228,497.81	5	\$3,633,167.81	6%
100252	Kaiser SD Central Demo	\$336,897.00	\$212,889.29	2	\$549,786.29	39%
100266	SKIC 20 Solar	\$553,450.00	\$90,285.00	4	\$643,735.00	14%
100281	Palm Desert Water Reclamation	\$1,597,000.00	\$245,254.91	12	\$1,842,254.91	13%
100341	Otay Mesa Substation	\$1,026,792.00	\$0.00	0	\$1,026,792.00	0%
100401	San Marcos City Wide StreetLight LED	\$1,001,339.00	\$47,992.84	3	\$1,049,331.84	5%
100426	First Solar ISECW Collection	\$1,461,200.00	\$36,825.00	3	\$1,498,025.00	2%
100471	WRCOG Street Light	\$117,506.00	\$0.00	0	\$117,506.00	0%
100531	Victor Valley WRA	\$7,620,000.00	-\$1,621,411.61	5	\$5,998,588.39	-27%
100541	Escondido Streetlight	\$115,380.00	\$0.00	0	\$115,380.00	0%
100661	Peters Canyon Channel	\$585,000.00	\$43,089.00	4	\$628,089.00	7%
100831	MBC Chemical System Improv	\$1,114,000.00	\$46,861.95	3	\$1,160,861.95	4%
100971	Los Coches	\$2,291,765.00	-\$28,593.00	1	\$2,263,172.00	-1%
101101	WRCOG Street Light	\$550,000.00	\$92,352.00	0	\$642,352.00	14%
101181	MBC Odor Control	\$952,000.00	\$0.00	0	\$952,000.00	0%
101351	Southbay International WWTP	\$792,000.00	\$5,392.43	2	\$797,392.43	1%
101631	Carlsbad 140 LED Purchase	\$209,678.00	\$0.00	0	\$209,678.00	0%
101381	Temecula RWRF 23MG Expansion	\$8,595,100.00	\$13,800.00	1	\$8,608,900.00	0%



1. Addenda to this RFQ

Siemens acknowledges all addenda to this RFQ including: There are no addenda listed on the bidding site as of 11/11/2016 for this RFQ.

2. Identification of the Design-Builder

2.1 Legal name and address of company:

Siemens Industry, Inc., Intelligent Traffic Systems
9225 Bee Cave Rd
Building B, Suite 101
Austin, TX 78733

2.2 Legal form of company: Corporation

2.3 Year of establishment of entity: 1974

2.4 If company is subsidiary of a parent company, identify the parent Company: Siemens AG

2.5 Address of main office:

Siemens ITS
9225 Bee Cave Rd
Building B, Suite 101
Austin, TX 78733

Siemens Industry, Inc.
1000 Deerfield Parkway
Buffalo Grove, IL
60089

Siemens AG
Otto-Hahn-Ring 6
81739 Munich
Germany

2.6 Address of San Diego satellite office if applicable:

Siemens Industry, Inc.
1820 John Towers Ave, Ste A
El Cajon, CA 92020

10100 Willow Creek Rd
San Diego, CA 92131

2.7 Contact information for firm:

Alex Valenti, Account Manager
Alex.Valenti@Siemens.com
(415) 246-7257
8045 Terrace Drive
El Cerrito, CA 94530



2.8 *Number of employees in San Diego County:*
Siemens has 180 employees in San Diego County.

2.9 *Applicable License(s):*
Contractor's Licenses: B, C-10, A

- *City of San Diego Business License Number, including expiration date.*
B2001011331 Expiration 12/31/2016
- *State Contractor's License Number*
Contractor's License#758796
Expires on 02/28/2017
C-16 Fire Protection Contractor
B General Building Contractor
C-10 Electrical Contractor
A General Engineering Contractor
- *Professional Engineering/Architect License Number*
Clint Schuckel, Licensed Professional Engineer in the Commonwealth of Massachusetts
License Number: 45080
Expiration Date: 06/30/2018

2.10 *Contact concerning the SOQ.*
Alex Valenti, Account Manager
Alex.Valenti@Siemens.com
(415) 246-7257

8045errance Dr.
El Cerrito, CA 94530

3. Exceptions to this RFQ

Siemens takes no exceptions to this RFQ. Attachment C: Certification of Exceptions to the Request for Qualifications Documents can be found in our Attachments Section.



4. Executive Summary

The City has developed a very detailed request for qualifications concerning the design-build for Intelligent Cities Outdoor Lighting Retrofits. Siemens has included in our response all the required items and sections. Highlights of each section are included below.

<p>Experience and Technical Competence</p>	<p>Siemens has extensive experience and technical competence with LED conversion projects, having installed over 150,000 fixtures to date. Siemens has experience with projects involving adaptive controls and outdoor lighting- we have installed over 20,000 networked lighting control systems in the US and over 80,000 Globally. Intelligent Street Lighting is part of our standard business type for our Energy Services Group.</p> <p>Siemens’ history of reliable street light system design and component selection spans many years and multiple projects. The Siemens’ fixture selection approach is based on the perceived lumen methods, created by the Lawrence Berkley National Laboratory in July 1995. Our audit and design approach, developed in part by our Senior Energy Engineer, Richard O’Hearn, has been recognized by the IES Street and Area Lighting Conference.</p> <p>Siemens’ approach has allowed us to maximize energy savings for customers without sacrificing the quality of the lit environment. While energy savings is a driving factor for a system conversion, Siemens believes that a properly lit environment is as important as the energy & cost savings.</p> <p>Siemens experience with timelines, goals, and budgets is wide-ranging. We consistently complete our projects on time and in budget with no change orders in the last three years. At Siemens we understand that communication and quality control are critical to a well-managed and successful project.</p> <p>Siemens has provided references of similar projects including: San Mateo, CA, Huntington Beach CA, Cape Light Compact, MA, New Bedford, MA, and Providence, RI. These reference projects highlight our turnkey design build street lighting experience and expertise which highlights our competence in completing projects that are similar in scope and size to this project.</p>
<p>Proposed Method to Accomplish the Work</p>	<p>Siemens approach to project delivery minimizes risk, staff-time, and inconvenience on the part of the client. This approach encompasses the full scope of energy project services, including energy audit, construction management, implementation, measurement and verification, training, and when requested, savings guarantees, and arranging financing.</p> <p>Siemens offers the City of San Diego high quality design-build processes for energy efficient streetlight solutions. Including field inventory review, GIS data management, and unique lighting design methodologies. Design approach is inclusive of assessing lighting levels and associated factors regarding route classification, adjoining land use, pedestrian activity, high crime incidents and any other special considerations. In addition, Siemens utilizes geographic design,</p>



	<p>community design and standard one-for-one perceived lumen specification of LED fixture design.</p> <p>The Project Manager and Energy Engineer perform critical roles in the successful implementation and completion of this project. With responsibilities starting with planning and estimating and continuing with management and control through the implementation and customer acceptance.</p>
<p>Knowledge & Understanding of Local Environment</p>	<p>With an office in San Diego for over 40 years, the Siemens is highly skilled and appropriately equipped to lead this design build project. Having worked closely with the City on various projects for almost 6 years, the Siemens team is unequivocally the most experienced and qualified. Perhaps most importantly, the Siemens team has learned from our experiences, grown and recovered from our mistakes, and always stayed true to our commitment to support the City.</p> <p>Siemens currently maintains street lights and traffic signals for 105 municipalities in Southern California, including several in San Diego County. Using in-house resources Siemens successfully completed the City of San Diego General Requirements Contract (GRC) T11 Street Lighting and Traffic Signals. Under this contract, Siemens installed ground-up street lighting systems, modified intersections and installed lighted cross walks throughout San Diego.</p>
<p>Project Organization and Key Personnel</p>	<p>Bryan Berlin, Senior Project Manager: responsible for the overall project, maintaining the project budget, resources, and managing material purchasing. Mr. Berlin will build a detailed project plan, provide key management/supervisory responsibilities at the work site to coordinate, schedule, monitor, and report the work throughout the lifecycle of the project. Mr. Berlin will communicate on a continual basis to City personnel and anyone impacted by the project and authorized by the City to obtain such updates.</p> <p>Alex Valenti, Account Manager: the primary interface for all elements of the street light project. The responsibilities of the Account Manager include coordination with the project team, confirming project requirements with the City, monitoring milestones, and providing open communication with the customer. The Account Manager will address legal issues including all contract-related documents, assist in the transition from one phase of the project to the next, and ensure that all documentation is in order.</p> <p>Richard O’Hearn, Senior Energy Engineer: serves as the lead technical resource for street light design, energy analysis, tasks associated with billing adjustment requests, and utility rebate applications. He also completes technical assessments of the various vendor options on the customer’s behalf to provide objective analyses to inform the customer concerning tradeoffs between the upfront fixture cost and efficiency.</p> <p>Tim Kosman, Field Supervisor: supervision of field technicians, overseeing warehouse operations, communicating issues with scope and ensuring safety protocols. Mr. Kosman may also perform outdoor lighting installation work, dependant on the scope of the individual project.</p>





	<p>Siemens is well versed in the local laws, ordinances, regulations, policies, requirements, and permitting as Siemens has performed work for the City previously with the San Diego Street Lighting General Requirements Contract and has 180 employees who are residents of San Diego County. Siemens will be utilizing Local Labor Union 569 for additional lighting technicians.</p>
<p>Equal Employment and Contracting Information</p>	<p>Siemens takes great pride in its diversity in all its forms and is deeply committed to respecting and protecting the equal rights of all of our employees. Our company reflects all the communities we serve and the many people with whom we do business. Having a workforce drawn from all segments of society is both the right thing to do and a core part of our business strategy. It is inextricably linked to our productivity, product quality, revenue, and commercial success. Our goal is to create value on a daily basis for customers and society and the diversity of our employees is one of our greatest assets in achieving this goal.</p> <p>Siemens participates in the San Diego Chamber of Commerce, along with 18 other community organizations.</p>
<p>Financial Information and Arrangements</p>	<p>Siemens is not proposing a Joint Venture arrangement.</p>
<p>Change Order and Litigation</p>	<p>Siemens attempts to operate our outdoor lighting conversion projects without change orders. In the previous 3 years the only changes to the scope of work Siemens has performed are those that involve owner agreed upon adjustments, typically an increase or decrease in number of fixtures due to inventory discrepancies.</p>


Siemens’ goal is to ensure quality results through a project management approach that closely manages all aspects of the project, with a focus on communication, both within the project team and with the client, while ensuring projects are completed on time and within budget with quality workmanship. We have a wealth of experience managing and executing large construction projects, particularly energy efficiency lighting retrofits. We are confident our team can provide the expertise, quality metrics, and experience necessary to ensure the best outcome for this project for the City of San Diego.

5. Experience and Technical Competence

5.1 Design-Builder's experience in completing similar Design-Build efforts.


Customer/Project Name	 <p style="text-align: center;">San Mateo, CA Streetlight Retrofit</p>
Description	<ul style="list-style-type: none"> • LED conversion of 3,898 cobrahead fixtures and 1,038 decorative fixtures • Utility incentive management • GIS database creation and management
Type of Client	Public
Project Type	Conversion of HPS to LED fixtures
Total Value	\$3,000,000.00
Customer Contact	Jay Yu
Phone Number	650-522-7320
Email	jyu@cityofsanmateo.org
Address	330 West 20 th Ave San Mateo, CA 94403


Customer/Project Name	 <p style="text-align: center;">Huntington Beach Street Lighting Conversion</p>
Description	<ul style="list-style-type: none"> • IGA • Streetlight Retrofit of 12,000 fixtures from HPS to LED
Type of Client	Public
Project Type	Conversion of HPS to LED fixtures
Total Value	\$1,600,000.00
Customer Contact	Bob Stachelski
Phone Number	714-536-5523
Email	bstachelski@surf-city-hb.org
Address	2000 Main Street P.O. Box 190 Huntington Beach, CA 92648

Customer/Project Name	 <p style="text-align: center;">New Bedford, MA LED Streetlight Retrofit</p>
Description	<ul style="list-style-type: none"> • LED Street Light Retrofit of ~16,000 fixtures • Reduce electricity and maintenance costs • Ensure aesthetic and public safety needs are met



	<ul style="list-style-type: none"> Oversee billing adjustments & rebate/incentive procedures
Type of Client	Public
Project Type	Conversion of HPS to LED fixtures
Total Value	\$5,200,000.00
Customer Contact	Scott Durkee
Phone Number	508-961-3014
Email	sdurkee@newbedford-ma.gov
Address	133 William St. New Bedford, MA 02740

Customer/Project Name	 <p style="text-align: center;">Cape Light Compact LED Streetlight Conversion</p>
Description	<p>LED streetlight changeover of 14,000 streetlights. Completed during a tight timeline, to be ready in time for the summer tourist season, while meeting the local needs the area's 21 communities. Financing was completed via a guaranteed energy savings performance contract.</p> <p>Implemented products and services:</p> <ul style="list-style-type: none"> Field service for LED streetlight changeover Ongoing maintenance contract for streetlights Cloud-based tool built to provide an inventory of all streetlights on the Cape & Vineyard
Type of Client	Public
Project Type	Conversion of HPS to LED fixtures
Total Value	\$6,000,000.00
Customer Contact	Kevin Galligan
Phone Number	508-375-6444
Email	kgalligan@galliganenergy.com
Address	3195 Main Street Barnstable, MA 02630

Customer/Project Name	 <p style="text-align: center;">Providence, RI LED Street Light Retrofit</p>
Description	<ul style="list-style-type: none"> LED Street Light Retrofit of ~16,800 fixtures Reduce electricity and maintenance costs Ensure aesthetic and public safety needs are met
Type of Client	Public
Project Type	Conversion of HPS to LED fixtures



Total Value	\$5,800,000.00
Customer Contact	Alan Sepe
Phone Number	401-421-7740
Email	asepe@providenceri.com
Address	Providence City Hall 25 Dorrance Street Providence, RI 02903

5.2 Design-Builder shall include design and build experience with energy retrofit projects covering lighting and networked controls.

Siemens is a full design-build partner with our customers, making sure to include our customers in the process along the way. The first step in our design process is the audit and research of the existing system and its surrounding characteristics. Our data collectors will use mobile devices as they traverse all public ways, identifying street light attributes, and comparing the data in the field with what is in the utility ledger.

During the audit Siemens’ Energy Engineers will reach out to local authorities – including police and municipal employees – who have local data and knowledge about “red flag” areas, which are characterized by unusual traffic and/or crime/vandalism patterns. These areas will receive a full in-depth analysis, including in most cases a photometric layout of the site, and compared with the Illumination Engineering Society (IES) best practices for that application. This could help identify lighting issues that could be causing the traffic and/or crime/vandalism concerns. Siemens will review the lighting calculations with the City, and provide solutions that can fall within the project or be kept as future improvements to that area.

Another design stage is one that involves improving the continuity of the lighting system. Over time a street light system can have inconsistencies with regards to wattages and lamp types. An example of this would be a residential street that is lit with (10) 50 HPS fixtures, but has (1) 250 MV fixture. Siemens (and the customer if they so chose) will identify and analyze these locations, and decide whether or not the existing outlier makes sense, or if the customer should replace it with another 50 HPS equivalent fixture. An online map will also be provided for the City to make their own comments or design changes under a fully collaborative process. These continuity improvements alone have historically generated an additional 2-5% in additional energy savings.

Lastly, Siemens identifies locations that would benefit from having a controls system, for additional energy savings. In most parts of the country, only a metered system will receive recognized savings from a controls platform that handles scheduled dimming. Through audit data and/or customer input, Siemens may identify metered systems (including covered and open parking facilities) where a controls system would make sense. This will be a separate section of a generated report, which will include the cost and benefits of installing a controls system for any/all fixtures that would see additional savings through this technology. The final IGA report will establish the scope of the project. It will include all of the improvements identified in the above steps, and associate a cost and benefit for each one.



5.2.1 Local Representation – Percentage of work force from San Diego County.

Approximately 80% of the work force for this project will be from San Diego County. Siemens will utilize Local Labor Union personnel to complete this project, as we have with numerous projects in the past. The project will be run out of our El Cajon office.

At this time Siemens has not entered into agreements with subcontractors. Once the final scope is determined, Siemens will solicit bids for any subcontract work needed. We do not anticipate subcontractors at this time.

Upon further details on the scope of work, Siemens will be able to provide additional information.

5.2.2 Experience with goals, timelines and budgets

Siemens' method of project planning allows for unanticipated interruptions, resource shortages, and material delays. Rather than create project schedules which are too optimistic in order to impress the client, Siemens believes in an honest look at what it will take to complete the project. We determine our schedule based upon resource production per day, per person- utilizing information gleaned from previous, similar projects and the actual project timelines and deadlines met. The PM closely monitors the installation using a software/iPad program enabling him to track both completed and needed retrofits. Daily, the field supervisor and the PM discuss current issues, resolutions, changes in traffic control requirements, rates of installs, material delivery, and inventory counts (both removed materials and delivered materials to an on-site shed) and time deadlines. Communication is one of the best tools to ensure the project is completed on time and in budget, meeting the customer's requirements and satisfaction.

5.2.3 Experience with the selection and/or evaluation of adaptive controls technology for outdoor lighting.

Siemens has worked on many projects which involved adaptive controls and outdoor lighting; this is our standard business type for our Street Light Energy Division of ITS. Some of the projects we have performed such work can be found in our reference section.

The intelligent wireless controllers deliver the most advanced functionality and competitive value available in the market today. The controllers provide flexible installation options including retrofits in traditional and LED outdoor lighting systems. The street light controls use state of the art self-forming and self-healing RF mesh networking, and are installed at each light fixture. Smart controls provide substantial power savings from dimming and ON/OFF strategies during late night hours and adaptive controls reduce light pollution. Additionally maintenance costs are reduced by automated fault detection and reporting. Smart controls provide full asset management of the system and the public safety is assured; you know when the lights are on.

Adaptive controls are those that modify the lit environment based on predetermined inputs and desired outputs. The most common input is scheduled dimming, which can help customers squeeze additional energy savings by reducing the light output of an individual fixture or an entire group, when it is not needed. Examples of when this might be appropriate is instances where ambient/contributing light is present or during hours where the lights would otherwise be lighting



unused roadways. Other types of input can be light sensors aimed at the applications, or near real-time traffic data.

Siemens is a self performing, vendor neutral contractor with extensive experience in street light conversion projects that has established strong relationships with the largest street light manufacturers in the nation. While utilizing with the major manufacturers will bring the customer competitive pricing and a confidence in the most current technologies are being used in the project, Siemens is also well aware that many communities have existing relationships with manufacturers or the aesthetic they've provided; in every project Siemens will identify the manufacturer of the existing non-cobra head style fixtures, and reach out to them to identify any LED solutions they may already provide. This can help reduce the costs of the project and maintain the look and feel of the community.

Siemens' philosophy is to always apply the customer's project drivers – their desired benefits of changing light sources – to the cost of each solution option, determining the best and most cost-effective solution for the customer. Each option is presented to the customer for their decision makers, with Siemens technological expertise helping differentiate between the options.

5.2.4 Experience establishing and enforcing warranties

Siemens has extensive experience establishing and enforcing warranties. Due to our long-standing experience in street light conversions and with lighting manufacturers, Siemens has not experienced any difficulties with warranties. At the time we obtain a quote on materials from the manufacturers and their vendors, we require a statement as to their product warranty. For LED street light fixtures, the customary warranty we obtain is ten years. In relation to enforcing the warranty, Siemens offers two options: 1) Siemens simply passes through the manufacturer's warranty to the municipality or 2) Siemens obtains the warranty in the City's name, but manages the warranty and the labor thereof in conjunction with a maintenance agreement.

Siemens' lighting maintenance technicians can be available 24 hours a day, 7 days a week, if needed by the City. A full description of the possible maintenance items is included in our Attachments section.

5.2.5 History of reliable street light fixture and component selection. Experience developing and/or designing "best practices" for street lighting systems.

Siemens has played a consultancy role for medium and large cities across the United States, commonly in an attempt to establish standardized lighting practices that best suit that particular customer's needs. In most instances, Siemens starts with the DOE Municipal Solid-State Street Lighting Consortium model specifications – specifically the System Specification Model – and applying it to our customers' community. Any and all applicable lighting ordinances are also referenced to assure the final solution accommodates the customers' needs and sensitivities.

Because Siemens is vendor neutral, our solutions are not always consistent with regards to patents that sustain the expected life or increase the efficiency of the street lighting system, however we do bring these types of features like self cleaning housings, maximized heat sync systems, spectral control, and more, which can help the project have an overall minimal impact on the environment while providing adequate lighting for the common night time activities. Our history of reliable



street light fixture and component selection is wide and varied, with far more instances than the page limit of this document allows.

Our history of reliable street light fixture and component selection is wide and varied, with far more instances than the page limit of this document allows.

5.2.6 Experience selecting outdoor lighting fixtures.

During the design stage of our projects, Siemens closely references Illumination Engineering Society (IES) recommended practices for a multitude of street/area lighting applications, including:

- RP-8 Roadway Lighting
- RP-20 Lighting for Parking Facilities
- RP-22 Tunnel Lighting
- DG-21 Residential Street Lighting
- DG-19 Roundabout Lighting
- DG-4 Roadway Lighting Maintenance
- G-1 Security Lighting for People, Property, and Public Spaces
- TM-12 Spectral Effects of Lighting on Visual Performance at Mesopic Light Levels
- TM-10 Addressing Obtrusive Light in Conjunction with Roadway Lighting

While not all of the IES recommendations can be met 100% of the time – specifically in a retrofit project – Siemens reviews any and all results with the customer, providing guidance for achieving the best lit environment possible.

Siemens is familiar with both the quantitative and the qualitative benefits of converting from an HID street lighting system to an LED street lighting system. The improvements to the quality of light are founded on the fact that the system operates in a Mesopic environment¹, and that each lamp type (HPS, MH, MV, LED) provides light that is perceived differently by the human eye. Under the conditions present in a roadway lighting system, the LED solution can have an initial lumen output from the fixture that is less than that of its HID counterpart, and still produce the same perceived environment depending on the Scotopic/Photopic (S/P) ratio, which is a correction factor determined by the spectrum of the light source, as recognized by the industry. The Siemens' fixture selection approach is based on the perceived lumen methods, created by the Lawrence Berkley National Laboratory in July 1995².

Siemens' approach has allowed us to maximize energy savings for customers **without** sacrificing the quality of the lit environment. While energy savings is a driving factor for a system conversion, Siemens believes that a properly lit environment is as equally important as the energy & cost savings LED brings to the customer.

All fixtures selected by Siemens are DLC listed. With the objective of a **one-for-one energy conservation measure under the assumption that the customer is generally satisfied with existing light levels**, a community-wide street light conversion project is executed under the

¹ Luminance Levels ranging from 0.005 cd/m² – 5 cd/m²

² Reengineering of Lighting Photometry, S.M. Berman, LBNL-42327-L-213



primary intent of providing an optimal energy savings opportunity without sacrificing the lit environment.

5.2.7 Experience designing traffic control plans and obtaining traffic control permits.

Throughout our extensive experience as an industry leading Traffic Signal Maintenance contractor, we have, on numerous occasions been tasked by the customer to provide Traffic Control Plans. These are typically handled locally by individuals with both local knowledge and vast industry experience. All traffic control plans will be designed taking the latest version of the APWA Work Area Traffic Control Handbook, or “WATCH Manual,” as a guideline.

5.2.8 Mobilization

Siemens has a strong history of completing street lighting projects for clients across the US, many of which include procurement, smart controls, maintenance, and support. Siemens is an experienced contractor with the depth of staff, local equipment and local understanding to quickly and efficiently mobilize. With over 10 years of project management experience, our project manager for this project, Bryan Berlin, has managed multiple projects involving various parties, including the San Diego Street Lighting General Requirements Contract, City of Huntington Beach, CA Series Circuit Conversion and Street Light Retrofit Phase 1, City of San Mateo, CA Phase I and Phase II LED Street Light Conversion, City of Santa Monica, CA On-Bill Finance LED Streetlight Conversion and City of Ontario, CA LED Streetlight Upgrade.

Siemens process is to begin resource mobilization prior to the project kick-off meeting with the City; ensuring adequate staffing needs are secured and devoted to the project for its entirety. Working with subcontractors is common for Siemens and our project managers are adept at overseeing staff from other team organizations to ensure that the project timeline is met. In larger projects, Siemens has successfully worked with vendors and manufacturers using a phase approach, to ensure that materials arrive onsite in a timely fashion to meet installation deadlines.

5.2.9 Experience with GIS

Siemens believes GIS technology is crucial to a successful outdoor lighting conversion project and recommends that all projects include a pre installation GIS field assessment. A field collected GIS database allows for successful project design, implementation and utility billing and tariff adjustments.

Siemens engineers, field staff and subcontractors are experienced in the use of GIS software systems, such as ESRI ArcGIS. Siemens staff utilizes GIS technologies and software in 7 different steps throughout the project:

1. Initial System Design
 - a. Initial GIS field data collection application designed and configured to meet unique characteristics of the City.
 - b. Creation of field audit, LED conversion and Siemens management maps.
 - c. Web based project dashboard developed to report on projects status and metrics, and then, at the end of this phase, provide a preliminary review of existing municipality and utility data.



2. Field Data Collection
 - a. Pole-by-pole field assessment
 - b. Asset attribute data collection
 - c. GIS location assignment
3. Data Reconciliation
 - a. Utility bill reconciliation with field audit data
 - b. Finalization of GIS map and associated attributes
4. Data Analysis
 - a. Analyze the City's street light infrastructure data
 - b. Create a benchmark for current energy consumption
 - c. Develop lighting design and Energy Conservation Measure (ECM)
 - d. Generate final installation map
5. Final Data Deliverable
 - a. IGA report
 - b. GIS database for implementation
6. Implementation Monitoring
 - a. Installation scheduling, monitoring and report generation
 - b. Field issue identification and resolution
 - c. Real time citizen facing installation monitoring map
7. Utility Data Management
 - a. Utility billing adjustment
 - b. Utility tariff adjustment
 - c. Final installation database

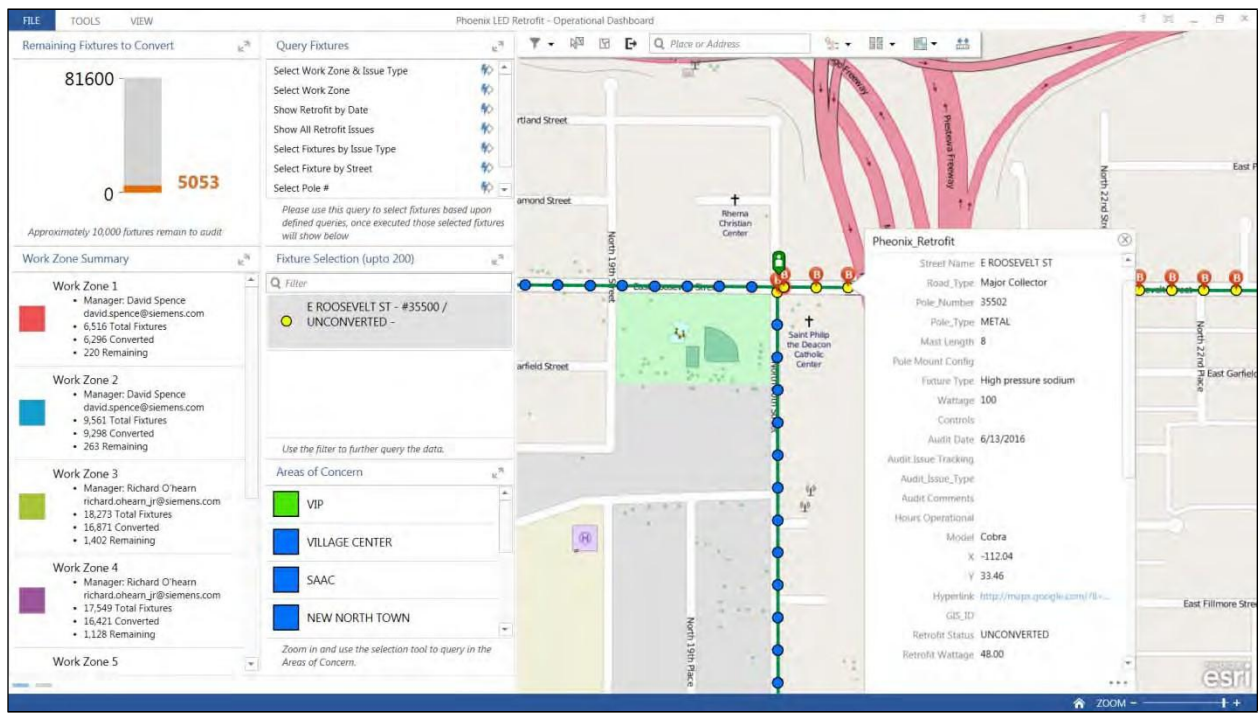


Figure 1: Example of an Operational GIS Dashboard



Siemens has successfully executed many projects utilizing subcontractor support for GIS services and Siemens has collaborated with the City of San Diego’s trusted partner Evari GIS Consulting on projects throughout the country. Siemens recently teamed up with Evari GIS Consulting in a project in San Mateo, CA where crews inspected over 1,000 decorative street lights located throughout the community creating a database for Siemens engineering staff. Siemens then utilized this database to perform additional detailed assessment of condition and fitment for 13 different street light poles and a variety of Acorn, Globe, and Sterner lamp styles. The GIS database was an integral part in the success of this project.

5.2.10 Experience with sports lighting and 50+ foot pole heights.

Siemens has had experience in sports lighting and 50+ foot pole heights as follows:

Customer	Type	Customer	Type
Allen, TX	50+ poles	Garland, TX	50+ high mast towers
Baytown, TX	50+ high mast towers	Grand Prairie, TX	50+ high mast lighting
Bedford, TX	50+ ball park lighting	Lancaster, TX	50+ Freeway lighting
Corpus Christi, TX	50+ lighting and high mast towers	Lewisville, TX	50+ high mast lighting
Farmers Branch, TX	50+ roadway and high mast lighting	San Marcos, TX	50+ high mast lighting
Fort Worth, TX	50+ high mast towers	TxDOT Angelina, Jim Wells, Nueces, San Angelo, Tom Green & Travis Counties	50+ lighting
Dallas/Fort Worth Airport	50+ high mast lighting	Caltrans District 12	50+ high mast lighting and CCTV cameras



6. Proposed Method to Accomplish the Work

Siemens Technical and Management Approach

Siemens provides a “turnkey” approach to project delivery- minimizing risk, staff-time, and inconvenience on the part of the client. The turnkey approach encompasses the full scope of energy project services, including energy audit, construction management, implementation, measurement and verification, training, and when requested, savings guarantees, and arranging financing.

The project manager’s direct responsibilities start with planning and estimating in the project development phase and continue with management and control through the implementation and customer acceptance phases. The Siemens Project Manager will work with our Energy Engineer to build a detailed project plan, provide key management/supervisory responsibilities at the work site to coordinate, schedule, monitor, and report the work throughout the lifecycle of the project. This project plan and related timelines will be communicated on a continual basis to City personnel and anyone impacted by the project and authorized by the City to obtain such updates.

The first step in an energy efficient streetlight solution requires a review of the current streetlight system to assess lighting levels (in relation to IESNA guidelines) and associated factors regarding route classification, adjoining land use, pedestrian activity and any special considerations. This review is necessary to develop a common baseline and understanding between Siemens and the City regarding the goals of the project and any parameters that must be taken into account concerning the community or other aspects of the project.

Once the goals and objectives are defined, Siemens can provide GIS field services, take sample photometric measurements and pilot sample fixtures in various locations for evaluation by City officials if necessary. This step provides the City staff and community with the opportunity to visually see the impact of the streetlight conversion and make necessary adjustments to the recommended changes.

Once the lighting design approach is established, the correct energy efficient light source can be selected to provide the desired light levels, distribution, color quality and color rendering characteristics. The selected wattage will be based on the final approved plan. The final design will provide an overall improvement in lighting uniformity and night time visibility while significantly reducing energy usage and maintenance

Following completion of final planning, the project manager mobilizes the project. Project scheduling, coordination of the project delivery team, material acquisition and storage, and site



needs are discussed in detail with the City to ensure smooth project implementation without disruption to the occupants.

Before construction begins, an internal review takes place that reconciles all project details. Materials are then ordered and the personnel are coordinated.

Pre-construction meetings include Siemens, the customer, project personnel, and suppliers- and are conducted at the earliest opportunity to ensure that all parties understand the goals, objectives, time frames, contract stipulations, and conditions involved. Training program roll-out is planned/scheduled relative to project completion.

Coordination with utilities is a critical aspect of keeping a project on schedule. Failure to schedule utility technicians and inspectors well in advance and not being prepared when a utility representative arrives on the job site are critical risks to significant project schedule slip. The Project Manager must carefully plan all aspects of interaction with utility providers.


During the construction phase, the project is installed per schedule, scope, and price. Progress billings are processed based on completed schedule items. Punch list items are corrected on an ongoing basis. The Siemens energy engineer and other individuals that were involved in the design of the job walk the construction site to confirm that construction is being installed according to the intended scope and design.

Construction meetings are conducted and chaired by the Siemens project manager to assess progress, report on status of activities, discuss modifications and/or proposed changes, as necessary, and maintain the air of partnering throughout the term of the project. Meetings may be conducted weekly, evolving to “as agreed” once the project is underway. Owner meetings are conducted weekly, or periodically as defined by the customer, to discuss issues such as payment, invoicing, access, progress, and “look ahead.”

Prior to filing a notice of completion, Siemens performs an inspection of the entire installation and develops an internal punch list to be addressed. Any issues found during the punch list review are addressed and signed off by the customer. Punch lists are not complete until both the customer and Siemens are satisfied with the completion of the construction phase of the job, per the scope of work.

Our goal is to ensure quality results through a project management approach that closely manages all aspects of the project and ensure projects are completed on time and within budget. We have a wealth of experience managing and executing large construction projects, particularly energy efficiency lighting retrofits. The following elements are what make us so successful at reaching construction milestones and, when necessary, accelerating production to reach challenging schedules:

1. Project Management: Effective project management is a key factor within an Energy Savings Performance Contract. Experience in creating and utilizing critical path



method schedules, constant communication, and attention to detail brings a project to success. Bryan Berlin, the Project Manager that we have identified for this project, has seven years of experience in the Lighting Industry.

2. IT Systems: In order to manage the progress of which streetlights fixtures are installed and to keep the organization of the project intact, Siemens has developed its own software for the City's and its own reference. This allows us to measure the productivity of individual technicians on a daily basis, as well as to develop detailed work plans that manage the quantity and geographic complexity of a large retrofit project. Our IT systems also allow real time electronic data transfer with City staff to effectively communicate progress on an ongoing basis.

3. Field Resources: Siemens ITS has a local team of 56 trained electricians, 2 communications technicians and 12 service administration support staff located in Southern California. Siemens local field office supporting the City of San Diego is located in El Cajon, CA. Siemens owns the following equipment:

- 35 Bucket Trucks
- 15 Utility Body Trucks
- 2 Dump Trucks
- 2 Crane Trucks
- 1 Communications Van
- Siemens also owns multiple towable arrow boards, towable air compressors, towable changeable message signs, Bobcat with auger & backhoe attachments, all required hand tools, and many other items for maintenance and construction.

To help ensure safety, Siemens uses hydraulic bucket trucks with aerial lifts which are Occupational Safety and Health Administration (OSHA) approved, inspected and certified as required by law. All drivers are trained through the Sentry Program for Insulated Devices. In addition to bucket trucks, Siemens also owns many construction vehicles.

7. Knowledge and Understanding of Local “Environment”

Experience working in the local “environment” and proposed local presence for interfacing with the City’s project management staff.

With an office in San Diego for over 40 years, the Siemens is highly skilled and appropriately equipped to lead this design build project. Having worked closely with the City on various projects for almost 6 years, the Siemens team is unequivocally the most experienced and qualified. Perhaps most importantly, the Siemens team has learned from our experiences, grown and recovered from our mistakes, and always stayed true to our commitment to support the City. We feel strongly that our team is the best and perhaps only choice for ensuring success/ Additionally Siemens has Community Relations Experience with the City. Siemens understands



the importance of supporting the City’s community outreach and communication efforts. We will continue to work in partnership with the City to support the public relations efforts of this program.

The Siemens Industry San Diego Branch Office consists of over 147 full time employees and includes a fully staffed service response center. Our operational team includes program managers, construction managers and installation coordinators, as well as the largest team of trained technicians and service personnel, in the San Diego marketplace.

8. Project Organization and Key Personnel

8.1 Proposed project organization and organizational chart

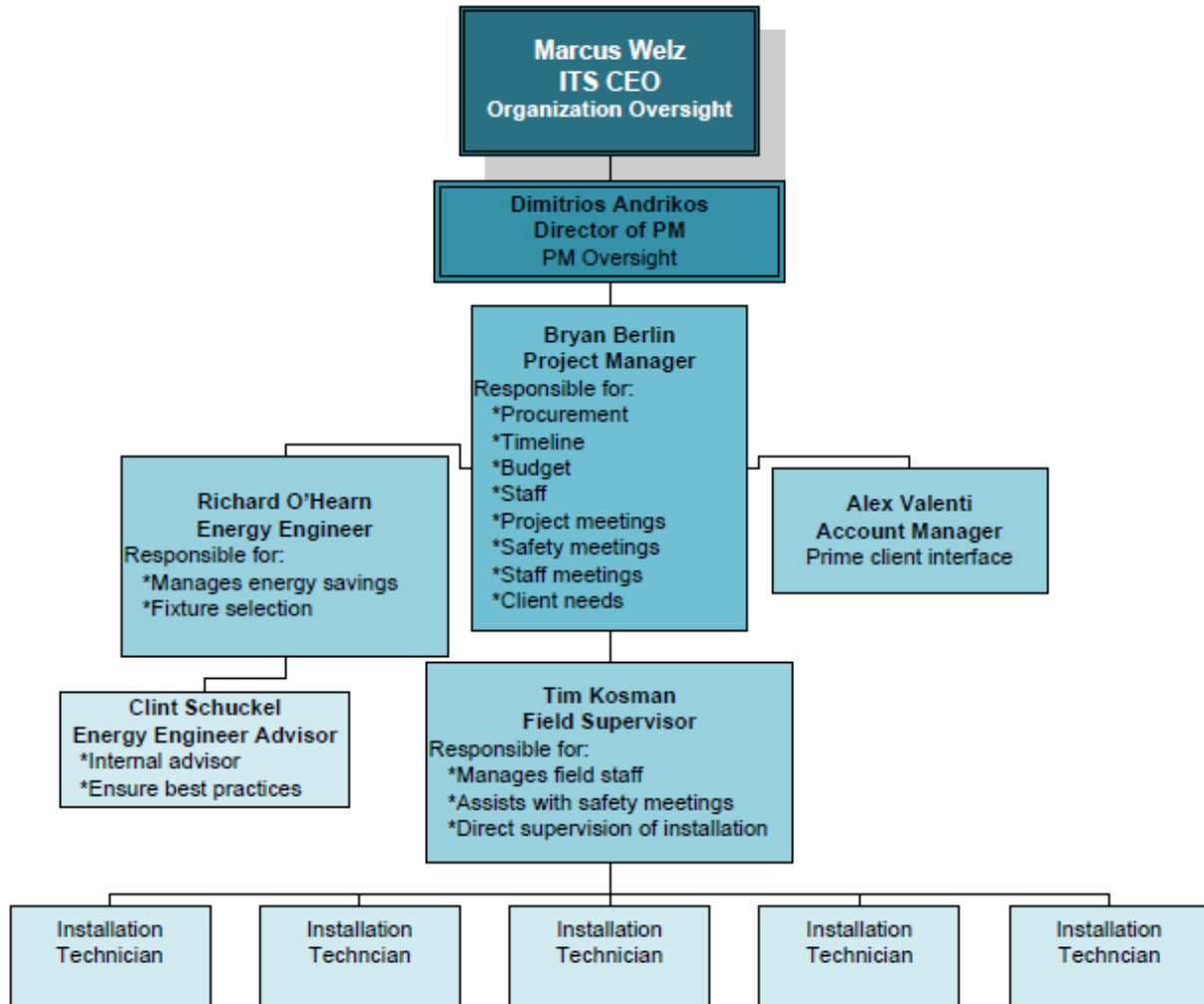
Bryan Berlin, Senior Project Manager: Mr. Berlin will be responsible for the overall project, maintaining the project budget, resources, and managing material purchasing. Mr. Berlin will build a detailed project plan, provide key management/supervisory responsibilities at the work site to coordinate, schedule, monitor, and report the work throughout the lifecycle of the project. Mr. Berlin will communicate on a continual basis to City personnel and anyone impacted by the project and authorized by the City to obtain such updates.

Alex Valenti, Account Manager: Mr. Valenti will be the primary interface for all elements of the street light project for the City of San Diego. The responsibilities of the Account Manager include coordination with the project team, confirming project requirements with the City, monitoring milestones, and providing open communication with the customer. The Account Manager will address legal issues including all contract-related documents, assist in the transition from one phase of the project to the next, and ensure that all documentation is in order.

Richard O’Hearn, Senior Energy Engineer: Mr. O’Hearn serves as the lead technical resource for street light design, energy analysis, tasks associated with billing adjustment requests and utility rebate applications. He also completes technical assessments of the various vendor options on the customer’s behalf to provide objective analyses to inform the customer concerning tradeoffs between the upfront fixture cost and efficiency.

Tim Kosman, Field Supervisor: Mr. Kosman’s duties include the supervision of field technicians, overseeing warehouse operations, communicating issues with scope and ensuring safety protocols. Mr. Kosman may also perform outdoor lighting installation work, dependant on the scope of the individual project. (Siemens employs additional field supervisors and may assign alternates dependent on current utilization at time of project initiation).

Clint Schuckel, Energy Engineer Advisor: Mr. Schuckel would serve in an internal advisory capacity, and ensure that best practices and industry knowledge gained from Siemens’ other large LED streetlight conversions are used to benefit all members of the team.



8.2 Local Understanding

Siemens is well versed in the local laws, ordinances, regulations, policies, requirements, and permitting as Siemens has performed work for the City previously with the San Diego Street Lighting General Requirements Contract and has 180 employees who are residents of San Diego County. Siemens will be utilizing Local Labor Union 569 for additional lighting technicians. **Resumes for our key team members are included in our Attachments section.**

Siemens currently maintains street lights and traffic signals for 105 municipalities in Southern California, including several in San Diego County. Using in-house resources Siemens successfully completed the City of San Diego General Requirements Contract (GRC) T11 Street Lighting and Traffic Signals. Under this contract, Siemens installed ground-up street lighting systems, modified intersections and installed lighted cross walks throughout San Diego. The contract was divided into (13) task orders throughout the City of San Diego in neighborhoods including Stockton, Northpark, Del Cerro, La Jolla, Paradise Hills, Southcrest, Bay Ho, Sherman Heights, Del Mar and other neighborhoods within the City.



8.3 *Provide indication of staffing level for the project.*

Siemens will provide a project manager, energy engineer, field supervisor, and between 4 and 8 field lighting technicians, dependent upon how quickly the City would like to accomplish the project. These project staff members will be available for the duration of the project.

- Project Manager, Bryan Berlin: Devoted 100% of his time for the duration of the project
- Energy Engineer, Richard O’Hearn: Devoted between 25% to 75% of his time for the duration of the project; dependent on stage of the project and needed tasks
- Field Supervisor, Tim Kosman: Devoted 100% of his time during installation
- Account Manager, Alex Valenti: Devoted 10% of his time for the duration of the project
- Field Lighting Technicians: 100% of their time during installation

9. Equal Employment and Contracting Opportunity

9.1 *Work Force Report or Equal Employment Opportunity Plan*

Siemens’ Equal Employment Opportunity Plan is included in our Attachments section.

9.2 *Equal Opportunity Assurances*

Siemens takes great pride in its diversity in all its forms and is deeply committed to respecting and protecting the equal rights of all of our employees. Our company reflects all the communities we serve and the many people with whom we do business. Having a workforce drawn from all segments of society is both the right thing to do and a core part of our business strategy. It is inextricably linked to our productivity, product quality, revenue, and commercial success. Our goal is to create value on a daily basis for customers and society and the diversity of our employees is one of our greatest assets in achieving this goal.

Our hiring and employment policies provide equal opportunity to all employees and prospective employees without regard to race, color, creed, religion, national origin, ancestry, sex, age, physical or mental disability, marital status, family responsibilities, pregnancy, genetic information, sexual orientation, gender identity, and protected veteran or military status.

Siemens supports efforts at the state and local level to enshrine diversity as a core value. This furthers reinforces our belief that diversity and inclusion are critical to establishing and sustaining the competitive workforce required to maintain leadership in the global marketplace and creating an environment where people from all walks of life can feel good about developing a life-long career in a community that values their contributions.

Further, Siemens will not knowingly contract with another organization that does not hold to the same values of equality that we hold.

Community Activities

- Siemens participates in the San Diego Chamber of Commerce.



- Siemens is involved in the apprenticeship program with the Local Labor Union.
- Associated General Contractors of America: San Diego Chapter; Member
- CSHE (California Society for Healthcare Engineering); Member. Hosted chapter meeting at Siemens branch.
- DBIA (Design Build Institute of America; Member
- California Higher Education Sustainability Conference; Member
- San Diego Blood Bank. Quarterly onsite blood drives
- San Diego Food Bank; Summer of Giving Campaign (collect cereal boxes for children)
- University of San Diego; sponsor donation for sports program
- Siemens Foundation; competition in Math, Science and Technology for high school students
- NAESCO; Membership
- Bannister Family House; provided breakfast and dinner to families of patients undergoing long-term care
- Surfrider Foundation; beach cleanups
- Sports for Exceptional Athletes; Guacamole Bowl participation
- Rady Children's Hospital; hosted stuffed animal drive, Union-Tribune Kids' News Day (helped kids sell newspapers)
- San Diego Humane Society; Annual walk
- Soles 4 Souls; hosted shoe drive
- Sleep Train for Foster Kids; hosted school supply drive
- Nice Guys; Siemens employee, Fred McClendon on board, volunteer at Community Christmas Party
- Hospitals Facilities Week; Hosted lunch at Scripps/Sharp/UCSD

9.2 *Subcontractor Documentation*

At this time Siemens does not have any subcontractors for this project.

9.3.2 *Subcontractor Past Participation Levels*

We have completed the past participation forms and have included them in our Attachments section.

9.4 *Non-Discrimination in Contracting*

Shall the City request, Siemens agrees to provide the City, within 60 days of request a complete list of the names of all subcontractors and suppliers that we have used in the past 5 years within San Diego County, including the dollar amount paid for such services. We also agree to cooperate in any investigation conducted pursuant to the City's Nondiscrimination Ordinance. We also understand that a violation of this clause shall be considered a material breach.

9.5 *Disclosure of Discrimination Complaints*

Siemens does not have any filed or pending discrimination suits. Attachment D: Design-Builders Certification of Pending Actions can be found in our Attachments Section.

10. Financial Information and Arrangements

Siemens is not proposing a Joint Venture arrangement.

11. Change Order and Litigation History

11.1 Change Order History

Siemens attempts to operate our outdoor lighting conversion projects without change orders. In the previous 3 years the only changes to the scope of work Siemens has performed are those that involve owner agreed upon adjustments, typically an increase or decrease in number of fixtures due to inventory discrepancies. In addition, Siemens maintains multiple year maintenance contracts with many municipal customers which provide for an allowable contract increase year over year based on the consumer price index. Below you can find a list of our completed outdoor lighting projects, all of which were executed without any change orders by Siemens.

City	State	Contract Value	# of Change Orders	% of total dollars	CO description
Arlington MA	MA	702,000.00	0	0%	none
Cape Light Compact MA	MA	6,000,000.00	0	0%	none
Chelsea MA	MA	613,000.00	0	0%	none
Derry NH	NH	329,000.00	0	0%	none
Gloucester MA	MA	1,112,000.00	0	0%	none
Hamilton MA	MA	249,000.00	0	0%	none
Huntington Beach, CA	CA	1,600,000.00	0	0%	none
Manchester, NH	NH	3,221,000.00	0	0%	none
Medway MA	MA	62,000.00	0	0%	none
Melrose MA	MA	1,236,000.00	0	0%	none
Natick MA	MA	795,000.00	0	0%	none
New Bedford MA	MA	5,200,000.00	0	0%	none
Newton MA	MA	438,000.00	0	0%	none
Providence RI	RI	5,800,000.00	0	0%	none
Salem, MA	MA	1,361,000.00	0	0%	none
San Mateo, CA	CA	3,000,000.00	0	0%	none
Wenham MA	MA	194,000.00	0	0%	none
Winthrop MA	MA	606,000.00	0	0%	none
Woburn MA	MA	731,000.00	0	0%	none

11.2 Litigation History

The RFQ directed to provide a sealed letter that lists all litigations for the past 5 years. However as this is an electronic submittal, there is not a way to provide a sealed letter.

At present Siemens ITS business unit, of Siemens Industry, Inc. has no pending criminal, civil or administrative litigations. Please note that this certification primarily reflects information related only to the ITS Mobility business unit and not to its affiliates. ITS is a part of a large corporate



enterprise, with numerous directly or indirectly controlled or controlling affiliates, conducting various disparate businesses in multiple jurisdictions, and employing over 60,000 employees in the United States. Information from Siemens Industry, Inc. affiliates regarding issues not material to the business of Siemens Industry, Inc. is generally not centrally maintained by Siemens Industry, Inc. SII performs tens of thousands of projects annually through over one hundred offices. As such SII has been involved in miscellaneous litigations and disputes arising out of its business none of which are of a material nature as to adversely impact its ability to completely and satisfactorily perform any of its projects. As a result, Siemens Industry, Inc. cannot ensure the completeness of such information.



Attachments

1. Attachment C: Certification of Exceptions to the Request for Qualifications Documents
2. Attachment D: Design Build Forms
3. Key Team Member Resumes
4. Siemens Equal Opportunity Plan
5. Optional Maintenance Plan

ATTACHMENT C

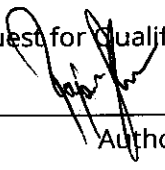
CERTIFICATION OF EXCEPTIONS TO THE REQUEST FOR QUALIFICATIONS DOCUMENTS

INTELLIGENT CITIES OUTDOOR LIGHTING RETROFITS MACC RFQ CONTRACT

The undersigned, a duly authorized representative of Siemens Intelligent Traffic Systems
(Company Name)

hereby stipulates that Siemens Intelligent Traffic Systems takes no exceptions to this
(Company Name)

Request for Qualifications and its attachments as referenced in this RFQ.



Authorized Representative

11/11/2016

Date

ITS CFO

Authorized Representative's Title

Siemens Intelligent Traffic Systems

Company

OR

The undersigned, a duly authorized representative of _____
(Company Name)

hereby stipulates that _____ takes the following
exceptions
(Company Name)

to this Request for Qualifications and its attachments as referenced in this RFQ.

Authorized Representative

Date

Authorized Representative's Title

Company

DESIGN-BUILDERS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

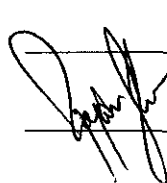
CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: Siemens Intelligent Traffic Systems

Certified By

 Rajarshi Ghosh
Name
Signature

Title ITS CFO

Date 11/11/2016

USE ADDITIONAL FORMS AS NECESSARY

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: City of San Diego, Public Utilities Security Project PHASE I

TYPE OF PROJECT: Design Build

DOLLAR VALUE OF PROJECT: \$6,848,581.00

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSE®	WHERE CERTIFIED®
Name: <u>HMT Electric</u> Address: <u>2340 Meyers Ave</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>858 458 9771</u> Email: _____	Contractor	C-10 900511	Installation Electrical/ Conduit	\$583,729.00	SBE	CA 58962
Name: <u>APS</u> Address: <u>1955 Cordell Ct.</u> City: <u>EL Cajon</u> State: <u>CA</u> Zip: <u>92020</u> Phone: <u>858 571 4444</u> Email: _____	Contractor	C-10 430971	Gates Installation	\$198,210.00	n/a	n/a

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSE		

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: City of San Diego, Public Utilities Security Project PHASE I

TYPE OF PROJECT: Design Build

DOLLAR VALUE OF PROJECT: \$6,848,581.00

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>NetLogix</u> Address: <u>5755 Oberlin Drive</u> City: <u>San Digo</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>858 764 1972</u> Email: _____	Contractor	C-10 937157	Installation	\$ 555,104.00	MBE	San Diego
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: City of San Diego, Public Utilities Security Project PHASE I

TYPE OF PROJECT: Design Build DOLLAR VALUE OF PROJECT: \$6,848,581.00

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>Athenx</u> Address: <u>7140 Opportunity Road</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92111</u> Phone: <u>858 505 8025</u> Email: _____	Contractor	C-10 953931	Installation	\$1,415,783.00	SLBE	San Diego
Name: <u>So Cal Development</u> Address: <u>Vuelta Court</u> City: <u>Carlsbad</u> State: <u>CA</u> Zip: <u>92009</u> Phone: <u>619-993-0450</u> Email: _____	Contractor	B 907497	Civil Install	\$126,635.00	SLBE	San Diego

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

DESIGN-BUILD SUBCONTRACTORS AND SUPPLIERS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to the RFQ.

NAME OF PROJECT: City of San Mateo Street Light Retrofit

TYPE OF PROJECT: Conversion of ~5000 street lights

DOLLAR VALUE OF PROJECT: \$3,000,000

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR, DESIGNER, SUPPLIER, OR VENDOR	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK PERFORMED, MATERIALS OR SUPPLIES	DOLLAR AMOUNT OF SUBCONTRACTOR PARTICIPATION, MATERIALS OR SUPPLIES	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name: <u>Evari GIS Consulting, Inc</u> Address: <u>3060 University Avenue</u> <u>San Diego CA</u> City: _____ State: _____ Zip: <u>92104</u> Phone: <u>858-633-6447</u> Email: <u>info@sdgis.com</u>	Designer	#11EC0371	Geographic Information Systems (GIS)	\$20,000	SLBE	City of San Diego
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

① As appropriate, Design-Builder shall identify Subcontractors or Suppliers as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Design-Builder shall indicate if Subcontractor or Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Design-Builder will not receive any points for past subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.



Education

- Bachelor of Science, Business Administration, California State Polytechnic University
- Professional Management, Project Management Institute

Registrations

- Project Management Certified
- Certified Senior Lighting Technician

Years of Experience 10

Core Competencies

- Project Management and Oversight
- Street Light Retrofit
- Scheduling and Budget monitoring and management

Affiliations

- Project Management Institute

Bryan Berlin

Senior Project Manager

Currently Mr. Berlin serves as a senior project manager and construction and street lighting subject matter expert for Siemens Industry. His primary focus is LED Streetlight Conversion and Intelligent Traffic Systems (ITS) projects. Mr. Berlin has over 10 years of project management experience within the street lighting and ITS industries. In his current role, he manages all phases of project implementation including the creation of the project plan, schedule and budget, procurement, supervision of Siemens ITS field personnel and project administrative staff, oversight of any project partners/vendors, and stakeholder communications. Mr. Berlin is a certified Project Management Professional (PMP) through the Project Management Institute (PMI) and adheres strictly to their project management principles with a primary focus on the triple constraints of scope-schedule-cost and achieving customer/stakeholder goals.

In previous employment Mr. Berlin worked as a Project Manager for Service 1st Lighting and Tri-County Lighting as a Project Manager. He primarily managed the construction of new street light systems, public right of way lighting systems and energy efficient retrofits. Customers included Southern California municipalities.

Project Experience

[City of San Diego Street Lighting General Requirements Contract](#)

Mr. Berlin was the Project Manager for this project. Using in-house resources Siemens successfully completed the City of San Diego General Requirements Contract (GRC) T11 Street Lighting and Traffic Signals. Under this contract, Siemens installed ground-up street lighting systems, modified intersections and installed lighted cross walks throughout San Diego. The contract was divided into (13) task orders throughout the City of San Diego in neighborhoods including Stockton, Northpark, Del Cerro, La Jolla, Paradise Hills, Southcrest, Bay Ho, Sherman Heights, Del Mar and other neighborhoods within the City.

[Huntington Beach, CA Street Light Retrofit](#)

Mr. Berlin was the Project Manager for this project. This project was a street light retrofit that involved approximately 12,000 fixtures. We performed an IGA and were able to reduce electricity and maintenance costs, while ensuring aesthetic and public safety needs were met.

[San Mateo, CA Street Light Conversion](#)

Mr. Berlin was the Project Manager for this project. Siemens performed a street light conversion for 5,000 cobrahead and decorative fixtures to reduce electricity and maintenance costs, while providing a greener solution with better illumination for the citizens. Siemens also created and managed the GIS database. Siemens ensured aesthetic and public safety needs were met, as well as provided oversight on billing adjustments and rebate/incentive procedures.



Education

- Bachelor of Science, International Business, Massachusetts Maritime Academy
- Post-Bachelors Program, Accounting, University of Massachusetts Dartmouth

Registrations

- Certified Energy Manager (CEM), Association of Energy Engineers; 3/2013
- AGi32: Emphasis on Roadway Lighting & Design, Lighting Analysis; 3/2010

Years of Experience 9

Core Competencies

- Energy Savings
- Energy Analysis
- Audit: GIS and IGA

Affiliations

- Plymouth Energy Committee (Plymouth, MA)

Richard O’Hearn, Jr., CEM Senior Energy Engineer

Mr. O’Hearn has over 9 years in the roadway lighting industry, focusing on turnkey & energy efficiency projects on the national level. He has acted as a consultant for a joint venture between the U.S. Dept. of Energy & the National Renewable Energy Labs, as the industry expert in roadway lighting data collection. Since joining Siemens Mr. O’Hearn has been involved in numerous energy analysis projects and has added rich value and expertise to each opportunity he has been assigned. Involved in overseeing the GIS Inventory Audit, fixture selection, utility analysis, energy calculations, energy assessments, Investment Grade Audits, guaranteed energy savings analysis and management, and the overall project energy management, Mr. O’Hearn is a critical team member.

Project Experience

Huntington Beach, CA Street Light Retrofit

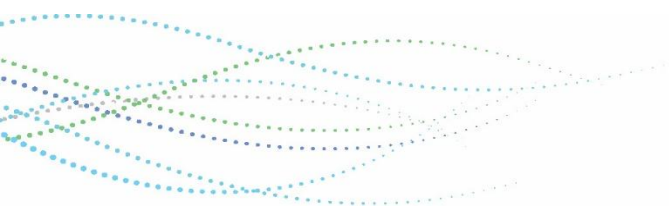
Mr. O’Hearn was the Energy Engineer for this project. This project was a street light retrofit that involved approximately 12,000 fixtures. We performed an IGA and were able to reduce electricity and maintenance costs, while ensuring aesthetic and public safety needs were met.

San Mateo, CA Street Light Conversion

Mr. O’Hearn was the Energy Engineer for this project. Siemens performed a street light conversion for 5,000 cobrahead and decorative fixtures to reduce electricity and maintenance costs, while providing a greener solution with better illumination for the citizens. Siemens also created and managed the GIS database. Siemens ensured aesthetic and public safety needs were met, as well as provided oversight on billing adjustments and rebate/incentive procedures.

Cape Light Compact LED Streetlight Conversion

Mr. O’Hearn was the Energy Engineer for this project. Siemens performed a LED streetlight changeover of 17,000 fixtures. We completed this on time, with a tight timeline- to be ready for the summer tourist season. This was performed while meeting the local needs for the area’s 21 communities. Financing was completed via a guaranteed energy savings contract. Ongoing maintenance is being provided to this client.





Education

- Bachelor of Science, Environmental Science, University of California Berkeley
- Bachelor of Science, Minor Energy and resources, University of California, Berkeley

Registrations

- Project Management Certified

Years of Experience 9

Core Competencies

- Energy Savings
- Client Interface
- Requirements Review
- Audit: GIS and IGA

Affiliations

- Association of Energy Engineers

Alex Valenti Account Manager

Currently Mr. Valenti serves as a technical expert and Business Development Manager for LED street light retrofit programs for Siemens Industry. This involves developing Investment Grade Assessments (IGA) for large municipal street light retrofit programs, performing energy analysis, and material specification, as well as working closely with our clients to ensure they are receiving the best possible service.

In previous employment, Mr. Valenti worked as a Project Manager for Energy Solutions coordinating energy efficiency rebate programs and developing California building codes. This included managing large scale commercial lighting retrofits and facilitating the participation of California Investor Owned Utilities in building code development. Prior to Project Management, Mr. Valenti worked as a Researcher at Lawrence Berkeley National Laboratory assisting in the development of Federal lighting standards, and detailed economic, technical and market based analysis. Mr. Valenti also has four years experience as an Environmental Consultant for Environmental Health and Safety related projects.

Project Experience

Huntington Beach, CA Street Light Retrofit

Mr. Valenti was the Account Manager for this project. This project was a street light retrofit that involved approximately 12,000 fixtures. We performed an IGA and were able to reduce electricity and maintenance costs, while ensuring aesthetic and public safety needs were met.

San Mateo, CA Street Light Conversion

Mr. O'Hearn was the Account Manager for this project. Siemens performed a street light conversion for 5,000 cobrahead and decorative fixtures to reduce electricity and maintenance costs, while providing a greener solution with better illumination for the citizens. Siemens also created and managed the GIS database. Siemens ensured aesthetic and public safety needs were met, as well as provided oversight on billing adjustments and rebate/incentive procedures.

City of Rialto, CA LED Street Light Retrofit Investment Grade Audit

Mr. Valenti was the Account Manager for this project. Siemens created an Investment Grade Audit for approximately 12,000 streetlights. This audit has enabled the city to move forward on the issuance of an RFP to complete the work.



Education

- Bachelor of Science, Civil Engineering/Municipal Program, University of Michigan
- Master of Science, Civil Engineering/Transportation Program, Texas A&M University

Registrations

- Professional Engineer (Massachusetts – Civil #45080)
- Professional Traffic Operations Engineer (ITE – #1036)
- Roadway Lighting Fundamentals and Analysis, LightFair Institute
- IMSA Work Zone Safety, Traffic Signal Technician II

Years of Experience 21

Core Competencies

- Client interaction
- Energy Savings
- Budgeting

Affiliations

- Professional Engineer

Clint Schuckel, PE Energy Engineer Advisor

Mr. Schuckel supports Siemens Energy Department for LED retrofit street lighting projects, ensuring the best possible outcome for our clients. Mr. Schuckel has served as an Energy Engineer for approximately 25,000 LED streetlight conversions in nearly 30 Massachusetts municipalities since joining Siemens in 2012.

As an Energy Engineer, Clint provided technical support to these efforts by completing the design and energy analysis for outdoor lighting projects, securing the maximum available utility rebates on behalf of customers, facilitating the purchase of street lights from the local electric utility, and providing engineering assistance for traffic signal projects. As a former municipal official who for nearly a decade was responsible for the maintenance of thousands of street lights and traffic signals and led related energy efficiency efforts, Clint understands the many components of city and town infrastructure energy efficiency projects that result in favorable public reaction, significant financial cost and energy savings, and the successful completion of contracts on schedule and budget.

Project Experience

Providence, RI Street Light Retrofit

Mr. Schuckel was the Account Manager and Energy Advisor for this project. This project was a street light retrofit that involved approximately 16,800 fixtures. We were able to reduce electricity and maintenance costs, while ensuring aesthetic and public safety needs were met.

New Bedford, MA Street Light Conversion

Mr. Schuckel was the Account Manager and Energy Advisor for this project. Siemens performed a street light conversion for 16,000 fixtures to reduce electricity and maintenance costs, while providing a greener solution with better illumination for the citizens. Siemens ensured aesthetic and public safety needs were met, as well as provided oversight on billing adjustments and rebate/incentive procedures.

Cape Light Compact LED Streetlight Conversion

Mr. Schuckel was the Account Manager and Energy Advisor for this project. Siemens performed a LED streetlight changeover of 14,000 fixtures. We completed this on time, with a tight timeline- to be ready for the summer tourist season. This was performed while meeting the local needs for the area's 21 communities. Financing was completed via a guaranteed energy savings contract. Ongoing maintenance is being provided to this client.



Registrations

- IMSA Work Zone Safety Certified
- IMSA Level I Traffic Signal Technician Certified
- IBEW Journey worker
- CPR Certified

Years of Experience 27

Core Competencies

- Field Supervision
- Safety Meetings
- Street Light Retrofit
- Scheduling

Affiliations

- Project Management Institute

Timothy Kosman

Construction Foreman Field Supervisor

Mr. Kosman has been with Siemens for 6 years and has over 27 years of extensive experience in construction, specifically street lighting projects and traffic signal and street light maintenance. Mr. Kosman is adept at managing field personnel for LED conversions.

In previous employment Mr. Berlin worked as a foreman for several electrical contractors..

Project Experience

[City of San Diego Street Lighting General Requirements Contract](#)

Mr. Kosman was the Field Supervisor for this project. Using in-house resources Siemens successfully completed the City of San Diego General Requirements Contract (GRC) T11 Street Lighting and Traffic Signals. Under this contract, Siemens installed ground-up street lighting systems, modified intersections and installed lighted cross walks throughout San Diego. The contract was divided into (13) task orders throughout the City of San Diego in neighborhoods including Stockton, Northpark, Del Cerro, La Jolla, Paradise Hills, Southcrest, Bay Ho, Sherman Heights, Del Mar and other neighborhoods within the City.

[Huntington Beach, CA Street Light Retrofit](#)

Mr. Kosman was the Field Supervisor for this project. This project was a street light retrofit that involved approximately 12,000 fixtures. We performed an IGA and were able to reduce electricity and maintenance costs, while ensuring aesthetic and public safety needs were met.

[City of Carlsbad Street Light Foundation Repair](#)

Mr. Kosman was the Foreman for this project. Siemens replaced directed street light poles and foundations for the City of Carlsbad.

Siemens Equal Opportunity Plan

Siemens takes great pride in its diversity in all its forms and is deeply committed to respecting and protecting the equal rights of all of our employees. Our company reflects all the communities we serve and the many people with whom we do business. Having a workforce drawn from all segments of society is both the right thing to do and a core part of our business strategy. It is inextricably linked to our productivity, product quality, revenue, and commercial success. Our goal is to create value on a daily basis for customers and society and the diversity of our employees is one of our greatest assets in achieving this goal.

Our hiring and employment policies provide equal opportunity to all employees and prospective employees without regard to race, color, creed, religion, national origin, ancestry, sex, age, physical or mental disability, marital status, family responsibilities, pregnancy, genetic information, sexual orientation, gender identity, and protected veteran or military status. Dependents eligible for coverage under the Siemens Flexible Benefits Program include spouses, domestic partners, state-registered partners and civil union partners. Furthermore, our Diversity and Inclusion Council is comprised of 29 distinct employee resource groups, supported by 10,000+ members in 122 active chapters throughout Siemens in the United States. This is part of our Diversity@Siemens initiative, which provides leadership opportunities, mentoring, professional development programs, and a supportive, inclusive working environment.

Siemens supports efforts at the state and local level to enshrine diversity as a core value. This furthers reinforces our belief that diversity and inclusion are critical to establishing and sustaining the competitive workforce required to maintain leadership in the global marketplace and creating an environment where people from all walks of life can feel good about developing a life-long career in a community that values their contributions.

Our Equal Opportunity Plan

Siemens shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which our employees are assigned to work.

1. Siemens reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
2. Siemens disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
3. Siemens reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
4. Siemens discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
5. Siemens documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.

6. Siemens disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
7. Siemens disseminates its EEO Policy to union and community organizations.
8. Siemens provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
9. Siemens maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
10. Siemens maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
11. Siemens encourages all present employees, including people of color and women employees, to recruit others.
12. Siemens maintains all employment selection process information with records of all tests and other selection criteria.
13. Siemens develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
14. Siemens conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
15. Siemens ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

Street Light Maintenance Program Details

Siemens ITS has many options available for Street Light Maintenance. This document will outline all of the different items possible to include in such a maintenance agreement. Items can be added or deleted, dependent on the needs and budget of the City.

Siemens will use a combination of highly qualified personnel, fleets of specially outfitted vehicles, the latest tools and equipment, and our unmatched knowledge, understanding and experience in the streetlight industry to meet the needs of the City.



A Siemens street light maintenance program is designed to eliminate and reduce malfunctions, complaints, and potential hazards throughout the community. Through the comprehensive maintenance program, Siemens will be responsible for maintaining approximately [#] LED streetlights. Our proposed streetlight maintenance program will include quarterly inspection of each of the city's streetlights, repair of streetlight outages, cleaning of the lenses while completing service requests, recordkeeping, and replacement of faulty equipment, as reported. We will utilize traffic control and safety equipment as required to protect our technician and the public.

Approach

The Siemens street light maintenance program is designed to reduce malfunctions, complaints, and potential hazards throughout the community.

Many issues that occur may be due to lack of preservation and preventative maintenance to the streetlights and their operations. The services will include; quarterly inspections of street lights, repair of the street light outages, cleaning of the lenses while completing the service request, recordkeeping, warranty claims administration for the LED fixtures replaced by Siemens, replacement of internal equipment, and knockdown repairs as outlined below.

General Maintenance Scope of Work

General Maintenance will consist of all operations and repairs starting from the pullbox or bottom of streetlight pole where fuse holder or secondary power starts necessary to keep all streetlights operational, and associated pullboxes within streetlight circuit. Siemens will have available call center 24/7, general overhead, all equipment, qualified personnel, and the replacement of all components of light fixtures including replacement of LED luminaries approved by City drivers, surge protectors, ballasts, starters, igniters, fuses, lenses, reflectors, connective wiring, fuse holders, photo cells, and shorting caps that have failed due to normal age or deterioration. Also included is general cleaning of general components of the fixture during any repair of the luminaries that may interfere with the illumination of the street.

General maintenance will also include automatic repairs of any day burners or complete circuits that are energized due to photo cell being painted on service pedestal.

Preventative Maintenance

Operations

- Quarterly night-run maintenance program
 - Dedicated outage checker will be assigned to the City
 - Devoted night survey truck specifically reserved for the City
 - Technician will gather vital information regarding the performance and condition of the streetlights. Based on severity of the issue, City will be notified of the following:
 - Outages
 - Pole knockdowns
 - Suggested Repairs
- A comprehensive report will be provided to the city on a quarterly basis. The information provided to the city will capture all outages and suggested repairs observed during night-run assessment
- In addition to the report, City staff will also have internet access to Siemens live database. This will provide the city an up to date summary of current and completed tasks
- All inoperable lights that are reported will be resolved and repaired within five (5) working days or less
- General cleaning of all components that may be interfered with during the repair of the luminaries
- Removal of all waste materials in accordance with the appropriate laws

Materials and Repairs

- Fixture Housing
- Drivers
- Light Source
- Lenses
- Shorting Cap
- Photocells
- External Fixture Components
- Fuse located at the base of the pole
- Conductors between the fuse and the fixture
- Service pedestals and disconnects
- Graffiti removal
- Painting of non-galvanized poles up to (10) per year
- Pullbox lids
- Pole handhole covers
- House side shield requests including installation
- Downed or damaged overhead power line response and repairs
- Calls to disconnect power for outside contractors and utilities



Services Provided by Siemens

- Siemens call and dispatch center (1-800-LIGHTS-ON) will be available to the City and the members of the community 24 hours a day, 7 days a week. For the convenience of your staff, access to report an outage will also be available via the internet
- Siemens provides all traffic control and safety equipment that is needed to protect technicians and the public
- Siemens will obtain all necessary permits on State owned highways
- Coordination with city staff, residents, and businesses as needed for difficult access to lights
- Highly qualified and trained personal
- Fleet of specially outfitted vehicles, which are supplied with the latest tools and equipment
- Siemens will provide GIS map updates when new poles are added through developer or city projects.

Extraordinary/Emergency Maintenance

Extraordinary maintenance includes all the labor and materials necessary to ensure the safe and efficient operation of the City’s street lights that go beyond the normal routine preventative maintenance programs established by this contract. Generally extraordinary maintenance involves the replacement of equipment damaged by Acts of God, civil disorder, vehicle collisions or vandalism, construction activities, metal fatigue or defects, or equipment failure due to age or deterioration. With the exception of pole knockdowns and other emergency situations, extraordinary maintenance requires written approval from the City of Huntington Beach before any work is scheduled. Siemens will prepare estimates showing the cost breakdown of materials and labor for the services and submit this information to the City of Huntington Beach for approval. Extraordinary Maintenance is not included as a part of the pricing of this document and will be billed separately to the City following their approval of the work.

Response Time

Siemens shall respond onsite within one (1) hour of receiving the call for Emergency calls, 24 hours a day, 7 days a week, 365 days a year. Emergencies are defined as pole down, on the ground, with the pole energized, exposed wiring or road closure due to knock-down. Siemens shall respond within 3-5 days for non-emergency calls.

Knockdowns

Siemens will perform in-house or engage third party services for knockdown replacements.

Siemens will be responsible for the following knockdown repair tasks:

1. Replace knockdown with like pole
2. Identify ownership of pole and route service request appropriately
3. When necessary; cut bolts, chip down foundation and restore area to existing surrounding
4. Stock inventory of replacement streetlight poles with standard pole type
5. Communication and coordination with utility company
6. Supply city with a costed statement of service for knockdown when needed

Knockdown Limit

Based on historical data of the City and the history of surrounding Cities, Siemens has estimated [name of city] to experience approximately [#] knockdowns per fiscal year. Therefore, Siemens will responsible up to [#] streetlight knockdowns per City fiscal year within the contract, should this option by selected. The program is an estimated projection for the year and will be followed by:

- In the event the City experiences *more than* [#] knockdowns per fiscal year, Siemens will appropriately bill the City for the repair at a time and material rate. Siemens will continue to represent the City in the insurance recovery for poles exceeding the yearly limit.
- In the event the City experience *less than* [#] knockdowns per fiscal year, Siemens will use the remaining knockdowns to replace Siemens suggested/City approved streetlight upgrades. Suggested pole replacements will be provided in the quarterly maintenance report.

Additions and Reductions of Poles

The City will have the ability to add or deduct poles to the maintenance program at any time during the contract. Requested additions or reductions can be made via email to the designated Project Manager. The City will receive an amendment to the contract stating the adjustment within thirty (30) days of the initial request. All alterations will reflect the current contract pricing.

STATEMENT OF QUALIFICATIONS
DESIGN-BUILD MACC FOR
INTELLIGENT CITIES
OUTDOOR LIGHTING RETROFITS



PREPARED FOR: **CITY OF SAN DIEGO, PUBLIC WORKS CONTRACTS**

SUBMITTED: **NOVEMBER 15, 2016**

 **BARNHART-REESE CONSTRUCTION**
10805 THORNHUNT ROAD, SUITE 200
SAN DIEGO, CA 92127 | (858) 592-6500

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***SUBCONTRACTOR DOCUMENTATION INCLUDED AS A
SEPARATE ATTACHMENT***



Acknowledgement of Addenda

1



1. ACKNOWLEDGEMENT OF ADDENDA



Barnhart-Reese Construction, Inc. acknowledges receipt of the following addenda to this SOQ as listed on the PlanetBids website:

- No addenda posted





Identification of Design-Builder 2



2. IDENTIFICATION OF DESIGN-BUILDER



1. Legal Name and Address:

Barnhart-Reese Construction, Inc.
10805 Thornmint Road, #200
San Diego, CA 92127

2. Legal Form:

California S Corporation.

3. Year of Establishment:

Barnhart-Reese has maintained its San Diego headquarters since its inception in 2008.

4. Parent:

Barnhart-Reese has no parent company.

5. San Diego Office Address:

All of our employees work from our company headquarters at 10805 Thornmint Road, #200, San Diego, CA 92127.

6. Firm Contact:

Tamela Barnhart Reese, LEED AP
President | treese@barnhartreese.com
(858) 592-6500



7. Number of employees in San Diego:

27

8. Team Licenses:

Barnhart-Reese Construction:

City of San Diego Business License
#B2009008065, Expires 5/31/2017.

California State Contractors Licence
Number 912130, Class A, B, expires
3/31/2018.

Johnson Consulting Engineers:

Gary Johnson, PE, Electrical Engineer
E-11512 | Expiration: 06.30.2018

SMR Consulting Structural Engineers:

Civil Engineer C-33464 | Expiration:
06.30.2018; Structural Engineer S-2834 |
Expiration 06.30.2018

City of San Diego SLBE 14SI1233

Energy Retrofit Co.:

Contractors License Number 924719,
Class B, C10 |
Expiration: 03.31.2017

CTE, Inc.

Contractors License Number 786098,
Class C10 | Expiration: 06.30.2018
City of San Diego ELBE 11CT0226

9. SOQ Firm Contact:

Tamela Barnhart Reese, LEED AP
President
10805 Thornmint Road, #200
San Diego, CA 92127
treese@barnhartreese.com | (858) 592-6500



Exceptions to the RFQ

3



3. EXCEPTIONS TO RFQ



The Barnhart-Reese Construction, Inc. Design-Build Team take no exceptions to this Statement of Qualifications. Please see our Attachment C - Certification of Exceptions to the Request for Qualifications on the following page.



City of San Diego Skyline Branch Library

ATTACHMENT C

CERTIFICATION OF EXCEPTIONS TO THE REQUEST FOR QUALIFICATIONS DOCUMENTS

INTELLIGENT CITIES OUTDOOR LIGHTING RETROFITS MACC RFQ CONTRACT

The undersigned, a duly authorized representative of Barnhart-Reese Construction, Inc.
(Company Name)

hereby stipulates that Barnhart-Reese Construction, Inc. takes no exceptions to this
(Company Name)

Request for Qualifications and its attachments as referenced in this RFQ.



Authorized Representative

November 14, 2016
Date

Tamela Barnhart Reese, President
Authorized Representative's Title

Barnhart-Reese Construction, Inc.
Company

OR

The undersigned, a duly authorized representative of _____
(Company Name)

hereby stipulates that _____ takes the following
exceptions
(Company Name)

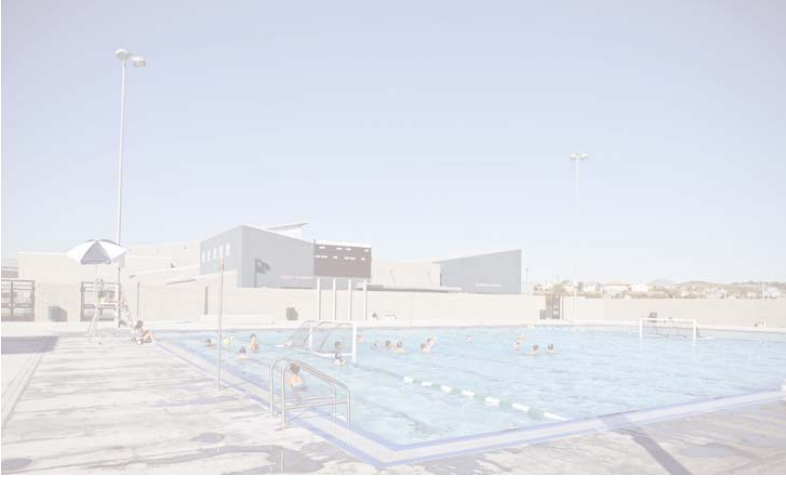
to this Request for Qualifications and its attachments as referenced in this RFQ.

Authorized Representative

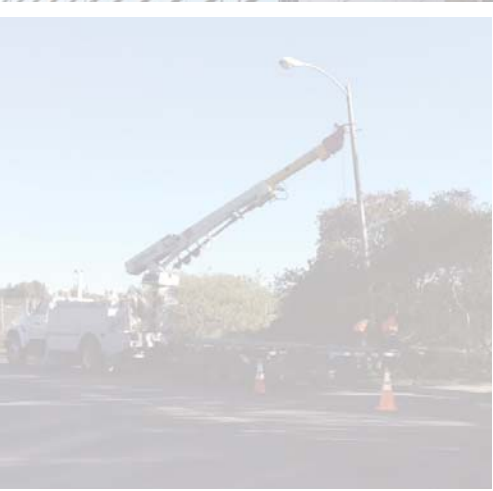
Date

Authorized Representative's Title

Company



Executive Summary 4



4. EXECUTIVE SUMMARY



Barnhart-Reese has brought together several design, engineering and energy experts to provide the City of San Diego with an exceptional and professional team to execute this exciting program. Our team brings several benefits to your program:

Past Experience Working as a Team

Barnhart-Reese has decades of civic and educational experience in San Diego, Riverside, and Orange Counties. Barnhart-Reese Construction believes it is important to have consultants and contractors performing critical path work who have the proven ability to deliver on significant projects. Our consultant team was selected based not only on value, but also on previous outstanding performances with our team.

Barnhart-Reese staff has delivered numerous high quality projects for the Cities of San Diego, Poway, Carlsbad, National City, and Chula Vista, as well as projects for the County of San Diego and San Diego Unified Port District. All of the projects were completed using collaborative alternative delivery methods such as design-build, and construction management at risk, so our staff members and management have experience working together to design and build successful environments and supporting infrastructure.

Team Members **Johnson Consulting Engineers**, Electrical Engineers, and **Energy Retrofit Company**, Electrical Contractor, are currently working with Barnhart-Reese Construction *providing Proposition 39 Services to the Poway Unified School District*. The schools are being upgraded using Proposition 39 funding and SDG&E rebates for projects including installation of new CREE LED troffers, LED T8 tubes, and exterior LED fixtures, as well as upgrades and recommissioning of HVAC systems.

We have included **CTE Inc. Electrical Contractors** on our team, as specialist in the installation, replacement and maintenance of all types of street lights, including sports lighting. CTE Inc. Electrical currently is fulfilling JOC Electrical Contracts with the City of San Diego, and Installation and Repairs to Sports Park Lighting and Hockey Rink Lighting for the 4S Ranch Parks and Recreation Department. **CTE Inc. Electrical is certified as a City of San Diego ELBE.**

For any structural needs, we have included SMR Consulting Structural Engineers on our team. SMR has successfully completed several projects for the City of San Diego, including the City of San Diego Vault, Pump Station 84 and Black Mountain Ranch Sewer Lift Station, Pump Station 92. **SMR is certified as a City of San Diego SLBE.**

Barnhart-Reese Construction, Inc.

Barnhart-Reese Construction, a deb company, was founded on the experience and 40 years construction expertise of Douglas Barnhart and his family. Barnhart-Reese began operations in late 2008 after the sale of his flagship company, Barnhart, Inc.

Barnhart management has a decades-long, successful past of delivering high quality projects for public works, including the Design-Build Skyline Branch Library, which had its grand opening in October, and the Bayside Fire Station No. 2, currently in construction for the City of San Diego. Barnhart-Reese is also completing Prop 39 Construction Management Services for the Poway Unified School District and completed Prop 39 Planning for Fallbrook Union Elementary School District.

4. EXECUTIVE SUMMARY



Barnhart-Reese Team members have overseen construction of many of San Diego's prominent projects, including Petco Park, UCSD Supercomputer Center Expansion, SDSU College of Arts and Letters, SDSU Tony Gwynn Stadium, Ronald McDonald House of San Diego, Poway City Hall, National City Education Village, San Diego Chargers Park, and the Douglas and Nancy Barnhart Cancer Center in Chula Vista for Sharp Healthcare.

Our team's experience as a design-builder is also unrivaled by competitors. Our proven methods and planning, particularly in the important preconstruction process, has various strategies for risk management and mitigation.

Barnhart-Reese has an excellent working relationship with Historically Underutilized Business Enterprises (HUBE), due to its management and staff's past experience with public works, GSA, and NAVFAC contracting. These businesses have become vital partners to us and are considered for every contracting opportunity, whether it is required or not.

For the recently completed Skyline Branch Library for the City of San Diego, over 21.4% of the subcontractor and design team was made up of local SLBE/ELBE firms, far outreaching the City's 12.3% goal for the project.

Past Experience with Energy Conservation Projects

Unique to our team, is our experience with Proposition 39 energy conservation projects. Barnhart-Reese is currently overseeing Prop 39 Planning and Retrofit work for the Poway Unified School District. Work includes modifications to lighting, HVAC, networked lighting, as well aquatic center equipment and retro-commissioning. Barnhart-Reese worked with the district from funding, planning, dashboard development and work execution.



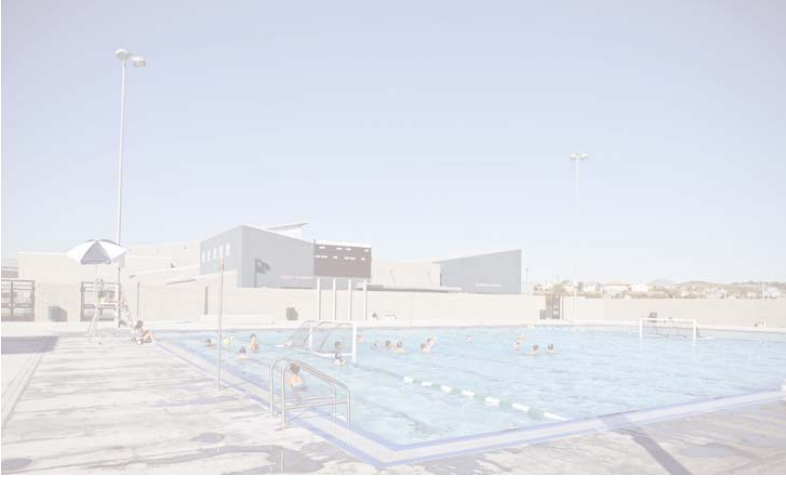
Past Experience with Adaptive Controls Technology for Outdoor Lighting

ERC installed Daintree wireless controls on exterior site lighting in Lexus, Escondido and Toyota Carlsbad dealerships. Wireless controls from LED lighting fixtures were installed and commissioned to operate according to the specific site schedules. Each fixture was commissioned according to the location on the property. For example, the front row of fixtures were set to dim down to approximately 30% of the full light output at 10pm each night, unless occupancy was detected, in which case the fixture would return to full brightness.

Local Owners and Decision Makers

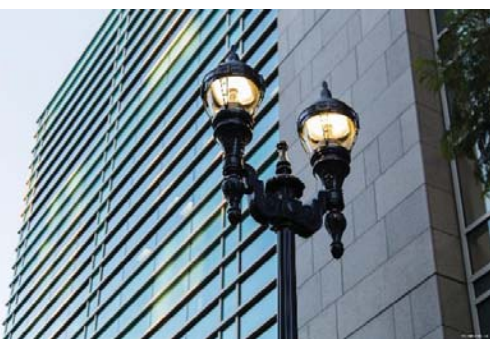
Also unique to our team is that we are truly a local team. Barnhart-Reese, Johnson Consulting Engineers, CTE, Inc. Electrical Contractors, and SMR Consulting Structural Engineers are all headquartered in San Diego County, and Energy Retrofit Company is headquartered in Temecula. The key decision makers are actively involved and have the ability to make timely and effective decisions. City personnel will have access to our principal leadership throughout the MACC projects. Decisions will be made promptly and in consideration of the ultimate goals of the project.

We feel our team will bring exceptional service and expertise to your project. We thank you for your consideration.



Experience and Technical Competence

5



5. EXPERIENCE AND TECHNICAL COMPETENCE



Our highly-qualified team has the experience necessary to complete the City's Outdoor Lighting Retrofit projects.

Past Experience with Adaptive Controls Technology for Outdoor Lighting

Team member Energy Retrofits installed Daintree wireless controls on exterior site lighting in Lexus, Escondido and Toyota Carlsbad dealerships. Wireless controls from LED lighting fixtures were installed and commissioned to operate according to the specific site schedules. Each fixture was commissioned according to the location on the property. For example, the front row of fixtures were set to dim down to approximately 30% of the full light output at 10pm each night, unless occupancy was detected, in which case the fixture would return to full brightness.

Establishing and Enforcing Warranties

In numerous projects, we have been called to enforce warranty service on fixtures that have failed within the first 12 months. Typically, we see <1% failure rate in LED, and an estimated 99% of the service calls have been due to a failed "driver" in the LED fixture. Our team is always responsive to warranty service, and maintains a 48 hour service policy for all warranty issues.

Selecting Outdoor Lighting Fixtures

ERC employee, Matt Kirchwehm has obtained special training and earned a "Certificate of Completion" for the use of AGi32 lighting design software. ERC has used AGi32 software on many project to create photometrics for permitting, evaluating max/min ratios, BUG ratings, and special requirements for illuminance requested by customers or plan check reviewers.

Traffic Control

Team member CTE Inc. has experience in designing traffic control plans and obtaining

traffic control permits for public right-of-way projects. Using Adobe software, they adjust bid documents so they know how many lanes need to be closed, whether the shoulder needs to be closed, as well as traffic control needs. They are currently providing these services to the City of San Diego through JOC contracts.

Mobilization of Workforces

Team member ERC specializes in operational efficiency for large scale projects and utility company deadlines. 2016 was an extreme example, when SDG&E and PG&E utility company rebate deadlines forced ERC to install more than 25,000 fixtures in approximately 250 locations throughout the state of California in a very short (90 day) window.

Sports Lighting

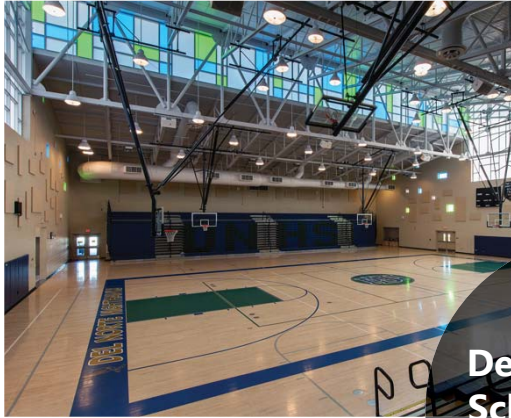
CTE Inc. is an experienced installer of sports lighting and 50+ foot pole heights. They have access to 100 foot lifts for installation, and have recently completed installation and repairs to the sports park lighting and hockey rink lighting for the 4S Ranch Parks and Recreation Department.

Past Experience with Energy Conservation Projects

Unique to our team, is our experience with Proposition 39 energy conservation projects. Barnhart-Reese has experience with Prop 39 projects for K-12 school districts. Barnhart-Reese is currently overseeing Prop 39 Planning and Retrofit work for the Poway Unified School District. Work includes modifications to lighting, networked lighting, HVAC, as well aquatic center equipment and retro-commissioning. Barnhart-Reese worked with the district from funding, planning, dashboard development and work execution.

Examples of the Barnhart-Reese Team's experience in similar projects is included on the following pages.

5. EXPERIENCE AND TECHNICAL COMPETENCE



Del Norte High School Prop 39 Services



District: Poway Unified School District

Project: Del Norte High School Proposition 39 Energy Conservation Services

Year(s): 2014 - 2016

Contact: Carl Rossi, Asst. Director of Facilities (retired 2016)
858.774.6910

Team Members: Barnhart-Reese Const., Johnson Consulting Engineers, and Energy Retrofit Company

Dollar Value of Services: \$805,843

CM Fee: \$123,655

Project Description / Scope of Work:

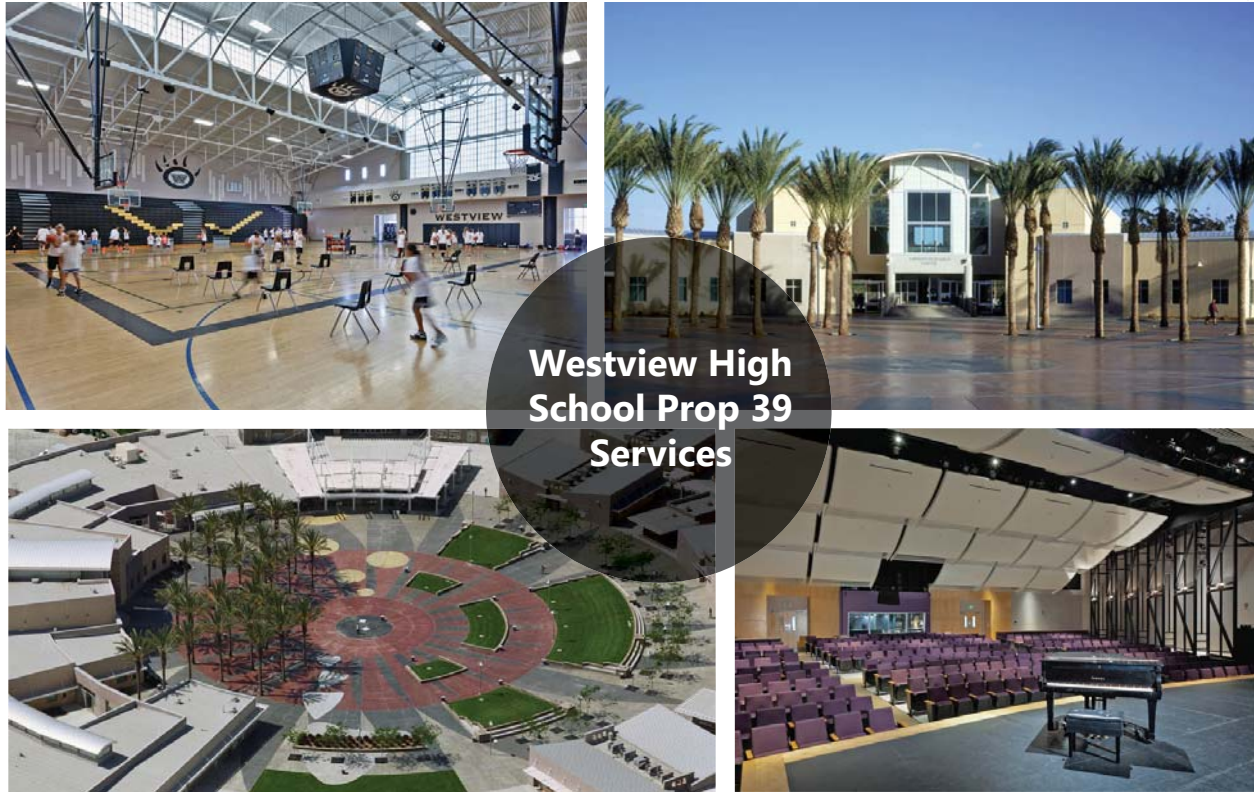
Barnhart-Reese Construction is currently serving as Design-Builders for the Poway Unified School District's Proposition 39 Energy projects. For Del Norte High School, the Barnhart-Reese Team identified energy efficiency measures (ECMs) that will save the District 3,571,496 kBtu per year in natural gas and electricity consumption. A 24% reduction in energy use will be realized in year one after implementation of the identified

ECMs. SDG&E rebate incentives for exterior and interior lighting were utilized. **Retrofit projects included installation of new CREE LED troffers, LED T8 tubes, and exterior LED fixtures.** Low voltage wiring and dimming controls were installed according to the engineer's specifications and plans for the new fixtures in the classrooms.

The HVAC system was recommissioned to optimize equipment effectiveness and improve energy efficiency. The Chiller Pump was upgraded, adding a smaller chilled water pump to the chilled water system equipped with a variable speed drive to dramatically reduce energy usage during off hours and low load conditions. Damper and controls to the Gymnasium Air Handler Units were upgraded for indirect evaporative cooler units.

- ✓ *24% reduction in energy consumption will be realized after 1 year*
- ✓ *SDG&E Rebate Incentives*
- ✓ *New LED Lighting*
- ✓ *Public Client*

5. EXPERIENCE AND TECHNICAL COMPETENCE



Westview High School Prop 39 Services

District: Poway Unified School District

Project: Westview High School Proposition 39 Energy Conservation Services

Year(s): 2014 - 2016

Contact: Carl Rossi, Asst. Director of Facilities (retired 2016) 858.774.6910

Team Members: Barnhart-Reese Const., Johnson Consulting Engineers, and Energy Retrofit Company

Dollar Value of Services: \$1,196,794

CM Fee: \$137,206

Project Description / Scope of Work:

Barnhart-Reese Construction is currently serving as Design-Builders for the Poway Unified School District's Proposition 39 Energy projects. For Westview High School, the Barnhart-Reese Team identified energy efficiency measures (ECMs) that will save the District 4,296,885 kBtu per year in natural gas and electricity consumption. A 37% reduction in energy use will be realized in year one

after implementation of the identified ECMs. SDG&E rebate incentives for exterior and interior lighting were utilized.

Retrofit projects include installation of new CREE LED troffers, LED T8 tubes, and exterior LED fixtures. Low voltage wiring and dimming controls were installed according to the engineer's specifications and plans for the new fixtures in the classrooms.

The HVAC system was recommissioned to optimize equipment effectiveness and improve energy efficiency. Utilized the building automation system to shut down refrigerators unused during summers and extended holiday periods. Based on manufacturer's claims, the addition of a pool cover is expected to save 18,000 therms of gas and \$12,411 annually.

- ✓ 37% reduction in energy consumption will be realized after 1 year
- ✓ New LED Lighting
- ✓ SDG&E Rebate Incentives
- ✓ Public Client

5. EXPERIENCE AND TECHNICAL COMPETENCE



Pershing Middle School Whole Site Renovation



District: San Diego Unified School District

Project: Pershing Middle School Whole Site Renovation

Year(s): 2014 - 2015

Contact: Don Webb
Director of Construction Mgmt.
858.637.6266 | dwebb@sandi.net

Team Members: Barnhart-Reese Const.

Dollar Value of Services: \$15,273,952

Project Description / Scope of Work:

Barnhart-Reese was the general contractor for the Whole Site Renovation to Pershing Middle School. The scope of work included modernization and upgrades to multiple classroom and support/service buildings and related site and underground site utility work, as well as accessibility upgrades to restrooms, locker rooms, gymnasium, and classroom and accessible path of travel upgrades throughout the campus.

Building system improvements include lighting and electrical upgrades, as well as fire alarm, plumbing, HVAC systems and new fire sprinklers added in the auditorium plus structural support for new HVAC equipment. The project was divided into 6 phases to alleviate disruption to the teachers and students.

The new mechanical and electrical systems installed were developed to improve the energy efficiency of this campus and to update outdated systems.

- ✓ *New LED Lighting*
- ✓ *Renovation / Retrofit of HVAC Systems*
- ✓ *Phased construction*
- ✓ *Public Client*

5. EXPERIENCE & TECHNICAL COMPETENCE



Relevant Project Experience

Barnhart-Reese and Energy Retrofit team members are experts at the design and construction of energy retrofit projects because we understand the elements that make up the whole. Below is a sampling of projects completed by our firms showing the breadth of our experience in Design-Build and Energy Retrofit projects.



PERSHING MIDDLE SCHOOL MODERNIZATION

Whole site modernization to multiple classroom and support / service buildings and related site and underground site utility work.

Improvements include electrical, plumbing and HVAC systems.

General Construction | 2015



NATIONAL UNIV. SANFORD CENTER RENOVATION

Renovation of the main lobby area of the Sanford Education Center into a conference center. Included installation of *Solatubes*, *upgrades to electrical, plumbing, HVAC and fire suppression.*

Design-Build | 2014



CASTLE PARK MIDDLE SCHOOL MODERNIZATION *

Whole site modernization including *electrical and mechanical upgrades.* Phased construction / summer modifications over 3 years.

Construction Managers | 2007



NATIONAL CITY MIDDLE SCHOOL MODERNIZATION *

\$9 million whole site modernization including *electrical and mechanical upgrades* and new construction of a locker room addition. Phased construction / summer modifications over 3 years.

Construction Managers | 2007



POWAY HIGH SCHOOL MODERNIZATION *

\$33 million renovations and upgrades to all classrooms and labs, and addition of 2-story classroom building. *Utility upgrade / efficiency improvements, modernization of classroom lighting, power/data.* Phased construction / summer modifications.

Construction Managers | 2007



ROOTS RESTAURANT RENOVATION, UCSD

Managed 8 subcontractors in this renovation on an occupied campus. Included demolition, framing, drywall, wall tiles, paint and finishes, suspended ceilings, glazing, *electrical and HVAC upgrades.*

CM Multi-Prime | 2011



5. EXPERIENCE & TECHNICAL COMPETENCE



ROLLING HILLS ELEMENTARY SCHOOL

Proposition 39 Energy Upgrades include *installation of new CREE LED troffers, LED T8 tubes, and exterior LED fixtures. Low voltage wiring and dimming controls installed in classrooms.*

CM/Design-Build | 2014-2016



SRS MEDICAL OFFICES AT FLOWER HILL

Tenant improvements for Sharp Rees-Stealy. New offices are 29,000 SF on second floor of the new Flower Hill Promenade building in Del Mar. Project included *installation of HVAC, replaced mechanical ductwork, and relocation of interior utilities.*

Design-Build | 2012



GRANGER MIDDLE SCHOOL MODERNIZATION *

Whole site modernization including *electrical and mechanical upgrades.* Phased construction / summer modifications over 3 years.

Construction Managers | 2007



MERCEDES-BENZ SAN DIEGO

Completed *exterior LED lot lighting* for all San Diego County Penske locations in Kearny Mesa and Poway, including Mercedes-Benz, BMW, Lexus SD, Toyota, Acura, Honda, and Mini.

Design-Build | 2015



ANAHEIM CONVENTION CENTER

Replaced all exterior parking lot lighting, roof mounted flood lights, wall packs, and parking garage fixtures in addition to the convention hall interior lighting.

Design-Bid-Build | 2013-2014



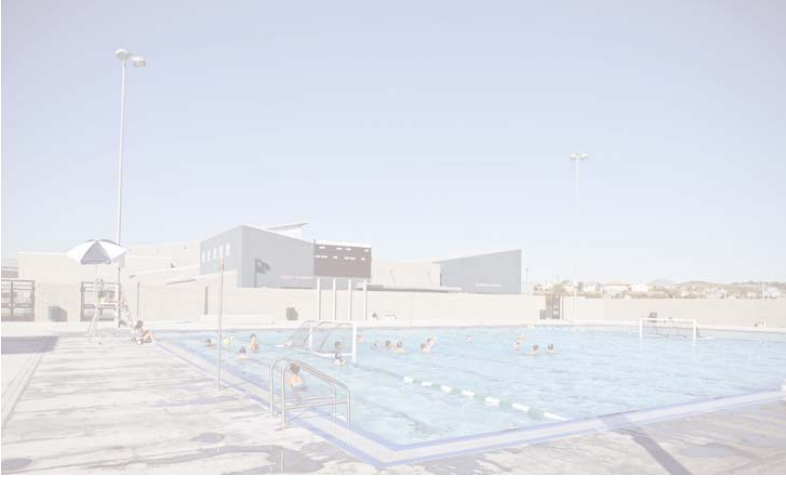
CITY OF TEMECULA

Old HID lighting was replaced with both Induction and LED lighting with controls at the Community Recreational Center and Senior Center parking lots.

Design-Bid-Build | 2014



*Projects completed under Douglas Barnhart's flagship company, Douglas E. Barnhart Construction

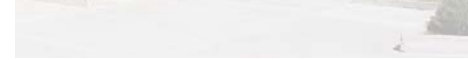


**Barnhart-
Reese**
CONSTRUCTION, INC.



Proposed Method to Accomplish Work

6



6. METHOD TO ACCOMPLISH THE WORK



The Barnhart-Reese Team is well qualified to meet the City of San Diego's goals as listed in the RFP. Below are specifics on how we will implement successful energy conservation measures and building retrofits at City facilities.

Program

Generally across the State of California our civic buildings face a growing financial and facilities crisis. City budgets have become tighter and tighter every year. Amid the financial binds and deteriorating facilities, incentive and rebate programs such as On-Bill Financing (OBF) and Advanced Lighting Controls System Pilot (ALCS Pilot), offer renewed hope to California civic facilities to implement energy conservation measures or add renewable energy sources to reduce energy and operational costs.

We understand that the City is seeking multiple firms to design and build retrofit replacement of outdoor lighting at various roadway, pedestrian, sports lighting, and other types of lighting throughout the City.

We have assembled a team of experts that will provide all the management, communicative and technical resources needed to support the achievement of the City's goals.

DISTRICT GOALS

The team is experienced in providing the services and support required to achieve the City's goals.

1. We have the engineering credentials, hands-on field experience, and energy consuming systems knowledge gained through our years of experience working in the electrical and controls construction industry to identify the most current energy efficient measures and renewable energy generation systems.

2. Our Team has extensive experience working on similar utility, state and federal government funded programs and understand the requirements necessary to fully comply with incentive or rebate program requirements.



Preconstruction

The success of any MACC program is influenced by the quality of the Procurement and Preconstruction Services, and *Barnhart-Reese has the expert knowledge to assist in this crucial stage.* We will work closely with the City of San Diego and our Team of engineers and consultants to develop a plan that meets objectives.

As each of the projects are awarded, we will utilize our tested approach to successful projects. This begins with a kick-off meeting to set overall team goals, and to define roles and responsibilities. Our experience has determined that a focused goal of fostering a team approach from the onset provides the framework for success. *The team will be led by the City of San Diego as it is their facilities that are being retrofitted.*

In order to gain a complete understanding of the City's expectations, we will work closely with City officials and our Team of engineers and consultants. Effective communication between team members is required during the critical preconstruction phase to understand all of the objectives, requirements, and the City's intent. The team will also review all available records of previous meetings and discussions regarding the projects.

6. METHOD TO ACCOMPLISH THE WORK



Barnhart-Reese will schedule and attend all regular and special planning sessions to report our findings, and provide recommendations for revisions to design, detail, and/or specifications. During these sessions, it is expected that timely decisions will be made regarding the recommended options to maintain the established schedule. Follow-up meetings will be conducted as required to ensure the established goals are met. Our interaction with the City and design architects will occur daily because of the many facets from product selection to construction coordination. Barnhart-Reese estimating, scheduling, and management personnel will ensure that the design criteria is reflected accurately.

Constructability Review

For each project, we will perform a 100% constructability review of the proposed design, and as working drawings are developed perform updated constructability review. Continuous effort will be required to ensure the budget is maintained. Barnhart-Reese has created a systematic procedure and checklist for constructability reviews, which serves as a guideline for our team of experts. The key to cost control is ensuring plans and specifications are completely reviewed and comprehensive as possible before the final budget is established. While no constructability review can guarantee 100% accuracy of the design plans and specifications, we have proven success at reducing cost and time impacts during construction. The success of the constructability review can be measured by the change order percentage rate calculated at project completion.

Estimating

Barnhart-Reese's precise project budgeting relies on our historical cost database. Barnhart-Reese will provide an accurate construction cost estimate to the City by using comparative cost studies of elements and systems during the review of construction documents to ensure that cost effective solutions are maintained. Additionally, our estimators are

capable of ongoing monitoring of the project estimate which will ensure the design does not exceed available funds. Barnhart-Reese's estimating management plan includes:

- Continuous verification of program estimates that are based on decisions reached during weekly design team coordination
 - Full review of the project budget at certain completion percentages of working drawings (i.e. 50% and 90%).
 - Recommendations for bid alternates to match work program to budget limitations depending on design growth.
 - Pre-bid meeting coordination
 - Soft bids to ensure budget constraints are not exceeded by design enhancements.
- Soft bids also provide:
- Interest in the project
 - Constructability reviews
 - Value engineering comments
 - Alternate material considerations



Value Engineering

Barnhart-Reese will review the various generations of the drawings with the objective of identifying alternate materials and construction techniques to reduce cost without compromising the quality or the design criteria and present alternatives to the City. Our extensive experience as a builder of public and private facilities, and our recent experience working with school districts on their Prop 39 Energy Efficiency programs, assures "hands on" knowledge of current market trends, product availability, construction techniques and building materials.

6. METHOD TO ACCOMPLISH THE WORK



We will offer suggestions for cost savings, track all options, and assist the City in making final decisions on proposed value engineering suggestions. We will then track the items onto the final construction documents to ensure they are incorporated and coordinated with other project elements.

As construction documents are complete, Barnhart-Reese will prepare cost reduction strategies to incorporate into the bid documents to ensure adherence to the project budget. These suggestions are vital to preserve options and to address market conditions when the final budget is established. The construction market may provide additional savings through selective material/equipment substitutions and/or labor cost savings through state-of-the-art applications. Due to our successful relationships with region's most qualified trade contractors, such as team members Energy Retrofits Company and CTE Inc, we can draw on their experience and knowledge, as well as our own, to provide the City of San Diego with expert construction management.

Scheduling

Barnhart-Reese firmly believes that scheduling is a critical component of the construction process, and understands that time is money. ***A project that completes on time generally completes on budget. Proactive scheduling and planning is an especially critical project component when working in occupied spaces, to ensure the occupants have comfortable use of the facility when required. Great care will be taken when scheduling potentially noisy operations, such as demolition, for after hours or on weekends.***

Barnhart-Reese will manage the construction schedule to ensure the schedule is comprehensive and reflects actual work performed. This will be done by reviewing weekly updates and monthly reports. Should any item or time frame become a concern, Barnhart-Reese will provide schedule sequencing

recommendations to prevent any delays in the overall schedule. Should a schedule recovery be necessary, Barnhart-Reese's proposed Project Manager, working with the appropriate trade contractors, is capable of providing solutions in order to bring construction back on track. Our schedulers are always available and can provide revised and/or recovery schedules as soon as revisions are made. During the government approval phase, Barnhart-Reese can, if requested, provide the services of an expeditor and permit coordinator. Barnhart-Reese will provide monthly updated CPM schedules using Primavera scheduling software, as well as 3-week look ahead schedules, manpower loaded schedules, and recovery schedules if needed.



Site Evaluation

Optimal utilization of the project site is critical to meeting the goals of the project. A well-crafted site plan works to efficiently bring workers, materials and equipment into the project and conveying debris out of the building site. Pre-planning of site logistics, along with consistent and clear communication to all workers, will ensure good habits, promoting safety, neatness and quality. ***We will carefully develop a site utilization plan specifically for each project.*** The plans will center on cordoning off construction areas with construction fencing or other barriers. A construction entrance will be designated to bring materials into the site depending on different phases of the construction. Most main worker ingress and egress, material delivery and associated

6. METHOD TO ACCOMPLISH THE WORK



construction traffic will occur through this entrance, relieving other driveways and areas free of construction traffic and congestion. This area will also allow ease of access for any toilet and trash service vehicles. We feel this area is advantageous in reducing disruption and inconvenience to the building occupants as well as the surrounding community.

Our initial site visit will also include identification of any potential hazards or project challenges so that they may be addressed prior to boots on the ground. We will coordinate with inspectors and the City of San Diego to ensure standards are met and all appropriate approvals are procured. All documents deriving from such will be cataloged in our database.

Team Meetings

Barnhart-Reese will facilitate regular team meetings to foster accountability and teamwork with the design firms, project teams and City staff. Effective communication between team members is essential for a complete understanding of the City's expectations. An initial kick-off meeting will be held to establish team goals, individual member roles and responsibilities and to engender a positive environment for the team to share ideas and information. This open environment is a critical asset as the design unfolds and construction begins, enabling the team to mitigate potential problems before they come to fruition and to brainstorm value engineering, cost saving and innovative ideas for completing your project.

Barnhart-Reese will analyze and manage the trade contractor proposals and after contracts are awarded, we will then assemble, deliver and execute all contract documents. We will also conduct a post-bid conference where the City and design team are present to review and approve the awarded contracts. After all reviews have been made, Barnhart-Reese will then provide an agenda to the City for final project approval. Barnhart-Reese will also

facilitate bimonthly design team meetings and special planning sessions. These meetings will be an opportunity for all involved parties to report findings, inject recommendations for design, detail and or specification revisions and to stay abreast of scheduling concerns and other critical project information. All meeting issues are documented and tracked with a determination of responsibility so all team members are aware of their action items and time lines.



Construction Phase

Barnhart-Reese will begin construction planning during the conceptual stage. By using this early approach, cost and schedule savings can be incorporated by creatively phasing the project to minimize impacts from weather, material procurement issues and other potential problems.

The Barnhart-Reese plan for construction begins and ends with communication. All project stakeholders must be continuously aware of the needs, budget and time constraints relating to the project. Barnhart-Reese will take the lead in ensuring constant communication is maintained, and the design and construction phases are planned accordingly.

By continuously monitoring and updating the construction budget, we can identify problems earlier. Careful planning during the construction phase will minimize impacts due to changes and weather.

6. METHOD TO ACCOMPLISH THE WORK



Project Accounting and Management Systems

Barnhart-Reese will work with the City to ensure the project financial plan will match the design and construction effort. By planning in advance, we can ensure all elements are incorporated into a management system, thus allowing proper reporting of data to all parties. We will also provide the City with a Field Engineer (FE) who will be on site to administrate and coordinate the flow of information traveling back and forth between the architects, contractors and the City. The FE will review and catalog all critical items such as meeting minutes, RFIs, submittals, change items and other vital information pertinent to the project. By reviewing we can ensure payment applications are accurately and timely submitted, giving the City updated and accurate dollar requests.

Barnhart-Reese will also have full-time project management on site to review and process RFIs, submittals, and shop drawings before they are transmitted to the designers for final review and approval.

Management of Project / Lines of Communication

Our full-time on site project management and supervision staff will work closely with the City and trade contractors to administrate and coordinate the work on site during the

construction phase. Weekly owner meetings are critical to ensure issues are addressed and future planning is maintained. Barnhart-Reese will conduct and catalog weekly foreman meeting minutes in order become more aware of the concerns and issues happening on site between all parties involved. This review will help our managers understand field issues and help forecast upcoming work and/or events that may or may not affect the project schedule. By thinking well ahead of today's activities, we can ensure a smooth path to success for your project.

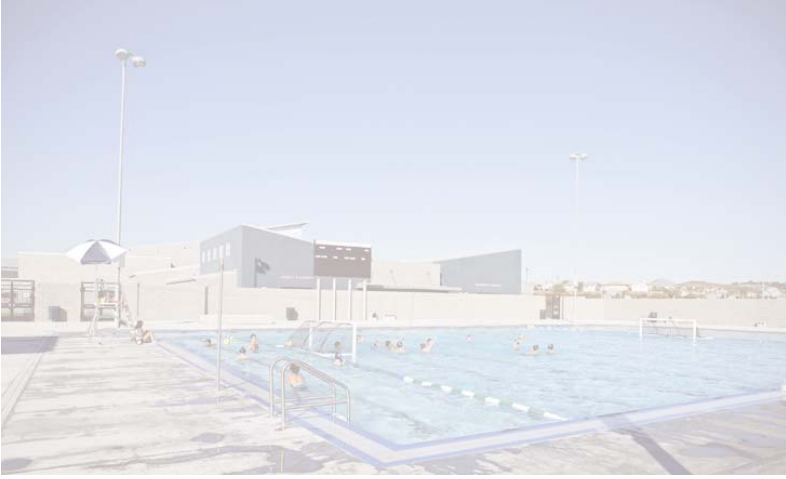
The end goal of our construction process is a high quality facility that is retrofitted on time and within budget. ***Again, communication is the key to success, and we will ensure all stakeholders are continuously aware of the projects' needs.***

Project Closeout

Closeout is another important phase of the project. Barnhart-Reese begins closeout at project commencement by preparing a detailed plan that incorporates commissioning, training, and occupancy. We work with the trade contractors to ensure they are aware of obligations relating to warranties, operations and maintenance documentation, and extra stock. We will assist the City with preparation of a detailed occupancy plan including delivery and installation.



Rolling Hills Elementary School, Poway Unified School District
New LED Lighting, HVAC Renovation/Retrofits, SDG&E Rebate Incentives
Barnhart-Reese Proposition 39 Services Team



Knowledge and Understanding of Local Environment

7



7. LOCAL ENVIRONMENT



Knowledge + Understanding of Local Environment

Barnhart-Reese management and staff have over 40 years experience working in the San Diego region. Douglas Barnhart, the managing principal of Barnhart-Reese, led the joint venture team responsible for construction of San Diego's Petco Ballpark. City staff and agencies are very familiar with Douglas Barnhart and his legacy of good workmanship and partnership with city agencies, inspectors and staff.

The Barnhart-Reese Team are well aware and well-versed in local and environmental laws and regulations, including local rebate and incentive programs.

Our team has a strong understanding of local laws, ordinances, regulations, policies, requirements and permitting and has committed their staff to this project for its duration. The Barnhart-Reese Team is intimately involved in the activities that make our communities better places for all people.

Erica Inderwick, Senior Vice President with Energy Retrofit Co. has extensive experience from her previous employment (ALS) working within the local environment of City buildings. Erica served as the Senior Project Manager responsible for planning and execution of the lighting retrofits for the City of San Diego on various projects such as Beckworth Library, various lifeguard stations, San Vicente Reservoir, Balboa Park Administration Building, Fenton Parkway Library, and the Scripps Ranch Library. During the design phase, Erica worked with City staff to coordinate escorted access into the facilities during the specific hours they requested to conduct audits and installations of these sites. During installation, Erica worked closely with the site point of contact to work in the daily assigned areas. Erica produced daily reports with the status of all work performed the previous day. Close communication between Erica and the city staff allowed the site point of contact to

notify employees that we would be working in their areas within the next few days.

Energy Retrofit Co. (ERC) is a registered Trade Professional with San Diego Gas & Electric (SDG&E), and has dedicated personnel on staff to manage the various utility programs throughout San Diego County. The SDG&E Rebate personnel is incredibly familiar with the various rebate and incentive programs and the rules associated with each program offered through SDG&E. In 2015, ERC invoiced over \$3.5 million in rebates for all customers served in their territory. Details such as verifying all products purchased and installed are on the appropriate qualifying list (DLC or Energy Star), ensuring the rebate paperwork is collected and properly completed, and following all eligibility requirements are a few of the specifics this team of individuals is responsible for.

In addition to the local rebate and incentive programs, ERC has a dedicated staff responsible for SDG&E On-Bill Financing (OBF) processing. This includes, but is not limited to, completing the OBF applications, the OBF supplemental worksheet, having knowledge of customer eligibility, loan limits for various customer types, and most importantly, how to work with the SDG&E staff to get these projects through the approval process. In 2015-2016, the OBF Processing team managed over 50 projects through the 0% Interest OBF Loan programs on behalf of our customers.

Energy Retrofit Co. has extensive knowledge of local Title 24 Lighting standards and controls requirements. Matt Kirchwehm, Chief Estimator for Energy Retrofit Co., has been recognized by the California Advanced Lighting Controls Program as a certified Acceptance Test Technician (ATT). This advanced training program has given Mr. Kirchwehm the ability to design any commercial lighting system to meet the most

7. LOCAL ENVIRONMENT



recent Title 24 lighting and lighting controls requirements. Through proper design and installation practices, advanced controls have the potential to achieve significant additional energy savings for lighting upgrade projects.

Barnhart-Reese staff is conversant with agency approval procedures and current regulations and interpretations. We continuously monitor proposed changes as well as advocate and negotiate creative options, and we sit on numerous advisory boards for support in code regulatory interpretation.

Our process is collaborative – to reach consensus with the City staff and community to identify and respond to project issues and goals.

As we have demonstrated with both the Bayside Fire Station No. 2 and Skyline Hills Branch Library, our process is integrated with an understanding of the City’s regulations, policies and design guidelines. Barnhart-Reese has a great deal of experience in coordinating and working with the City of San Diego. Our staff is knowledgeable with agency approval procedures and current regulations and interpretations. We continuously monitor proposed changes as well as advocate and negotiate creative options.

The BRC Team has experience with the following local incentive programs: SDG&E has a number of ongoing programs for local commercial customers, including the Green Data Program- Energy data from the buildings energy meter is sent to a no cost 3rd party software application and displayed in graphs and other formats to help the user to find ways to save energy and lower bills. Customers can analyze bills and charges, group accounts for collective analysis, track energy efficiency projects, and download high level reports. It helps manage energy use, incorporates other energy analytics programs that are available to use metrics to normalize weather, building size and use and compare with benchmark data.

On Bill Financing – This program offers eligible customers 0% (zero percent) financing for qualifying energy efficient projects. Savings are reflected in the energy bill and offset by your monthly loan payment or if chosen a lease payment.

Energy Efficiency Rebates - The program offers businesses a rebate that offsets the cost of installing energy efficient equipment. Many energy efficient products are included as eligible such as; lighting, packaged air conditioners, energy efficiency control , food service equipment, gas water heating equipment and appliances.

Rebates are also available for other products that save energy including: reflective window film, vending machines controls, pool covers and air compressors.

Customized Offering Energy Incentives Program - Incentives are paid on the existing system retrofit energy savings and permanent peak demand above baseline energy performance.

Environmental Protection Agency Energy Star Portfolio Manager- EPA created a free on line tool to measure and track energy and water consumption, as well as greenhouse gas emissions. It can be used at no cost as a benchmarking tool for the performance of one buildings or a whole portfolio of buildings. The advantage is the EPA’s data base of buildings all across the US and Canada to compare energy use as a benchmark.

Other Local San Diego Environmental Factors

San Diego City Design Criteria - The San Diego City Building Codes, Regulations and Requirements follow the latest California Building Codes with a few exceptions which are detailed in the City Council Docket. The city provides for alternative materials, design or methods based on submittals for board approval and advisory.



Project Organization and Key Personnel

8



8. PROJECT ORGANIZATION & KEY PERSONNEL



The Barnhart-Reese team is a carefully selected Design-Build team. Members were selected specifically for the Intelligent Cities Outdoor Lighting Retrofits MACC projects because of their ability to provide high-quality services, in balance with budget, schedule, safety and their collaborative spirit.

Team Members' Experience

Barnhart-Reese team members are experts at managing construction programs and projects because we understand the elements that make up the whole. Our staff and management have worked with public and private entities locally and statewide. We understand the concerns of your staff members, administration, and the San Diego community.

Barnhart-Reese, along with the majority of our team, are locally owned and headquartered in San Diego County. As such, the staff and management bring a strong local understanding of San Diego law, ordinances, regulations, policies, requirements and permitting as we have designed and constructed hundreds of local projects over the past four decades.

Subconsultant Team Members

We have assembled a strong team of local sub-consultants for the Intelligent Cities Outdoor Lighting Retrofit projects. ***Barnhart-Reese Construction, along with team members Johnson Consulting Engineers and Energy Retrofits is currently serving as Design-Builders for the Poway Unified School District's Proposition 39 Energy projects.*** In addition, our team includes CTE Inc. Electrical Contractors, who specialize in the installation, replacement and maintenance of all types of street lights, including sports lighting. CTE Inc. Electrical is certified as a City of San Diego ELBE.

For any structural needs, we have included SMR Consulting Structural Engineers on our team. **SMR Consulting Structural Engineering**, is a valued partner of the Barnhart-Reese team, having worked with Barnhart-Reese

management on the Design-Build Renovations of BEQ 52609 at Camp Pendleton. SMR is certified as a City of San Diego SLBE.

Current and Planned Workload

Barnhart-Reese Construction is currently underway on the John D. Spreckels Senior Activity Center for the City of Coronado with an estimated completion date of November 30, 2016. The firm is also under way on construction of the Ocean View Terrace Dining Renovation for UC San Diego. Slated for LEED Gold certification, this fast-track project is expected to be completed November 2016.



City of Coronado John D. Spreckels Center Under Construction, August 2016

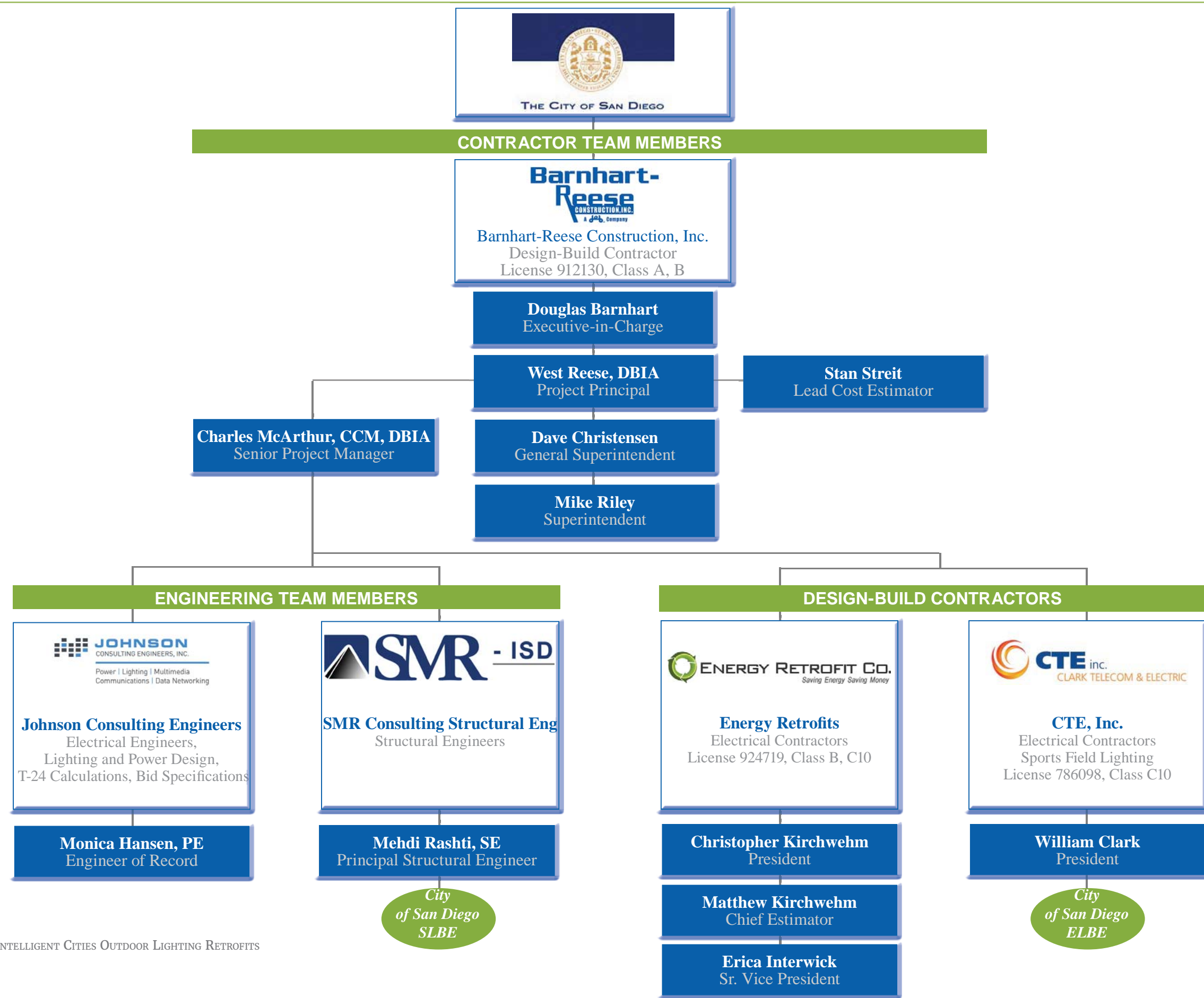
Also for the City of San Diego, Barnhart-Reese is underway on construction for the Bayside Fire Station #2, on-going through September 2017.

Barnhart-Reese was recently awarded the Air and Marine Operations Center Expansion Building 605C at March Air Reserve Base, California, with a completion date in October 2017.

Barnhart-Reese is also in progress on various tenant improvement projects for a medical office building in Temecula. These projects have other staff members assigned to them and they should not affect the level of service anticipated for the City of San Diego.

Following is an organization chart and detailed resumes of our qualified team.

ORGANIZATIONAL CHART



8. PROJECT ORGANIZATION & KEY PERSONNEL



NAME: **Douglas E. Barnhart**
 Chairman / Executive-in-Charge

BRIEF PROFILE: Douglas is the executive-in-charge. He will lead the team, bringing extensive experience to the construction management team. Douglas is an expert in alternative delivery methods and has an exceptional talent for team building and problem solving. Mr. Barnhart is one of the founders of Barnhart-Reese Construction, which was started in 2008 shortly after the sale of his namesake company, Barnhart, Inc. a top local general contractor and one of the top 100 in the U.S. and top 15 in California.

RELEVANT EXPERIENCE:

Poway Unified School District Proposition 39 Services, Poway Design-Build/CM | current 5 year program

Fallbrook Union Elementary School District Prop 39 Services Construction Managers | current 5 year program

Pershing Middle School Whole Site Modernization, San Diego General Contractor | 2015

Modernizations to National City Middle School, Castle Park Middle School, and Granger Junior High School, National City Construction Managers | 2007 (3 year summer mod program)

Oak Valley Middle School, San Diego *
 Lease-Leaseback| 2005

Wolf Canyon Elementary School, Chula Vista *
 CM Multi-Prime | 2007

Chula Vista Elementary School Modernizations, Chula Vista *
 CM Multi-Prime | 1999 - 2004

Southwestern College Higher Education Center, Chula Vista *
 CM at Risk | 2007


Southwestern College Education Village , National City
 CM at Risk | 2004

Herbert Ibarra Elementary School, San Diego *
 Design-Build w/GMAX | June 2005

National City Municipal Library *
 CM Single-Prime | 2005

SDSU College of Arts & Letters, San Diego *
 Design-Build w/GMAX | 2005

* *Projects completed under Barnhart, Inc.*



% of Time dedicated to MACC:
5%

Office Location:
San Diego

Qualifications/License:
 CA Contractors License
 #912130 / Class B, A
 Commissioner, San Diego
 Planning Commission - 4 year
 term starting 2015
 Governor's appointee and
 past-chairman of the California
 Contractor's State License Board
 Active in AGC; served as President
 of San Diego AGC and in 2008
 was President for AGC of America

Current Position:
7 years

Relevant Experience:
40 years

Education:
 Bachelor of Science, Civil
 Engineering, Texas Tech
 University

8. PROJECT ORGANIZATION & KEY PERSONNEL



NAME: West Reese, DBIA Associate
CEO / Project Principal

BRIEF PROFILE: West will provide oversight of the project management team. He will work with the District through design to ensure your goals are met, as well as monitor the budget and schedule to ensure all points are on target.

As project principal, West will be involved in the project from contract award to project commissioning. In addition to his management oversight and coordination responsibilities, he will monitor the project schedule and budget and be involved in any changes to either the owner or subcontractor contracts.

RELEVANT PROJECT EXPERIENCE

Poway Unified School District Prop 39 Services, Poway, CA

Design-Build/CM | 5 year program

Currently providing Prop 39 services for the school district's 38 campuses. Projects include retrofits to exterior and interior lighting, recommissioning HVAC equipment, optimization of building automation system scheduling capabilities, and other energy efficiency measures as determined through benchmarking of each school's energy usage.

Fallbrook Union Elementary School District Prop 39 Services

Construction Manager | 5 year program

Currently assessing energy requirements and demands at each school site in the district to determine energy conservation measures to maximize Prop 39 funding. First task was the review of relocatable classroom building HVAC units. The units, due to their location on campuses, are not currently networked to the campus control systems. Our team is developing a wireless control system so that these units may be controlled remotely, greatly increasing energy savings on several campuses.

Pershing Middle School Whole Site Modernization, San Diego

General Contractor | 2015

Modernization and upgrades to multiple classroom and support/service buildings and related site and underground site utility work. Building system improvements include lighting, fire alarm, electrical, plumbing, HVAC systems and new fire sprinklers. The project was completed in 6 phases to alleviate disruption to the teachers and students.

Del Norte High School, San Diego, CA *

Lease-Leaseback / Design-Assist | 2009

The 212,000 SF campus spans over 62 acres. In addition to classrooms, science and art labs, library, and a performing arts complex, the campus boasts an expansive athletic facility encompassing a sports stadium, ball fields, tennis and basketball courts, pool, gymnasium, as well as shower and locker facilities.

* Projects completed under Barnhart, Inc.



% of Time dedicated to MACC:
10%

Office Location:
San Diego

Qualifications/License:
DBIA Accredited Professional

Current Position:
7 years

Relevant Experience:
12 years

Education:
Bachelor of Arts, University of California San Diego

8. PROJECT ORGANIZATION & KEY PERSONNEL



NAME: Charles McArthur, CCM,
LEED AP, DBIA, Sr. Project Manager

BRIEF PROFILE: Charles McArthur brings more than 26 years of experience in all phases of construction management, including project management, schedule management, and cost management.

Chuck’s responsibilities include the direct oversight of the project team, construction document management between contractors, sub-contractors and the owner, as well as the architect, and cost and schedule management. Chuck will monitor the schedule and coordinate all aspects of subcontractor administration including but not limited to RFI management, change orders, submittal submission and approval, subcontractor billings and documentation of meetings and other events. He will assist West in the preparation of closeout documents.

RELEVANT EXPERIENCE:

Poway Unified School District Prop 39 Services, Poway, CA
Design-Build/CM | 5 year program
Currently providing Prop 39 services for the school district’s 38 campuses. Projects include retrofits to exterior and interior lighting, recommissioning HVAC equipment, optimization of building automation system scheduling capabilities, and other energy efficiency measures as determined through benchmarking of each school’s energy usage.

Fallbrook Union Elementary School District Prop 39 Services
Construction Manager | 5 year program
Currently assessing energy requirements and demands at each school site in the district to determine energy conservation measures to maximize Prop 39 funding. The HVAC units, due to their location on campuses, are not currently networked to the campus control systems. Our team is developing a wireless control system so that these units may be controlled remotely, greatly increasing energy savings on several campuses.

Modernizations to National City Middle School, Castle Park Middle School, Granger Junior High School, National City, CA *
Construction Manager | 2007
Projects included whole school modernizations for National City Middle School, Castle Park Middle School, and Granger Junior High School. Completed as summer modifications phased over 3 summers, the projects included mechanical and electrical upgrades throughout the campuses. In addition to upgrades to classroom buildings, National City Middle School also included new construction of a locker room addition.

Oak Valley Middle School, San Diego, CA *
Lease-Leaseback | 2005
The Oak Valley Middle School consists of six buildings and spans 136,605 square feet. The school features a new library, computer lab, administrative offices, three 2-story classroom buildings, multi-purpose room, gymnasium, and athletic fields.

* Projects completed with Barnhart, Inc.



% of Time dedicated to MACC: 30%

Office Location: San Diego

Qualifications/License:
DBIA Accredited Prof.
Certified Construction Manager (CMAA)
LEED Accredited Prof.
EM-385 1.1 10-Hr OSHA 30
ACI Level I and II Certified
USACE Construction Quality Management for Contractors Certification
Primavera P6 Scheduling

Current Position: 6 years

Relevant Experience: 26 years

Education: Bachelor of Science, Construction Engineering & Technology Louisiana Tech University

8. PROJECT ORGANIZATION & KEY PERSONNEL



NAME

Dave Christensen
General Superintendent

BRIEF PROFILE

Dave Christensen is a seasoned construction professional with 30 years of experience. Dave has spent over sixteen years of his career with Mr. Barnhart and his companies, and enjoys an excellent rapport with owners, architects, and subcontractors. As general superintendent, Dave will have significant project involvement both during preconstruction and construction. His expertise in identifying value engineering opportunities and the development of constructible project elements is exceptional.

Dave’s involvement during preconstruction includes phasing and schedule development and development of the quality control plan. He has extensive knowledge and experience with HVAC, plumbing, gases, instrumentation, equipment, controls, and electrical systems, as well as utility relocations and major infrastructure improvements to ensure no shutdowns during the construction process.

RELEVANT PROJECT EXPERIENCE

Skyline Hills Branch Library, San Diego, CA

Design-Build | 2016 | Slated for LEED Silver

Barnhart-Reese recently completed this 16,500 square foot library for the City of San Diego. The facility includes a multi-purpose/community room, outdoor patio, offices, staff lounge, workroom, and a computer room for patrons.

Sharp Chula Vista Parking Garage, Loop Road and Cooling Tower

Design-Build | 2015 | \$21,000,000

This 260,000 SF project includes improvements as the first phase of the campus master plan, including a 750-car parking garage, new cooling tower, new loop road with underground utilities, infrastructure for a redundant power supply to the campus, healing gardens, signage, and campus entry improvements. The project’s complexity required critical path construction scheduling to complete on a hard deadline, with coordinated commissioning and move in requirements.

SDSU Villa Alvarado Apartments Renovation, San Diego, CA *

Design-Build | 2013 (9 week summer schedule)

The Villa Alvarado Apartments is a hybrid Design-Build project to renovate 8 units using high end finishes such as granite counter tops and house-grade appliances. Once underway, black mold was found in the walls, The project was saved by an innovative solution of sandblasting the studs and sealing them to protect from further mold growth.

Wounded Warrior Hope and Care Center, Camp Pendleton, CA *

2011 | \$33 million | LEED Platinum Certification

This 30,000 SF structure has 38 office spaces and accommodates Wounded Warrior Family Readiness staff, Licensed Clinical Social Workers and Recovery Care Coordinators. The Center also hosts the Battalion’s Warrior Athletic Reconditioning Program, which operates a state of the art physical training facility.

* Projects completed with Barnhart and Balfour-Beatty



% of Time dedicated to MACC:
30%

Office Location: San Diego

Qualifications/License:
OSHA 30 hour Safety Program

OSHA Competent Person
“Excavations” program

OSHA Competent Person
“Scaffolding”

AGC Fall Protection program
Cal OSHA Riggers Card

AGC All-Terrain Fork Lift
Certified

Current Position:
6 years

Relevant Experience:
30 Years

Education:
Army Corps of Engineers
EM-385
10-hour safety program

8. PROJECT ORGANIZATION & KEY PERSONNEL



NAME: Stan Streit
Lead Cost Estimator

BRIEF PROFILE: Stan Streit has been involved in the construction industry for over 32 years. Stan has spent over fifteen years of his career with Mr. Barnhart and his companies, starting out as a Carpenter and working his way up to Project Manager and Senior Project Estimator in the past ten years. Stan works closely with all construction trades, project executives, project managers, superintendents, design professionals, and owners. Stan’s responsibilities include preparation of budgets, estimates, and pre-bid packages. He will work with the project management team in establishing a bidders list, soliciting and evaluating subcontractor proposals and scope of work, preparing quantity surveys, and reviewing project plans and specifications for constructability and value engineering.

RELEVANT EXPERIENCE:

Encinitas Fire Station 2 Reconstruction, Cardiff-by-the-Sea *
Construction Manager | 2012

The new 6,330 SF, single-story station includes offices, a training classroom, physical fitness area and two bays for fire trucks and other emergency equipment; includes dorm rooms, dining area, kitchen and day room and exercise room.

Renovations and Repairs to BEQ 52609, Camp Pendleton, CA *
Design-Build | 2005

BEQ 52609 is a 4-story, 60,000 SF CMU/concrete floor and steel roof structure. It includes sleeping rooms for 308 Enlisted Personnel, Administrative and Clerical offices, common lounge and game rooms and a duty office for the School of Infantry (SOI). Common support areas, including media and game rooms, library reading room, and laundries are centralized in the building. The project scope includes site, building exterior, building interior, FF&E, fire protection, mechanical, plumbing and electrical work.


Rio Seco Elementary School Modernization, Santee, CA *
Construction Management | 2008

\$7.9 million modernization of 15 buildings, including classrooms and library renovation

Rio Seco Elementary School Addition, Santee, CA *
Construction Management | 2008

\$17.1 million addition of a new building to house 10 classrooms. The project was completed in 5 phases to alleviate disruption to the teachers and students.

** Projects completed with Barnhart, Inc. / Balfour-Beatty*



% of Time dedicated to MACC:
15%

Office Location:
San Diego

Qualifications/License:
AED Training
SWPPP
Navy Construction Quality Control
ZERO HARM STOP
Fall Protection Competent Person
Advanced First Aid/CPR

Affiliations/Membership:
Associated General Contractors (AGC)
Construction Management Association of America (CMAA)

Current Position:
4 months

Relevant Experience:
26 years

8. PROJECT ORGANIZATION & KEY PERSONNEL



NAME **Michael L. Riley**
Superintendent

BRIEF PROFILE Michael Riley is a seasoned construction professional with over 27 years of industry experience in construction that includes new building, warranty and renovation work. Michael has a verifiable track record for the successful completion of projects through coordinating trades, developing partnerships, and building positive rapport with architects, engineers, local officials, vendors, and clients, while maintaining budget and quality goals.

Michael will assist with schedule development. During construction he will be on site at least weekly to review construction progress, quality and safety, and to attend owner and trade foreman meetings. His overall guidance during construction will ensure delivery of a safe, on time and quality enhanced project.

RELEVANT EXPERIENCE:

Poway Unified School District Prop 39 Services, Poway, CA
 Design-Build/CM | 5 year program

Currently providing Prop 39 services for the school district’s 38 campuses. Projects include retrofits to exterior and interior lighting, recommissioning HVAC equipment, optimization of building automation system scheduling capabilities, and other energy efficiency measures as determined through benchmarking of each school’s energy usage.

Pershing Middle School Whole Site Modernization, San Diego
 General Contractor | 2015

Modernization and upgrades to multiple classroom and support/service buildings and related site and underground site utility work. Building system improvements include lighting, fire alarm, electrical, plumbing, HVAC systems and new fire sprinklers. The project was completed in 6 phases to alleviate disruption to the teachers and students.

Murrieta Unified School District *

Provided warranty services for construction projects for the Murrieta Unified School District at Antelope Hills Elementary, Buchanan Elementary, Rail Ranch Elementary, Vista Murrieta High, Warm Springs Middle School, Murrieta Valley High School.

Temecula Unified School District *

Provided warranty services for construction projects at Temecula High, Temecula Middle, Abbey Reinke Elementary, Crown Hill Elementary, Bella Vista Middle, Temecula Elementary, Margarita Middle, Joan Sparkman Elementary, Chaparral High, Gardner Middle School.

** Project completed with previous employer*



% of Time dedicated to MACC:
100%

Office Location:
San Diego

Qualifications/License:
GC, B-1 #368322

Current Position:
1 year

Relevant Experience:
27 years

Education:
Construction Estimating,
Orange Coast College,
Orange, CA

8. PROJECT ORGANIZATION & KEY PERSONNEL



NAME: **Monica Hansen, P.E.**
Engineer of Record

BRIEF PROFILE: Monica Hansen has over 25 years in electrical engineering system design experience from conception thru construction administration. Her technical expertise includes electrical power distribution design, energy efficient lighting design, fire alarm systems, signal and communication systems, controls and emergency power systems, and building security systems. The combination of her experience and commitment to improving and providing quality facilities is an asset to the team. Monica’s responsibilities would include project coordination of electrical system design and development, electrical service upgrades, electrical distribution improvements, specifications, cost estimates, energy compliance, energy management system upgrades and project specific electrical system design support and construction administration throughout the entire project.

RELEVANT EXPERIENCE:

Escondido Union School District | Current

Review of the existing electrical systems to determine the condition of those systems, and recommend which items will require modernization or upgrade. This review covers all campuses within the district. JCE will evaluate the existing power systems, lighting, fire alarm, telephone / Intercom system, data network and security systems and recommend energy efficiency opportunities.

Murrieta Mesa High School - Murrieta Valley USD | 2011


The scope of this project was to provide the electrical system design for the construction of the new high school which is a 275,000 square foot facility that includes a stadium and pool.

Johnson Consulting Engineers completed the design for power distribution, lighting, data networking, fire alarm system, intercom, clock, telecommunications and classroom audio/visual systems. Design also included sports lighting and sound system at both the stadium and swimming pool venues. The electrical and technology system designs utilize the latest in energy efficiency and exceeds California’s Title 24 energy requirements by up to 29.4%, and met the latest Building Codes, National Fire Codes and Industry Referenced Standards.

San Marcos High School - San Marcos USD | 2014

Located on a 45 acre site, the 425,000 SF of building area is designed to engage up to 3, 200 students. The planning phase was a highly inclusive process involving multiple groups, in meetings that varied in format from formal presentations to informal workshops, charrettes, and work sessions. Students, parents, faculty, the community, and representatives from SMUSD were involved throughout the development of the design solution.

The education facility was constructed over a 36 month period and was done over three phases. JCE scope of work consisted of power distribution, lighting, security and fire alarm system, video surveillance, classroom audio visual and voice-data infrastructure.



% of Time dedicated to MACC:
40%

Office Location:
Poway

Qualifications/License:
California Registered Professional Engineer No. E-14781, expires 6/30/17

Professional Affiliations:
Community College Facility Coalition
National Fire Protection CA Coalition for School Housing
Illuminating Engineering Society

Current Position:
1 year

Relevant Experience:
25 years

Education: Bachelor of Science, Electrical Engineering, 1988
Boston University

8. PROJECT ORGANIZATION & KEY PERSONNEL



NAME: **Mehdi Rashti, S.E.**
Principal Structural Engineer

BRIEF PROFILE: Since founding the company 38 years ago, Mr. Rashti has provided structural engineering services on a wide range of projects throughout San Diego and the State of California for clients in both the private and public sectors.

Project building types include schools, libraries, community centers, recreational facilities, fitness centers, office buildings, parking structures, dining facilities, and more.

RELEVANT EXPERIENCE:

Energy Investment Services – Miramar Marine Corps Air Station, San Diego, CA | Principal Structural Engineer

Provided structural support services for this project which involved mechanical and electrical upgrades to 8 buildings on the campus. The projects, which were identified from Base Energy Audits, included the replacement of 37 mechanical units, the repair and/or replacement of numerous heat pumps, packaged AC units, condensing units, and other equipment.

HVAC/DDC Replacement – Miramar Marine Corps Air Station, San Diego, CA | Principal Structural Engineer

Provided structural support services for this project which involved mechanical and electrical upgrades to 19 buildings on the campus. The projects included the replacement of 147 mechanical units, the repair and/or replacement of numerous heat pumps, packaged AC units, boilers, chillers, packaged roofing units, condensing units, and other equipment.

Systems Energy Optimization and Repair Project – Marine Corps Air Station, Yuma, AZ | Principal Structural Engineer

Provided structural support services. The project included the repair and/or replacement of HVAC and electrical equipment in five buildings to satisfy energy efficiency requirements. The project required optimization of HVAC equipment, the building envelope, and the lighting systems within the five buildings.

Renewable Energy Photovoltaic Project – Marine Corps Recruit Depot (MCRD) – San Diego, CA | Principal Structural Engineer

Provided structural support services for a renewable energy project at MCRD involving the design of an extensive roof-mounted PV array which helped the project achieve LEED Platinum certification



% of Time dedicated to MACC:
17%

Office Location:
San Diego

Qualifications/License:
California Registered Civil Engineer No. C-33464, 06.30.2018; Structural Engineer S-2834, exp. 06.30.2018
Registered Engineer in 12 other states

Professional Affiliations:
Structural Engineers Association of California
State Emergency Services & The Structural Engineers Risk Management Council

Current Position:
38 years

Relevant Experience:
38 years

Education: Master of Science, Structural Eng., CSU Pomona, 1980
Bachelor of Science, Structural Engineering, University of Sussex, Brighton, England, 1978

8. PROJECT ORGANIZATION & KEY PERSONNEL



NAME

Christopher Kirchwehm
Founder and President

BRIEF PROFILE

Christopher Kirchwehm offers 15 years of experience in all aspects of energy efficient lighting systems, including LED lighting technologies, daylight harvesting and occupancy control systems, California Title 24 lighting standards and utility incentive programs.

As the founder and president of Energy Retrofit Co. (ERC), Chris has provided direct oversight of his staff as the company performed several thousand lighting upgrades resulting in millions of dollars in annual energy savings. On behalf of ERC Chris has received over 35 awards for energy efficiency, including 1st Highest kWh and kW Energy Savings (SCE) and Top Performer Total kWh Savings for all service areas (PG&E).

RELEVANT EXPERIENCE:

City of San Diego – Various Sites, San Diego, CA

Owner, 2009-2011

Through the SDG&E small business rebate programs, the City of San Diego was able to retrofit many of their facilities from T12 fluorescent lighting to T8 fluorescent lamps and electronic ballasts. Many of the sites included were the life guard stations, fire stations, offices and libraries.

Poway Unified School District, Poway, CA

Owner, 2015-2016

Four Poway USD schools were upgraded using Prop 39 funding and SDG&E rebates. ERC installed new CREE LED troffers, LED T8 tubes, and exterior LED fixtures. Low voltage wiring and dimming controls were installed according to the engineer’s specifications and plans for the new fixtures in the classrooms. Provided comprehensive oversight from start to finish.

City of Temecula – Various Sites, Temecula, CA

Owner, 2012-2014

Several buildings and parking lots were upgraded throughout Temecula using Federal stimulus funding along with the SCE rebate programs, including two Fire Stations, the Community Recreation Center and the Senior Center. Low wattage T8 lamps and electronic ballasts were installed along with occupancy controls to maximize energy savings. LED lighting with bi-level occupancy controls were installed in the parking lots. Provided comprehensive oversight from start to finish.

Toyota Carlsbad, Carlsbad, CA

Owner, 2016

Project included LED upgrades to all interior and exterior fixtures, LED replacement T8 lamps, and occupancy controls. This project featured GE exterior site lighting controlled by Daintree wireless system. The Daintree control system was installed by ERC during the lighting installation and was commissioned by ERC and Daintree staff. Provided comprehensive oversight from start to finish.

% of Time dedicated to MACC:
34%

Office Locations:
Temecula, San Diego

Qualifications/License:
B & C10 Contractor
#924719, B, C-10
Expiration: 03.31.2017

Current Position:
8 years

Relevant Experience:
12 years

Education:
Bachelor of Science,
Sociology,
University of California Irvine

8. PROJECT ORGANIZATION & KEY PERSONNEL



NAME **Matthew Kirchwehm**
Chief Estimator

BRIEF PROFILE Matthew Kirchwehm has 8 years of experience in the lighting industry. He has worked diligently to increase his knowledge base to include sales support, an in depth understanding of Title 24 requirements, rebate programs, and lighting design.

Matt has helped Energy Retrofit Co. (ERC) grow and mature into the successful business it has become. His passion is helping customers achieve significant savings, quality, and aesthetics that efficient LED retrofits provide.

RELEVANT EXPERIENCE:

Poway Unified School District, Poway, CA

Project Estimator, 2015-2016

Four Poway USD schools were upgraded using Prop 39 funding and SDG&E rebates. ERC installed new CREE LED troffers, LED T8 tubes, and exterior LED fixtures. Low voltage wiring and dimming controls were installed according to the engineer’s specifications and plans for the new fixtures in the classrooms.

City of Temecula – Various Sites, Temecula, CA

Project Estimator, 2012-2014

Several buildings and parking lots were upgraded throughout Temecula using Federal stimulus funding along with the SCE rebate programs, including two Fire Stations, the Community Recreation Center and the Senior Center. Low wattage T8 lamps and electronic ballasts were installed along with occupancy controls to maximize energy savings. LED lighting with bi-level occupancy controls were installed in the parking lots.

County of San Diego – Various Sites, San Diego, CA

Project Estimator, 2014-2015

The County aggressively pursued energy efficient lighting projects throughout multiple facilities, including the Administration building, George Bailey Detention Facility and North County Regional Center. All projects included retrofitting the interior T8 and T12 fluorescent lighting to low wattage T8 lamps and new ballasts and the exterior fixtures were upgraded to LED.

Toyota Carlsbad, Carlsbad, CA

Project Estimator, 2016

Project included LED upgrades to all interior and exterior fixtures, LED replacement T8 lamps, and occupancy controls. This project featured GE exterior site lighting controlled by Daintree wireless system. The Daintree control system was installed by ERC during the lighting installation and was commissioned by ERC and Daintree staff. Provided comprehensive oversight from start to finish.



% of Time dedicated to MACC:
33%

Office Location:
Temecula, San Diego

Qualifications/License:
CALTCP Acceptance Technician

LEED Certified

AGI32 Lighting Design

PMP Project Management

Current Position:
8 years

Relevant Experience:
8 years

Education:
MBA, Business, University of Phoenix
Bachelor of Science, Political Science, UCSD

8. PROJECT ORGANIZATION & KEY PERSONNEL



NAME **Erica Interwick**
Sr. Vice President

BRIEF PROFILE Erica Inderwick has been in the lighting industry since 2001. She has experience in all phases of the lighting project from inception to project completion. Her responsibilities include management of each project and working as the primary liaison between Energy Retrofit Co. and the customer. In addition, she reviews each project daily to ensure it is on track meet the schedule and cost projections.

Erica has always maintained strong relationships with the various utility company Program Managers and their teams. She is very familiar with the various rebate/incentive programs, On-Bill Financing and third party programs.

RELEVANT EXPERIENCE:

Poway Unified School District, Poway, CA

Project Manager, 2015-2016

Four Poway USD schools were upgraded using Prop 39 funding and SDG&E rebates. ERC installed new CREE LED troffers, LED T8 tubes, and exterior LED fixtures. Low voltage wiring and dimming controls were installed according to the engineer’s specifications and plans for the new fixtures in the classrooms.

City of Temecula – Various Sites, Temecula, CA

Project Manager, 2012-2014

Several buildings and parking lots were upgraded throughout Temecula using Federal stimulus funding along with the SCE rebate programs, including two Fire Stations, the Community Recreation Center and the Senior Center. Low wattage T8 lamps and electronic ballasts were installed along with occupancy controls to maximize energy savings. LED lighting with bi-level occupancy controls were installed in the parking lots.

County of San Diego – Various Sites, San Diego, CA

Project Manager, 2014-2015

The County aggressively pursued energy efficient lighting projects throughout multiple facilities, including the Administration building, George Bailey Detention Facility and North County Regional Center. All projects included retrofitting the interior T8 and T12 fluorescent lighting to low wattage T8 lamps and new ballasts and the exterior fixtures were upgraded to LED.

Coastal Academy Charter School, Oceanside, CA

Project Manager, 2016

This Prop 39 funded project was designed and installed by ERC to include LG Simple Choice LED troffers with daylight harvesting and occupancy controls. ERC staff specified the dimming controls and provided full commissioning of the system using an Android operating system commissioning device.



% of Time dedicated to MACC:
33%

Office Location:
Temecula, San Diego

Current Position:
1 year

Relevant Experience:
15 years

Education:
Bachelor of Science, Organizational Leadership, Azusa Pacific University

8. PROJECT ORGANIZATION & KEY PERSONNEL



NAME **William Clark**
President

BRIEF PROFILE William Clark started Clark Telecom & Electric (CTE Inc.) in 1992, completing electrical services in a wide array of Electrical niches which include sports field lighting, street lighting and traffic signals.

CTE provides new street light installations, street light replacements, and street light maintenance throughout San Diego County, including current JOC Electrical Contracts with the City of San Diego.

RELEVANT EXPERIENCE:

CTE currently provides street light services to the following municipalities and utilities:

City of San Diego, Electrical JOC Contracts

2012 - Present

Installation of New Street Lights and Relocation of City Street Lights.

City of Encinitas, Street Light Maintenance Contract

2012 - Present

Installation and Repairs of City Street Lights, Parking Lot Lights and Sports Field Lights.

City of El Cajon, Street Light Maintenance Contract

2012 - Present

Installation and Repairs of City Street Lights, Parking Lot Lights, Sports Field Lights and City Park Lights.

City of La Mesa, Street Light Maintenance Contract

2012 - Present

Installation and Repairs of City Street Lights, Parking Lot Lights, Sports Field Lights and City Park Lights.

4S Ranch Parks and Recreation

2016

Installation and Repairs to Sports Park Lighting and Hockey Rink Lighting.



Office Location:
San Diego

Current Position:
24 years

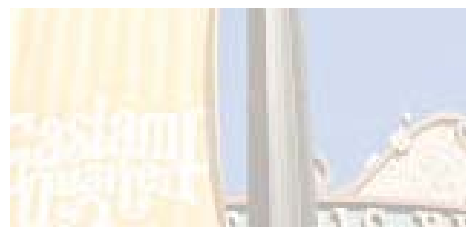
Relevant Experience:
24 years

Certifications:
C-10 Electrical License 786098
IMSA Certified Level 2



Equal Employment and Contracting Information

9



9. EQUAL EMPLOYMENT & CONTRACTING



Please see Work Force Reports following in this section.

Barnhart-Reese views the Minority Business Enterprise, Women Business Enterprise, Disadvantaged Business Enterprises, Disabled Veteran Business Enterprise, Other Business Enterprise, Emerging Local Business Enterprise, and Small Local Business Enterprise utilization program as a continuation of a past and present commitment to assist those concerns and provide them with the maximum practicable opportunity to participate in the procurement process.

It is the policy and intention of Barnhart-Reese to fully honor and implement the laws governing contracts into which the company enters. Further, Barnhart-Reese is dedicated to the unconditional support of the contractor outreach utilization program and realizes that successful achievement of this program's objectives requires the full support of all levels of management.

It is the policy of Barnhart-Reese to support these targeted firms in their efforts to grow and prosper. Barnhart is dedicated to providing these firms the maximum practical opportunities to compete for products and services procured in support of our needs irrespective of the source of funding.

Past Performance

Success of Barnhart's subcontracting and local workforce outreach efforts has been honored by the Black Contractors Association of America San Diego Chapter. Doug Barnhart was honored by this organization for the success of the outreach program conducted for Petco Park and the reconstruction of Abraham Lincoln High School for the San Diego Unified District. As a result, 60% of the contracts were awarded to San Diego-based contractors. Of these, 17% of the businesses were local African-American specifically, and about 14% of the labor pool

on site were African-American. These figures are truly a testament to the excellent outreach performed and proved to be a model project and public relations boon to the district.

For the recently completed Skyline Branch Library for the City of San Diego, over 21.4% of the subcontractor and design team was made up of local SLBE/ELBE firms, far outreaching the City's 12.3% goal for the project.

Project Equal Opportunity Assurances

To obtain pricing information for the Intelligent Cities Outdoor Lighting Retrofit projects, our team will develop and release blast email notifications to local, small and minority firms. Phone calls will be made to targeted contractors to ensure they are aware of bid dates and deadlines. Barnhart-Reese employs the following procedures as its Good Faith Effort Policy:

- (1) The Owner, the state agencies such as the Office of Small Business, Certification and Resources, Caltrans Minority Business Enterprise Directory, and federal agencies such as Pro-Net Search (SBA), and the City of San Diego Directories are all contacted and referred to for any contacts or sources.
- (2) At least two advertisements are placed in papers that focus on the targeted contractors. This is done at least 14 days prior to bid opening.
- (3) Targeted subcontractors are solicited for participation. This is done by Bid Fax and internet bid boards that list upcoming projects and by a follow-up telephone call.
- (4) During the actual bid, Barnhart-Reese identifies any targeted contractor bids and works with the subcontractors whenever possible. Reasons for not using targeted contractor firms would be that the firm chose not to participate and did not submit a quotation or firm's submitted price was not competitive with other pricing received on the contract.

9. EQUAL EMPLOYMENT & CONTRACTING



Barnhart-Reese will maintain complete and accurate records in order to demonstrate compliance with the procedures outlined in the subcontracting plan. These records will document the efforts made to locate targeted businesses and award subcontracts to them. The records will also document the source listing utilized to identify potential vendors. The following records will be maintained to document compliance with this plan:

- (1) The source lists used and other data to identify targeted contractor concerns, including resources available on the internet.
- (2) Outreach efforts to contact trade associations, business development organizations and attendance at conference and trade fairs to locate additional targeted contractor business sources.
- (3) Records of internal and external workshops, seminars and training programs.
- (4) Records identifying awards by socioeconomic classification and dollar amount on a contract-by-contract or indirect charge basis to provide compliance reporting and general statistical information.
- (5) Records for each subcontract solicitation resulting in an award of more than one hundred thousand dollars (\$100,000) indicating: whether a targeted contractor was solicited and if not, why and reasons for failure of responding to the targeted contractor to receive the subcontract award.
- (6) Additionally, records will be kept to document the results of each search for targeted contractor concerns, the reasons for rejection of, or refusal to bid (when given) and numerical ranking. Finally, records will be kept to monitor the subcontractor during contract performance.

Community Involvement

Barnhart-Reese is an ardent supporter and member of various local organizations, including the Associated General Contractors,

Latino Builders Industry Association, and Black Contractors Association. Barnhart-Reese staff and management have a history of giving back to the community. The Barnhart family, owners of Barnhart-Reese, have a long list of local organizations that they support and have provided construction services for, in many cases at a greatly reduced rate. Examples include:

- The San Diego Center for Children
- ElderHelp
- Junior Achievement of San Diego
- YWCA of San Diego San Diego
- Family Justice Center
- Ronald McDonald House of San Diego
- Jacobs & Cushman San Diego Food Bank



The Barnhart family and his organizations have supported the following San Diego charities/community groups:

- The Doug & Nancy Barnhart Family Foundation
- Scripps Healthcare
- Boy Scouts of America
- Poway USD Partners in Education
- American Cancer Society
- Tri-City Medical Center Foundation
- Del Mar Education Foundation
- Sharp HealthCare Foundation
- Rancho Santa Fe Little League

Barnhart-Reese Construction, Inc. confirm that no complaints have been filed or pending alleging discrimination against its employees, subcontractors, or suppliers.



City of San Diego
 EQUAL OPPORTUNITY CONTRACTING PROGRAM
 1200 Third Avenue, Suite 200, San Diego, CA 92101
 (619) 236-6000 FAX: (619) 235-5209

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report*.

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Barnhart-Reese Construction, Inc.

AKA/DBA: None

Address (Corporate Headquarters, where applicable): 10805 Thornmint Road, Suite 200

City San Diego County San Diego State CA Zip 92127

Telephone Number: (858) 592-6500 FAX Number: (858) 592-1410

Name of Company CEO: West Reese

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: Not applicable

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ FAX Number: () _____

Type of Business: S Corporation Type of License: B, A

The Company has appointed: Tamela Barnhart Reese

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 10805 Thornmint Road, Suite 200, San Diego, CA 92127

Telephone Number: (858) 592-6500 FAX Number: (858) 592-1410

For Firms: San Diego Work Force and/or Managing Office Work Force

I, the undersigned representative of

Barnhart-Reese Construction, Inc.

(Firm Name)

San Diego

(County)

California

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this day of November 4, 2016,

200 _____.

(Authorized Signature)

Tamela Barnhart Reese

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Barnhart-Reese Construction, Inc. DATE: November 4, 2016

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial											15	1		
Professional Specialty			1								1			
Engineers/Architects														
Technicians and Related Support														
Sales														
Administrative Support/Clerical				1							2	4		
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*														

*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN			1	1							18	5		
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GRAND TOTAL ALL EMPLOYEES		25												
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INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

WORK FORCE REPORT - Page 3

NAME OF FIRM: Barnhart-Reese Construction, Inc. DATE: November 4, 2016

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Carpenter														
Drywall Installer														
Electrician														
Elevator Installers														
Finishers, Concrete or Terrazzo														
Glaziers														
Helpers, Construction Trade														
Ironworkers, Structural Metal Workers														
Laborers			2											
Millwrights														
Masons, Bricklayers														
Tilesetters														
Operators														
Painters														
Pipefitter, Plumbers														
Plasterers														
Roofers														
Security, Protective Services														
Sheet Metal, Duct Installers														
Welders, Cutters														
TOTALS EACH COLUMN			2											
GRAND TOTAL ALL EMPLOYEES			2											

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--



City of San Diego
 EQUAL OPPORTUNITY CONTRACTING PROGRAM
 1200 Third Avenue, Suite 200, San Diego, CA 92101
 (619) 236-6000 FAX: (619) 235-5209

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report*.

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Marketing Power Inc.

AKA/DBA: Energy Retrofit Co.

Address (Corporate Headquarters, where applicable): 27363 Via Industria

City Temecula County Riverside State CA Zip 92590

Telephone Number: (951) 234-0337 FAX Number: (951) 296-6210

Name of Company CEO: Chris Kirchwehm

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 5145 Avenida Encinas - H

City Carlsbad County San Diego State CA Zip 92008

Telephone Number: (760) 405-7657 FAX Number: ()

Type of Business: Electrical / Lighting Retrofit Type of License: C10 924719

The Company has appointed: Deb Matthews

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 27363 Via Industria; Temecula, CA 92590

Telephone Number: (951) 234-0337 FAX Number: (951) 296-6210

For Firms: San Diego Work Force and/or Managing Office Work Force

I, the undersigned representative of

Marketing Power Inc dba Energy Retrofit Co.

Riverside, CA (Firm Name) hereby certify that information provided
 (County) (State)

herein is true and correct. This document was executed on this day of October 31, 2016,

200

Deb Matthews
 (Authorized Signature)

Deb Matthews

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Marketing Power Inc dba Energy Retrofit Co.

DATE: 10/31/2016

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
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OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial			1	1							1	2		
Professional Specialty														
Engineers/Architects														
Technicians and Related Support			20	2							7		5	
Sales			2								3	1		
Administrative Support/Clerical											1	2		
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*														

*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN			23	3							12	5	5	
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GRAND TOTAL ALL EMPLOYEES			48											
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INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
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NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

NAME OF FIRM: **Marketing Power Inc dba Energy Retrofit Co.**

DATE: **10/31/2016**

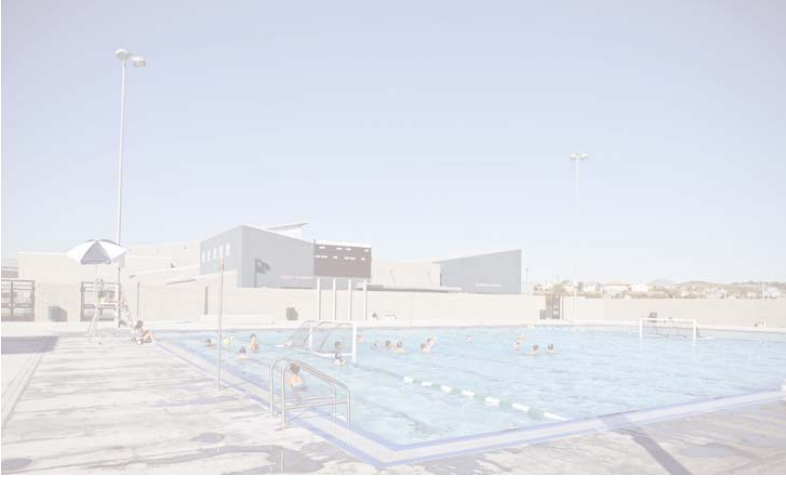
INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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- (3) Asian, Pacific Islander
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- (5) Filipino
- (6) Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Carpenter														
Drywall Installer														
Electrician	1		1									1		
Elevator Installers														
Finishers, Concrete or Terrazzo														
Glaziers														
Helpers, Construction Trade														
Ironworkers, Structural Metal Workers														
Laborers			5											
Millwrights														
Masons, Bricklayers														
Tilesetters														
Operators														
Painters														
Pipefitter, Plumbers														
Plasterers														
Roofers														
Security, Protective Services														
Sheet Metal, Duct Installers														
Welders, Cutters														
TOTALS EACH COLUMN	1		6									1		
GRAND TOTAL ALL EMPLOYEES			8											

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
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Financial Information and Arrangements

10. FINANCIAL INFORMATION AND ARRANGEMENTS



This section is not applicable for the Barnhart-Reese Team, as the Design-Builder is not a Joint Venture.



Change Order and Litigation History

11



11. CHANGE ORDER & LITIGATION HISTORY



Please see change order history chart below.

Barnhart-Reese Construction, Inc. has no new or current litigation history, civil or criminal violations of federal or state law, or any instances where a surety company finished the work of a member of the Contractor, or made payments to subcontractors or workers on behalf of a member of the Contractor.



Pershing Middle School Whole Site Modernization
San Diego, CA

Please see the Contractors Certification of Pending Actions on the following page.

Project Name	Date Complete	Original Contract Value	Change Order Amount	Change Order %	Non-Owner Initiated Changes
UCSD Spanos Athletic Perf. Center	2015	\$ 3,035,485	\$ 128,929	4%	2%
Tillner Medical Offices	2015	\$ 349,892	\$ 0	0%	0%
Sharp Chula Vista Parking Structure	2015	\$20,990,099	\$ 865,297	4%	10%
Rady Children's Primary Care	2015	\$ 579,833	\$ 27,734	4%	5%
Makena Medical Center, Temecula	2015	\$ 6,830,670	\$ 368,878	5%	3%
United Rehab Physical Therapy TI	2015	\$ 131,000	\$ 131,000	0%	0%
Pershing Middle School Renovation	2016	\$ 14,768,114	\$ 934,739	6%	5%
National Food Group TI	2014	\$ 124,667	\$ 6,664	5%	0%
National University TI	2014	\$ 1,756,778	\$ 323,354	18%	0%
Del Valle TI	2014	\$ 140,233	\$ 0	0%	0%
Genesis Tenant Improvement	2013	\$ 332,393	\$ 8,731	2%	0%
LabCorp TI	2013	\$ 168,473	\$ 1,617	1%	0%
Escondido Neurology TI	2013	\$ 314,134	\$ 2,388	1%	0%
Arimed Pharmacy TI	2013	\$ 76,685	\$ 0	0%	0%
Cheslar Rehab Clinic TI	2013	\$ 294,377	\$ <41,040>	0%	0%
Arch Healthcare TI	2013	\$ 1,103,879	\$ 139,066	12%	5%
Sharp Flower Hill TI	2013	\$ 5,574,000	\$ 478,475	8%	10%
Rady Children's Hospital TI	2013	\$ 648,890	\$ 50,623	8%	10%
Palomar-Pomerado Imaging TI	2013	\$ 1,520,451	\$ 33,818	2%	0%
Kid Ventures	2013	\$ 356,667	\$ 11,447	3%	0%

¹Change orders were due to added scope and unforeseen conditions due to Loop Road.

DESIGN-BUILDERS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.


CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: Barnhart-Reese Construction, Inc.

Certified By Tamela Barnhart Reese Title President

Name

 Signature

Date November 14, 2016

USE ADDITIONAL FORMS AS NECESSARY

BARNHART-REESE CONSTRUCTION

10805 THORN MINT ROAD, SUITE 200 | SAN DIEGO, CA 92127
CALIFORNIA CONTRACTOR #912130

City of San Diego

CONTRACTOR'S NAME: Select Electric, Inc.
ADDRESS: 2790 Business Park Drive, Vista, CA 92081
TELEPHONE NO.: 619-460-6060 **FAX NO.:** 619-460-6069
CITY CONTACT: Rosa Isela Riego, Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633

CONTRACT DOCUMENTS



ORIGINAL

FOR

**MULTIPLE AWARD DESIGN-BUILD CONTRACT FOR
INTELLIEGENT CITIES OUTDOOR LIGHTING
PROJECTS**

RFQ NO.: 6712A

R-311238

**MULTIPLE AWARD DESIGN-BUILD CONTRACT
FOR INTELLIGENT CITIES OUTDOOR LIGHTING RETROFITS PROJECTS**

This multiple award Design-Build contract (Contract) is made and entered into by and between the City of San Diego (City), a municipal corporation, and **Select Electric, Inc.** (Design-Builder), for the purpose of designing and constructing City outdoor lighting retrofit of various roadway, pedestrian, sports lighting, and other types of lighting, (Projects). The City and Design-Builder may be referred to individually as “Party” and collectively as the “Parties.”

RECITALS

- A. The City needs to design and construct Projects located in the City of San Diego, California.
- B. The City issued Request for Qualifications No. 6712 (RFQ) for multiple award Design-Build contracts, to which the Design-Builder responded and was approved by the Mayor and City Council (Resolution No. **R-311238**) as one of the five firms eligible to submit future proposals to design and construct Projects through this program.
- C. The City will hire one firm to design and construct each Project, to be described in Request for Proposals (RFPs) issued pursuant to section 22.3310 of the San Diego Municipal Code (SDMC).
- D. The Design-Builder is prepared to enter into this Contract and to submit, in accordance with each RFP, a Proposal for each Project.
- E. The Design-Builder is ready, willing, and able to design and construct Projects in accordance with the terms and conditions of this Contract.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

ARTICLE 1 – PROJECT AWARD

- 1.1 Request for Proposals.** From time to time during the term of this Contract, the City will issue a RFP to the Design-Builder for the design and construction of a Project. The RFP will describe the specific requirements and scope of work for the Project. There is no minimum or maximum number of RFPs to be issued under this Contract. Issuing a RFP does not obligate the City to award a task order for the Project, and a RFP may be canceled by the City at any time prior to award of a task order. The City may issue addenda to a RFP or extend the deadline for submitting proposals, in the City’s discretion.

- 1.1.1 Project Descriptions.** Projects may be non-complex performance oriented tasks requiring minimal design, may be complex construction requiring substantial design development, or a combination thereof. Projects will be varying in size and complexity. The RFP may or may not have preliminary plans and specifications but may include sketches, and requests for catalog cuts, and other submittals.
- 1.2 Proposals.** The Design-Builder's proposal must be complete and satisfy all the requirements of the RFP, consistent with industry standards and proposals submitted by competent design-build firms performing similar work in California. Proposals submitted by the Design-Builder shall constitute a firm offer, which may be accepted by the City within the time specified in the RFP. Subcontractors shall be identified in the proposals pursuant to SDMC section 22.3309. Preparing and submitting proposals shall be at the Design-Builder's sole cost and expense. The Design-Builder shall submit a proposal to the City responding to each RFP, by the deadline specified in the RFP, unless an exception applies:
- 1.2.2 Response Effort.** The Design-Builder does not have to submit a proposal in response to an RFP if the deadline to submit a proposal is less than thirty (30) days from the date the RFP is issued, or if the City has issued more than two RFPs in the thirty (30) days immediately preceding the date of issuance of the current RFP.
- 1.3 Evaluation.** The City will evaluate the proposals in accordance with SDMC section 22.3308 and the criteria set forth in the RFP. The City may negotiate and clarify the final components of the winning proposal with the Design-Builder pursuant to SDMC section 22.3008(b). The winning proposal will be recommended for award to the Mayor or his/her designee, who must approve all task orders. If at least two proposals are not received in response to a RFP, the City will not issue a task order for the Project and instead procure the Project through another process. The City may accept the winning proposal, reject proposals that do not meet all the requirements of the RFP or this Contract, waive any defects and technicalities in a proposal, or reject all proposals, all in its sole discretion.
- 1.4 Task Orders.** If the City accepts the Design-Builder's proposal, the award of the Project will be acknowledged by the issuance of a task order. The award of a task order is contingent upon the Design-Builder's compliance with all conditions precedent to award described in the RFP. The task order becomes effective upon the Design-Builder's receipt of the task order signed by the Mayor or his designee. Task orders will be issued with a specific completion date or performance period and a firm fixed price for design and construction. The Design-Builder is responsible for designing and constructing each Project for the fixed price contract value. Failure to do so is at the Design-Builder's risk.
- 1.5 Contract Documents.** Upon the award of a task order, the RFP, the Design-Builder's proposal, and the task order (which may include modifications to the proposal negotiated pursuant to section 1.3) shall be considered as incorporated into this Contract, but only for the particular Project for which they are issued or submitted. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in section 1.5.1 having the highest precedence). Provisions

of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.

- 1.5.1 This Contract.
- 1.5.2 The task order.
- 1.5.3 The RFP and all documents referenced therein.
- 1.5.4 The 2015 City Supplements (The WHITEBOOK).
- 1.5.5 The 2015 Standard Specifications for Public Works Construction (The GREENBOOK).
- 1.5.6 The Design-Builder's proposal (Proposal).
- 1.5.7 RFQ No. 6712 and all addenda thereto.
- 1.5.8 The Design-Builder's Statement of Qualifications (SOQ).

- 1.6 Eligibility to Submit Proposals.** Pursuant to SDMC section 22.3310(h) (3), if the Design-Builder is awarded a task order and fails to achieve the mandatory minimum participation levels established in the RFP for that Project for Small Local Business Enterprises, Emerging Local Business Enterprises, or Disabled Veteran Business Enterprises, the Design-Builder shall be ineligible to submit proposals for any further task orders under this Contract.

ARTICLE 2 – SCOPE OF WORK

- 2.1 Scope of Work.** Upon the award of a task order, the Design-Builder shall furnish any and all labor, materials, equipment, transportation, utilities, services and temporary facilities required to complete each Project as described in the task order, the RFP and the Design-Builder's proposal. All work shall be performed in a good and workmanlike manner and within the care and skill of a qualified design firm and licensed contractor in California. The work shall be performed pursuant to and in conformity with the RFP, the Project's plans and specifications, and all other Contract Documents and subject to the approval of the City, whose approval shall not be unreasonably withheld.
- 2.2 Design-Builder's Representative.** The Design-Builder shall designate a local representative, who shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Projects. The Design-Builder's representative shall communicate regularly with City, but no less than once a week if the Design-Builder is working on a task order, and shall be vested with the authority to act on behalf of the Design-Builder. The Design-Builder's representative may be replaced only with the written consent of City.

- 2.3 Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified as “key personnel” in its statement of qualifications or and proposal without the written consent of the City, which will not be unreasonably withheld. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its statement of qualifications or proposal without written consent of the City.
- 2.4 Contract Terms and Conditions.** This Contract incorporates by reference, as if fully set forth herein, the 2015 Edition of The GREENBOOK as modified by the 2015 Edition of The WHITEBOOK, except as otherwise specified in this Contract, a RFP or a task order.
- 2.5 Subcontractors and Suppliers.** The Design-Builder shall be responsible for the work done by subcontractors and suppliers, and any discrepancy or gaps in their scope of works. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any subcontractor or supplier of any tier.
- 2.6 Equal Opportunity Contracting.** The Design-Builder shall comply with the City’s “General Equal Opportunity Contracting Program Requirements” found in Chapter 10 of The WHITEBOOK, hereby incorporated into this Contract by reference. At the pre-construction conference (if any), the Design-Builder shall provide a statement of proposed SLBE, ELBE, and DVBE utilization identifying the certified entities that will be utilized on the Project to meet the mandatory minimum participation levels in the RFP. The Design-Builder shall also provide copies of all purchase orders and/or contracts with SLBE, ELBE, and DVBE subcontractors used to meet the mandatory minimum participation levels in the RFP.
- 2.7 Coordination of the Work.** The Design-Builder shall coordinate all design and construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. The Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of design and construction. The Design-Builder shall coordinate scheduling of bid packages, submittals, and all RFI’s, and the construction of the Project to ensure the efficient and orderly sequence of the construction of the Project. The Design-Builder shall monitor and report monthly to the City on actual performance compared to the Project schedule. If City performs other work on the Project or at the site itself or with separate contractors under City’s control, the Design-Builder and the City both agree to reasonably cooperate and coordinate respective activities with the other so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.8 Superintendent.** The Design-Builder’s superintendent shall be present at the site at all times that construction activities are taking place. All elements of the construction work shall be under the direct supervision of the Design-Builder’s superintendent or his designated representative on the site who shall have the authority to take actions required to properly perform that particular element of the Project. The City may require the Design-Builder to stop or suspend the construction work if the City reasonably believes supervision at the site is inadequate.

ARTICLE 3 – CONTRACT TERM

- 3.1 **Contract Effective.** This Contract shall become effective on the date it is fully executed by both Parties.
- 3.2. **Termination.** This Contract, or task orders issued under this Contract, may be terminated by the City for default or for convenience in accordance with Part 1 of The GREENBOOK and The WHITEBOOK.
- 3.3 **Force Majeure.** In the event the performance of either Party is delayed due to causes which are outside their control, and could not be avoided by the exercise of due care, which may include, but is not limited to, war, terrorist attack, act of God, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of the work, inability to obtain materials, labor or equipment, or litigation or legal proceedings challenging one or more of the project approvals, then the time for performance shall be extended by an amount equivalent to the length of delay. Neither Party shall receive compensation from the other party for a force majeure event.

ARTICLE 4 – COMPENSATION

- 4.1 **Compensation.** The total cumulative compensation to all design-build firms eligible to submit proposals pursuant to RFQ No. 6712 shall not exceed \$100 million. The guaranteed minimum compensation to the Design-Builder is \$5,000. The total compensation for each Project will be set forth in each task order, which shall be a firm fixed price for successful completion of the Project.
- 4.2 **Progress Payments.** The City will make periodic payments to the Design-Builder in accordance with the payment provisions in The GREENBOOK, the WHITEBOOK, the RFP and the task order.

ARTICLE 5 - INDEMNITY

- 5.1 **General Indemnity.** The Design-Builder agrees to defend, indemnify, protect and hold harmless the City, its elected officials, officers and employees, from and against all third-party claims or judgments asserted, or third-party liability established for damages or injuries to any person or property arising directly or indirectly out of the construction of each Project, or the Design-Builder's obligations under this Contract, which are caused or claimed to be caused by the negligent acts or omissions or willful misconduct of the Design-Builder, its officers, agents, or employees. The Design-Builder's obligation to indemnify the City shall not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its elected officials, officers or employees. The City may elect to conduct its own defense, in its sole discretion, without invalidating this section.
- 5.2 **Indemnity for Design Services.** With respect to the design of the Project, except as otherwise provided by California Civil Code section 2782.8, the Design-Builder shall indemnify and hold harmless the City, its elected officials, officers and employees, from all claims, demands or liability that arise out of, pertain to or relate to the

negligence, recklessness, or willful misconduct of the Design-Builder, its design professionals, officers, agents or employees.

- 5.3 **Survival.** Notwithstanding Article 3, the indemnity provisions in this Article shall survive expiration and termination of this Contract and continue so long as a viable claim exists.

ARTICLE 6 – BONDS AND INSURANCE

- 6.1 **Bonds and Insurance.** The Design-Builder shall furnish evidence of bonds and insurance required by the RFP within fourteen (14) days after written notification from the City that the Design-Builder has submitted the winning proposal, unless an extension of time is granted by the City in writing. If the Design-Builder takes longer than fourteen (14) days to provide evidence of bonds and insurance, then the additional time taken shall be added to the time the Design-Builder must guarantee the price of its proposal prior to the issuance of a task order. The City may reject the proposal if the Design-Builder fails to provide evidence of bonds and insurance within fourteen (14) days or the extension of time granted by the City.

ARTICLE 7 – GENERAL PROVISIONS

- 7.1 **Compliance with Laws.** The Design-Builder shall comply with all applicable local, state and federal laws, statutes, ordinances, and regulations in the performance of its obligations under this Contract. Local ordinances and regulations requiring written certifications or information from the Design-Builder include the Equal Benefits Ordinance (SDMC sections 22.4301 *et. seq.*), Non-Discrimination Ordinance (SDMC sections 22.3501 *et. seq.*), Drug-Free Workplace Policy (Council Policy 100-17), Americans with Disabilities Act Policy (Council Policy 100-04), and Contractor Standards Ordinance (SDMC section 22.3004).
- 7.2 **Contract Interpretation.** This Contract, its exhibits, and the documents listed in section 1.5 are intended to be complementary and interpreted in harmony so as to avoid conflict; with words and phrases interpreted in a manner consistent with construction industry standards. This Contract is entered into and shall be construed and interpreted in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof.
- 7.3 **Mandatory Mediation.** If a dispute arises out of or relates to this Contract that cannot be resolved through normal contract negotiations, the Design-Builder and the City must first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of JAMS, AAA or any other neutral organization agreed upon by the parties before having recourse in a court of law.
- 7.3.1 **Selection of Mediator.** A single mediator that is acceptable to both Parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible, and chosen from lists furnished by JAMS, AAA or any other agreed upon mediator.
- 7.3.2 **Mediation Expenses.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All joint expenses of the mediation, including required traveling and other expenses of the mediator, and the cost

of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.

- 7.3.3 Conduct of Mediation.** Mediation hearings will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 - 1128) and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary. Both Parties shall have a representative attend the mediation who is authorized to settle the dispute, though the City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either Party may have attorneys, witnesses or experts present.
- 7.3.4 Mediation Results.** Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
- 7.4 Time is of the Essence.** The City and the Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in Contract Documents.
- 7.5 Mutual Obligations.** The City and the Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each Party to realize the benefits afforded under this Contract.
- 7.6 Successors-In-Interest.** This Contract and all rights and obligations contained herein shall be in effect whether or not any or all Parties to this Contract have been succeeded by another entity, and all rights and obligations of the parties signatory to this Contract shall be vested and binding on their successors in interest.
- 7.7 Third Party Beneficiaries.** Nothing in this Contract shall grant rights or benefits to anyone other than the City and the Design-Builder, and any alleged third party beneficiaries are hereby expressly disclaimed. The Parties understand and agree, however, that to the extent permitted by law, the City is an intended third party beneficiary of the Design-Builder's agreements with its consultants, designers, contractors and construction managers performing work on the Project.
- 7.8 Severability.** Should any provision of this Contract be held invalid or illegal by a court or administrative agency of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Contract, but, rather, the Contract shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the Parties shall be construed and enforced accordingly, except to the extent that enforcement of this Contract without the invalidated provision would materially and adversely frustrate either or both Parties' essential objectives set forth in this Contract.

- 7.9 Independent Contractor.** The Design-Builder is and shall be an independent contractor. Any provisions in this Contract that may appear to give the City the right to direct the Design-Builder as to the details of accomplishing the work or to exercise a measure of control over the work means that the Design-Builder shall follow the wishes of the City as to the results of the work only.
- 7.10 Waivers.** The failure of either Party to enforce any of the provisions of this Contract or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions unless the waiver is in writing. Prior waivers shall not preclude the right of either Party to thereafter enforce each and every provision of this Contract.
- 7.11 Limitation on Powers.** Nothing in this Contract shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.
- 7.12 Conflict of Interest.** The Design-Builder shall establish and make known to its members, consultants, designers, contractors and construction managers, appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Design-Builder members shall not accept gratuities or any other favors from potential consultants, designers, contractors or construction managers who may or are working on the Project.
- 7.13 Notices.** Notices shall be mailed in accordance with section 2-12, "SPECIAL NOTICES" in The GREENBOOK to:
- | | |
|------------------|---------------------------|
| Design-Builder | Public Works Director |
| Address | City of San Diego |
| City, State, ZIP | 202 "C" Street, 9th Floor |
| | San Diego, CA 92101 |
- 7.14 Assignment.** The Design-Builder shall not assign its rights or obligations under this Contract without the City's prior written approval, which shall not be unreasonably withheld. Any attempted assignment in violation of this section shall be void and incapable of creating any contractual relationship between the City and a putative assignee.
- 7.15 Survival.** Any obligation that accrues under this Contract prior to its expiration or termination shall survive such expiration or termination.
- 7.16 Incorporation of Exhibits.** All exhibits referenced in this Contract and the documents referenced in section 1.5 are hereby incorporated into and made a part of this Contract by reference.

- 7.17 Integration Clause.** The City and the Design-Builder represent, warrant and agree that no oral promise or agreement not expressed herein has been made to them, that this Contract contains the entire agreement between the Parties, that this Contract supersedes any and all prior oral agreements or understandings between the Parties unless otherwise provided herein, and that in executing this Contract, neither Party is relying on any statement or representation made by the other Party concerning the subject matter, basis or effect of this Contract other than as set forth herein, and that each Party is relying solely on its own judgment and knowledge. This Contract may not be amended except by an instrument in writing signed by both Parties.
- 7.18 Counterparts.** This Contract may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

ARTICLE 8 – Prevailing Wages

- 8.1 Worked Performed.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below
- 8.2 Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
- 8.2.1** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
- 8.2.2** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage

rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- 8.3 Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- 8.4 Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 8.4.1** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 8.5 Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 8.6 Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 8.7 Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 8.8 Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 8.9 Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

8.10 Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

8.10.1 A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego pursuant to Resolution No. R- 311238 authorizing such execution, and the Design-Builder acting by and through its authorized officers.

Select Electric, Inc.

By: _____

Name: Brooks Doffey

Date: 3/15/17

THE CITY OF SAN DIEGO

By: _____

R-13
Rosa Isela Riego
Senior Contract Specialist
Public Works Department

Date: 09.25.17

I HEREBY APPROVE the form of the foregoing agreement this 26th day of September, 2017.

Mara W. Elliott, City Attorney

By: _____

Faustina M. Cortez
Deputy City Attorney

Item-150
07/17/17
(R-2017-420)
(COR.COPY)

RESOLUTION NUMBER R- 311238

DATE OF FINAL PASSAGE JUL 25 2017

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO APPROVING FIVE MULTIPLE AWARD
DESIGN-BUILD CONSTRUCTION CONTRACTS FOR
INTELLIGENT CITIES OUTDOOR LIGHTING RETROFIT
PROJECTS

WHEREAS, to conserve electricity and to continue to modernize its street light network through use of efficient lighting technologies coupled with adaptive metered controls and ancillary device support capabilities, the City of San Diego (City), through San Diego Ordinance O-20784 (Jan.18, 2017) (Ordinance O-20784) filed January 10, 2017, authorized: (1) a GE Intelligent Cities California Master Lease with GE Government Finance, Inc., and (2) a Lighting Master Purchase Agreement with Current, Powered by GE (Current), each a subsidiary business of General Electric Company; and

WHEREAS, the GE Intelligent Lighting Master Lease provides for the City's lease financing of energy efficient street lights, adaptive controls, and supporting network software (Intelligent Cities Equipment) from Current under the Master Purchase Agreement, and for costs of installing the Intelligent Cities Equipment; and

WHEREAS, Ordinance O-20784 authorized the Mayor or his designee to receive an amount up to \$30,273,755 from GE Government Finance, pursuant to the terms of the California Master Lease to be used to procure Intelligent Cities Equipment from Current and to install it on City streets using qualified contractors;

WHEREAS, the City requires design and construction services to install the Intelligent Cities Equipment on City streets in a manner consistent with the GE Government Finance California Master Lease and the Current Master Purchase Agreement; and

WHEREAS, San Diego Municipal Code section 22.3310 provides for the award of Multiple Award Design-Build Contracts for the design, construction, reconstruction, or improvement of public facilities, which include street lights; and

WHEREAS, in the Multiple Award Design-Build Contract procedure, a competitively selected field of design-build firms competes for project-specific task orders and the task orders are awarded to the firms that submit the proposal with the best overall value; and

WHEREAS, it is desirable for the design and construction of the Intelligent Cities Equipment installations to be performed pursuant to several task order contract packages under a Multiple Award Design-Build Contract; and

WHEREAS, in accordance with Administrative Regulation (AR) 25.60, the Environmental Services Department advertised a Request for Qualifications (RFQ) for Multiple Award Design-Build services on October 11, 2016; and

WHEREAS, based on the evaluation criteria specified in the RFQ, five firms were selected for award of Multiple Award Design-Build Contracts for Intelligent Cities outdoor lighting retrofit task orders to be identified and competed for at later dates between these five firms: (1) Barnhart-Reese Construction, Inc.; (2) HMS Construction, Inc.; (3) Select Electric, Inc.; (4) Siemens Industry, Inc. Intelligent Traffic Systems; and (5) Southern Contracting Company; and

WHEREAS, the San Diego City Council desires to let Multiple Award Design-Build Contracts to said five firms in order that they may compete for Intelligent Cities Equipment retrofit design-build task orders to be identified and delineated by City staff; NOW, THEREFORE,


BE IT RESOLVED, by the City Council of the City of San Diego, that:

1. The Mayor, or his designee, is hereby authorized to execute five Multiple Award Design-Build Contracts with the following five firms for the sole purpose of designing and building Intelligent Cities outdoor lighting retrofit projects: (1) Barnhart-Reese Construction, Inc.; (2) HMS Construction, Inc.; (3) Select Electric, Inc.; (4) Siemens Industry, Inc. Intelligent Traffic Systems; and (5) Southern Contracting Company.

2. The Chief Financial Officer is authorized to expend a total amount of \$25,000 from the General Fund, Fund 100000, for the purpose of executing these contracts and meeting minimum contract requirements.

3. The Chief Financial Officer is authorized to increase the Capital Improvements Program in Annual Allocation A-BT.00003, Citywide Energy Improvements, and to appropriate and expend \$30,273,755 from Fund 400867, GEGF California Master Lease Agreement for the purpose of retrofitting outdoor lighting citywide with energy efficient technology.

APPROVED: MARA W. ELLIOTT, City Attorney

By: 
Frederick M. Ortlieb
Deputy City Attorney

FMO:amc
March 30, 2017
July 13, 2017 COR.COPY
Or.Dept: Environmental Services
CC No.: 3000009785
Doc. No.: 1460766_3

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUL 17 2017.

ELIZABETH S. MALAND
City Clerk

By *Linda Dravin*
Deputy City Clerk

Approved: 7/24/17
(date)

Kevin L. Faulconer
KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

**The City of San Diego
COMPTROLLER'S CERTIFICATE**

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING DEPT. NO. 3000009785

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001									
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$25,000.00

Vendor: Multiple Award Design-Build Construction Contracts

Purpose: Authorizing \$25,000 for the purpose of executing five Multiple Award Design-Build Construction Contracts (for the Intelligent Cities Outdoor Lighting Projects) and meeting minimum contract requirements.

Date: March 21, 2017 By: Coleen Maddox
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
1	100000				512059	2116	2116110021		\$5,000.00
2	100000				512059	2116	2116110021		\$5,000.00
3	100000				512059	2116	2116110021		\$5,000.00
4	100000				512059	2116	2116110021		\$5,000.00
5	100000				512059	2116	2116110021		\$5,000.00
TOTAL AMOUNT									\$25,000.00

JUL 17 2017

Passed by the Council of The City of San Diego on _____, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gomez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage **JUL 25 2017**

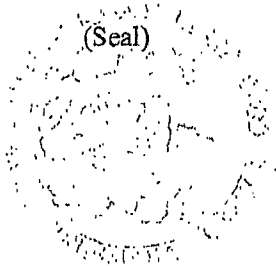
(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By *Gina Driven*, Deputy



Office of the City Clerk, San Diego, California

Resolution Number R- **311238**

Passed by the Council of The City of San Diego on July 17, 2017, by the following vote:

YEAS: BRY, ZAPF, WARD, COLE, KERSEY, CATE, SHERMAN,
ALVAREZ, & GOMEZ.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:
KEVIN L. FAULCONER
Mayor of The City of San Diego, California
ELIZABETH S. MALAND
City Clerk of The City of San Diego, California

(Seal)

By: Connie Patterson, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. R-311238, approved on July 17, 2017. The date of final passage is
July 25, 2017.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California

(Seal)

By: Connie Patterson, Deputy

City of San Diego

CONTRACTOR'S NAME: HMS Construction, Inc.
ADDRESS: 2885 Scott Street, Vista, CA 92081
TELEPHONE NO.: 760-727-9808 **FAX NO.:** 760-727-9806
CITY CONTACT: Rosa Isela Riego, Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633

**CONTRACT
DOCUMENTS**

ORIGINAL



FOR

**MULTIPLE AWARD DESIGN-BUILD CONTRACT FOR
INTELLIGENT CITIES OUTDOOR LIGHTING PROJECTS**

RFQ NO.: 6712A

R- 311238

**MULTIPLE AWARD DESIGN-BUILD CONTRACT
FOR INTELLIGENT CITIES OUTDOOR LIGHTING RETROFITS PROJECTS**

This multiple award Design-Build contract (Contract) is made and entered into by and between the City of San Diego (City), a municipal corporation, and **HMS Construction, Inc.**, (Design-Builder), for the purpose of designing and constructing City outdoor lighting retrofits of various roadway, pedestrian, sports lighting, and other types of lighting, (Projects). The City and Design-Builder may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

- A. The City needs to design and construct Projects located in the City of San Diego, California.
- B. The City issued Request for Qualifications No. 6712 (RFQ) for multiple award Design-Build contracts, to which the Design-Builder responded and was approved by the Mayor and City Council (Resolution No. **R- 311238**) as one of the five firms eligible to submit future proposals to design and construct Projects through this program.
- C. The City will hire one firm to design and construct each Project, to be described in Request for Proposals (RFPs) issued pursuant to section 22.3310 of the San Diego Municipal Code (SDMC).
- D. The Design-Builder is prepared to enter into this Contract and to submit, in accordance with each RFP, a Proposal for each Project.
- E. The Design-Builder is ready, willing, and able to design and construct Projects in accordance with the terms and conditions of this Contract.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

ARTICLE 1 – PROJECT AWARD

- 1.1 Request for Proposals.** From time to time during the term of this Contract, the City will issue a RFP to the Design-Builder for the design and construction of a Project. The RFP will describe the specific requirements and scope of work for the Project. There is no minimum or maximum number of RFPs to be issued under this Contract. Issuing a RFP does not obligate the City to award a task order for the Project, and a RFP may be canceled by the City at any time prior to award of a task order. The City may issue addenda to a RFP or extend the deadline for submitting proposals, in the City's discretion.

- 1.1.1 Project Descriptions.** Projects may be non-complex performance oriented tasks requiring minimal design, may be complex construction requiring substantial design development, or a combination thereof. Projects will be varying in size and complexity. The RFP may or may not have preliminary plans and specifications but may include sketches, and requests for catalog cuts, and other submittals.
- 1.2 Proposals.** The Design-Builder's proposal must be complete and satisfy all the requirements of the RFP, consistent with industry standards and proposals submitted by competent design-build firms performing similar work in California. Proposals submitted by the Design-Builder shall constitute a firm offer, which may be accepted by the City within the time specified in the RFP. Subcontractors shall be identified in the proposals pursuant to SDMC section 22.3309. Preparing and submitting proposals shall be at the Design-Builder's sole cost and expense. The Design-Builder shall submit a proposal to the City responding to each RFP, by the deadline specified in the RFP, unless an exception applies:
- 1.2.1 Response Effort.** The Design-Builder does not have to submit a proposal in response to an RFP if the deadline to submit a proposal is less than thirty (30) days from the date the RFP is issued, or if the City has issued more than two RFPs in the thirty (30) days immediately preceding the date of issuance of the current RFP.
- 1.3 Evaluation.** The City will evaluate the proposals in accordance with SDMC section 22.3308 and the criteria set forth in the RFP. The City may negotiate and clarify the final components of the winning proposal with the Design-Builder pursuant to SDMC section 22.3008(b). The winning proposal will be recommended for award to the Mayor or his/her designee, who must approve all task orders. If at least two proposals are not received in response to a RFP, the City will not issue a task order for the Project and instead procure the Project through another process. The City may accept the winning proposal, reject proposals that do not meet all the requirements of the RFP or this Contract, waive any defects and technicalities in a proposal, or reject all proposals, all in its sole discretion.
- 1.4 Task Orders.** If the City accepts the Design-Builder's proposal, the award of the Project will be acknowledged by the issuance of a task order. The award of a task order is contingent upon the Design-Builder's compliance with all conditions precedent to award described in the RFP. The task order becomes effective upon the Design-Builder's receipt of the task order signed by the Mayor or his designee. Task orders will be issued with a specific completion date or performance period and a firm fixed price for design and construction. The Design-Builder is responsible for designing and constructing each Project for the fixed price contract value. Failure to do so is at the Design-Builder's risk.
- 1.5 Contract Documents.** Upon the award of a task order, the RFP, the Design-Builder's proposal, and the task order (which may include modifications to the proposal negotiated pursuant to section 1.3) shall be considered as incorporated into this Contract, but only for the particular Project for which they are issued or submitted. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in section 1.5.1 having the highest precedence). Provisions

of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.

- 1.5.1 This Contract.
 - 1.5.2 The task order.
 - 1.5.3 The RFP and all documents referenced therein.
 - 1.5.4 The 2015 City Supplements (The WHITEBOOK).
 - 1.5.5 The 2015 Standard Specifications for Public Works Construction (The GREENBOOK).
 - 1.5.6 The Design-Builder's proposal (Proposal).
 - 1.5.7 RFQ No. 6712 and all addenda thereto.
 - 1.5.8 The Design-Builder's Statement of Qualifications (SOQ).
- 1.6 Eligibility to Submit Proposals.** Pursuant to SDMC section 22.3310(h) (3), if the Design-Builder is awarded a task order and fails to achieve the mandatory minimum participation levels established in the RFP for that Project for Small Local Business Enterprises, Emerging Local Business Enterprises, or Disabled Veteran Business Enterprises, the Design-Builder shall be ineligible to submit proposals for any further task orders under this Contract.

ARTICLE 2 – SCOPE OF WORK

- 2.1 Scope of Work.** Upon the award of a task order, the Design-Builder shall furnish any and all labor, materials, equipment, transportation, utilities, services and temporary facilities required to complete each Project as described in the task order, the RFP and the Design-Builder's proposal. All work shall be performed in a good and workmanlike manner and within the care and skill of a qualified design firm and licensed contractor in California. The work shall be performed pursuant to and in conformity with the RFP, the Project's plans and specifications, and all other Contract Documents and subject to the approval of the City, whose approval shall not be unreasonably withheld.
- 2.2 Design-Builder's Representative.** The Design-Builder shall designate a local representative, who shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Projects. The Design-Builder's representative shall communicate regularly with City, but no less than once a week if the Design-Builder is working on a task order, and shall be vested with the authority to act on behalf of the Design-Builder. The Design-Builder's representative may be replaced only with the written consent of City.

- 2.3 Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified as “key personnel” in its statement of qualifications or and proposal without the written consent of the City, which will not be unreasonably withheld. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its statement of qualifications or proposal without written consent of the City.
- 2.4 Contract Terms and Conditions.** This Contract incorporates by reference, as if fully set forth herein, the 2015 Edition of The GREENBOOK as modified by the 2015 Edition of The WHITEBOOK, except as otherwise specified in this Contract, a RFP or a task order.
- 2.5 Subcontractors and Suppliers.** The Design-Builder shall be responsible for the work done by subcontractors and suppliers, and any discrepancy or gaps in their scope of works. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any subcontractor or supplier of any tier.
- 2.6 Equal Opportunity Contracting.** The Design-Builder shall comply with the City’s “General Equal Opportunity Contracting Program Requirements” found in Chapter 10 of The WHITEBOOK, hereby incorporated into this Contract by reference. At the pre-construction conference (if any), the Design-Builder shall provide a statement of proposed SLBE, ELBE, and DVBE utilization identifying the certified entities that will be utilized on the Project to meet the mandatory minimum participation levels in the RFP. The Design-Builder shall also provide copies of all purchase orders and/or contracts with SLBE, ELBE, and DVBE subcontractors used to meet the mandatory minimum participation levels in the RFP.
- 2.7 Coordination of the Work.** The Design-Builder shall coordinate all design and construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. The Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of design and construction. The Design-Builder shall coordinate scheduling of bid packages, submittals, and all RFI’s, and the construction of the Project to ensure the efficient and orderly sequence of the construction of the Project. The Design-Builder shall monitor and report monthly to the City on actual performance compared to the Project schedule. If City performs other work on the Project or at the site itself or with separate contractors under City’s control, the Design-Builder and the City both agree to reasonably cooperate and coordinate respective activities with the other so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.8 Superintendent.** The Design-Builder’s superintendent shall be present at the site at all times that construction activities are taking place. All elements of the construction work shall be under the direct supervision of the Design-Builder’s superintendent or his designated representative on the site who shall have the authority to take actions required to properly perform that particular element of the Project. The City may require the Design-Builder to stop or suspend the construction work if the City reasonably believes supervision at the site is inadequate.

ARTICLE 3 – CONTRACT TERM

- 3.1 **Contract Effective.** This Contract shall become effective on the date it is fully executed by both Parties.
- 3.2. **Termination.** This Contract, or task orders issued under this Contract, may be terminated by the City for default or for convenience in accordance with Part 1 of The GREENBOOK and The WHITEBOOK.
- 3.3 **Force Majeure.** In the event the performance of either Party is delayed due to causes which are outside their control, and could not be avoided by the exercise of due care, which may include, but is not limited to, war, terrorist attack, act of God, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of the work, inability to obtain materials, labor or equipment, or litigation or legal proceedings challenging one or more of the project approvals, then the time for performance shall be extended by an amount equivalent to the length of delay. Neither Party shall receive compensation from the other party for a force majeure event.

ARTICLE 4 – COMPENSATION

- 4.1 **Compensation.** The total cumulative compensation to all design-build firms eligible to submit proposals pursuant to RFQ No. 6712 shall not exceed \$100 million. The guaranteed minimum compensation to the Design-Builder is \$5,000. The total compensation for each Project will be set forth in each task order, which shall be a firm fixed price for successful completion of the Project.
- 4.2 **Progress Payments.** The City will make periodic payments to the Design-Builder in accordance with the payment provisions in The GREENBOOK, the WHITEBOOK, the RFP and the task order.

ARTICLE 5 - INDEMNITY

- 5.1 **General Indemnity.** The Design-Builder agrees to defend, indemnify, protect and hold harmless the City, its elected officials, officers and employees, from and against all third-party claims or judgments asserted, or third-party liability established for damages or injuries to any person or property arising directly or indirectly out of the construction of each Project, or the Design-Builder's obligations under this Contract, which are caused or claimed to be caused by the negligent acts or omissions or willful misconduct of the Design-Builder, its officers, agents, or employees. The Design-Builder's obligation to indemnify the City shall not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its elected officials, officers or employees. The City may elect to conduct its own defense, in its sole discretion, without invalidating this section.
- 5.2 **Indemnity for Design Services.** With respect to the design of the Project, except as otherwise provided by California Civil Code section 2782.8, the Design-Builder shall indemnify and hold harmless the City, its elected officials, officers and employees, from all claims, demands or liability that arise out of, pertain to or relate to the

negligence, recklessness, or willful misconduct of the Design-Builder, its design professionals, officers, agents or employees.

- 5.3 **Survival.** Notwithstanding Article 3, the indemnity provisions in this Article shall survive expiration and termination of this Contract and continue so long as a viable claim exists.

ARTICLE 6 – BONDS AND INSURANCE

- 6.1 **Bonds and Insurance.** The Design-Builder shall furnish evidence of bonds and insurance required by the RFP within fourteen (14) days after written notification from the City that the Design-Builder has submitted the winning proposal, unless an extension of time is granted by the City in writing. If the Design-Builder takes longer than fourteen (14) days to provide evidence of bonds and insurance, then the additional time taken shall be added to the time the Design-Builder must guarantee the price of its proposal prior to the issuance of a task order. The City may reject the proposal if the Design-Builder fails to provide evidence of bonds and insurance within fourteen (14) days or the extension of time granted by the City.

ARTICLE 7 – GENERAL PROVISIONS

- 7.1 **Compliance with Laws.** The Design-Builder shall comply with all applicable local, state and federal laws, statutes, ordinances, and regulations in the performance of its obligations under this Contract. Local ordinances and regulations requiring written certifications or information from the Design-Builder include the Equal Benefits Ordinance (SDMC sections 22.4301 *et. seq.*), Non-Discrimination Ordinance (SDMC sections 22.3501 *et. seq.*), Drug-Free Workplace Policy (Council Policy 100-17), Americans with Disabilities Act Policy (Council Policy 100-04), and Contractor Standards Ordinance (SDMC section 22.3004).
- 7.2 **Contract Interpretation.** This Contract, its exhibits, and the documents listed in section 1.5 are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards. This Contract is entered into and shall be construed and interpreted in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof.
- 7.3 **Mandatory Mediation.** If a dispute arises out of or relates to this Contract that cannot be resolved through normal contract negotiations, the Design-Builder and the City must first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of JAMS, AAA or any other neutral organization agreed upon by the parties before having recourse in a court of law.
- 7.3.1 **Selection of Mediator.** A single mediator that is acceptable to both Parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible, and chosen from lists furnished by JAMS, AAA or any other agreed upon mediator.
- 7.3.2 **Mediation Expenses.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All joint expenses of the mediation, including required traveling and other expenses of the mediator, and the cost

of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.

- 7.3.3 Conduct of Mediation.** Mediation hearings will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 - 1128) and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary. Both Parties shall have a representative attend the mediation who is authorized to settle the dispute, though the City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either Party may have attorneys, witnesses or experts present.
- 7.3.4 Mediation Results.** Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
- 7.4 Time is of the Essence.** The City and the Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in Contract Documents.
- 7.5 Mutual Obligations.** The City and the Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each Party to realize the benefits afforded under this Contract.
- 7.6 Successors-In-Interest.** This Contract and all rights and obligations contained herein shall be in effect whether or not any or all Parties to this Contract have been succeeded by another entity, and all rights and obligations of the parties signatory to this Contract shall be vested and binding on their successors in interest.
- 7.7 Third Party Beneficiaries.** Nothing in this Contract shall grant rights or benefits to anyone other than the City and the Design-Builder, and any alleged third party beneficiaries are hereby expressly disclaimed. The Parties understand and agree, however, that to the extent permitted by law, the City is an intended third party beneficiary of the Design-Builder's agreements with its consultants, designers, contractors and construction managers performing work on the Project.
- 7.8 Severability.** Should any provision of this Contract be held invalid or illegal by a court or administrative agency of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Contract, but, rather, the Contract shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the Parties shall be construed and enforced accordingly, except to the extent that enforcement of this Contract without the invalidated provision would materially and adversely frustrate either or both Parties' essential objectives set forth in this Contract.

- 7.9 Independent Contractor.** The Design-Builder is and shall be an independent contractor. Any provisions in this Contract that may appear to give the City the right to direct the Design-Builder as to the details of accomplishing the work or to exercise a measure of control over the work means that the Design-Builder shall follow the wishes of the City as to the results of the work only.
- 7.10 Waivers.** The failure of either Party to enforce any of the provisions of this Contract or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions unless the waiver is in writing. Prior waivers shall not preclude the right of either Party to thereafter enforce each and every provision of this Contract.
- 7.11 Limitation on Powers.** Nothing in this Contract shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.
- 7.12 Conflict of Interest.** The Design-Builder shall establish and make known to its members, consultants, designers, contractors and construction managers, appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Design-Builder members shall not accept gratuities or any other favors from potential consultants, designers, contractors or construction managers who may or are working on the Project.
- 7.13 Notices.** Notices shall be mailed in accordance with section 2-12, "SPECIAL NOTICES" in The GREENBOOK to:
- | | |
|------------------|---------------------------|
| Design-Builder | Public Works Director |
| | City of San Diego |
| Address | 202 "C" Street, 9th Floor |
| City, State, ZIP | San Diego, CA 92101 |
- 7.14 Assignment.** The Design-Builder shall not assign its rights or obligations under this Contract without the City's prior written approval, which shall not be unreasonably withheld. Any attempted assignment in violation of this section shall be void and incapable of creating any contractual relationship between the City and a putative assignee.
- 7.15 Survival.** Any obligation that accrues under this Contract prior to its expiration or termination shall survive such expiration or termination.
- 7.16 Incorporation of Exhibits.** All exhibits referenced in this Contract and the documents referenced in section 1.5 are hereby incorporated into and made a part of this Contract by reference.

- 7.17 Integration Clause.** The City and the Design-Builder represent, warrant and agree that no oral promise or agreement not expressed herein has been made to them, that this Contract contains the entire agreement between the Parties, that this Contract supersedes any and all prior oral agreements or understandings between the Parties unless otherwise provided herein, and that in executing this Contract, neither Party is relying on any statement or representation made by the other Party concerning the subject matter, basis or effect of this Contract other than as set forth herein, and that each Party is relying solely on its own judgment and knowledge. This Contract may not be amended except by an instrument in writing signed by both Parties.
- 7.18 Counterparts.** This Contract may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

ARTICLE 8 – Prevailing Wages

- 8.1 Worked Performed.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below
- 8.2 Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
- 8.2.1** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
- 8.2.2** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage

rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- 8.3 Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- 8.4 Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 8.4.1** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 8.5 Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 8.6 Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 8.7 Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 8.8 Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 8.9 Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

8.10 Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

8.10.1 A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego pursuant to Resolution No. R- 311238 authorizing such execution, and the Design-Builder acting by and through its authorized officers.

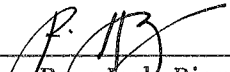
HMS Construction

By: 

Name: Carla Sims
Assistant Secretary

Date: 3/14/2017

THE CITY OF SAN DIEGO

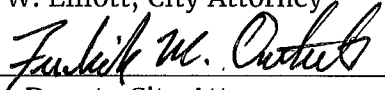
By: 

Rosa Isela Riego
Senior Contract Specialist
Public Works Department

Date: 09.25.2017

I HEREBY APPROVE the form of the foregoing agreement this 26 day of September, 2017.

Mara W. Elliott, City Attorney

By: 
Deputy City Attorney

RESOLUTION NUMBER R- 311238

DATE OF FINAL PASSAGE JUL 25 2017

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO APPROVING FIVE MULTIPLE AWARD
DESIGN-BUILD CONSTRUCTION CONTRACTS FOR
INTELLIGENT CITIES OUTDOOR LIGHTING RETROFIT
PROJECTS

WHEREAS, to conserve electricity and to continue to modernize its street light network through use of efficient lighting technologies coupled with adaptive metered controls and ancillary device support capabilities, the City of San Diego (City), through San Diego Ordinance O-20784 (Jan.18, 2017) (Ordinance O-20784) filed January 10, 2017, authorized: (1) a GE Intelligent Cities California Master Lease with GE Government Finance, Inc., and (2) a Lighting Master Purchase Agreement with Current, Powered by GE (Current), each a subsidiary business of General Electric Company; and

WHEREAS, the GE Intelligent Lighting Master Lease provides for the City's lease financing of energy efficient street lights, adaptive controls, and supporting network software (Intelligent Cities Equipment) from Current under the Master Purchase Agreement, and for costs of installing the Intelligent Cities Equipment; and

WHEREAS, Ordinance O-20784 authorized the Mayor or his designee to receive an amount up to \$30,273,755 from GE Government Finance, pursuant to the terms of the California Master Lease to be used to procure Intelligent Cities Equipment from Current and to install it on City streets using qualified contractors;

WHEREAS, the City requires design and construction services to install the Intelligent Cities Equipment on City streets in a manner consistent with the GE Government Finance California Master Lease and the Current Master Purchase Agreement; and

WHEREAS, San Diego Municipal Code section 22.3310 provides for the award of Multiple Award Design-Build Contracts for the design, construction, reconstruction, or improvement of public facilities, which include street lights; and

WHEREAS, in the Multiple Award Design-Build Contract procedure, a competitively selected field of design-build firms competes for project-specific task orders and the task orders are awarded to the firms that submit the proposal with the best overall value; and

WHEREAS, it is desirable for the design and construction of the Intelligent Cities Equipment installations to be performed pursuant to several task order contract packages under a Multiple Award Design-Build Contract; and

WHEREAS, in accordance with Administrative Regulation (AR) 25.60, the Environmental Services Department advertised a Request for Qualifications (RFQ) for Multiple Award Design-Build services on October 11, 2016; and

WHEREAS, based on the evaluation criteria specified in the RFQ, five firms were selected for award of Multiple Award Design-Build Contracts for Intelligent Cities outdoor lighting retrofit task orders to be identified and competed for at later dates between these five firms: (1) Barnhart-Reese Construction, Inc.; (2) HMS Construction, Inc.; (3) Select Electric, Inc.; (4) Siemens Industry, Inc. Intelligent Traffic Systems; and (5) Southern Contracting Company; and

WHEREAS, the San Diego City Council desires to let Multiple Award Design-Build Contracts to said five firms in order that they may compete for Intelligent Cities Equipment retrofit design-build task orders to be identified and delineated by City staff; NOW, THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, that:

1. The Mayor, or his designee, is hereby authorized to execute five Multiple Award Design-Build Contracts with the following five firms for the sole purpose of designing and building Intelligent Cities outdoor lighting retrofit projects: (1) Barnhart-Reese Construction, Inc.; (2) HMS Construction, Inc.; (3) Select Electric, Inc.; (4) Siemens Industry, Inc. Intelligent Traffic Systems; and (5) Southern Contracting Company.
2. The Chief Financial Officer is authorized to expend a total amount of \$25,000 from the General Fund, Fund 100000, for the purpose of executing these contracts and meeting minimum contract requirements.
3. The Chief Financial Officer is authorized to increase the Capital Improvements Program in Annual Allocation A-BT.00003, Citywide Energy Improvements, and to appropriate and expend \$30,273,755 from Fund 400867, GEGF California Master Lease Agreement for the purpose of retrofitting outdoor lighting citywide with energy efficient technology.

APPROVED: MARA W. ELLIOTT, City Attorney

By: 
Frederick M. Ortlieb
Deputy City Attorney

FMO:amc
March 30, 2017
July 13, 2017 COR.COPY
Or.Dept: Environmental Services
CC No.: 3000009785
Doc. No.: 1460766_3

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUL 17 2017.

ELIZABETH S. MALAND
City Clerk

By *Linda Dravin*
Deputy City Clerk

Approved: 7/24/17
(date)

Kevin L. Faulconer
KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

JUL 17 2017

Passed by the Council of The City of San Diego on _____, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gomez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

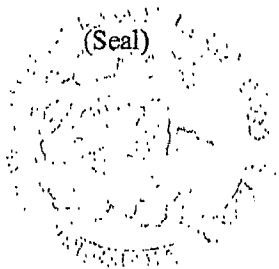
Date of final passage **JUL 25 2017**

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.



By *Gina Driven*, Deputy

Office of the City Clerk, San Diego, California
Resolution Number R- **311238**

Passed by the Council of The City of San Diego on July 17, 2017, by the following vote:

YEAS: **BRY, ZAPF, WARD, COLE, KERSEY, CATE, SHERMAN,
ALVAREZ, & GOMEZ.**

NAYS: **NONE.**

NOT PRESENT: **NONE.**

RECUSED: **NONE.**

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: **Connie Patterson**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. **R-311238**, approved on **July 17, 2017**. The date of final passage is
July 25, 2017.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: *Connie Patterson*, Deputy

City of San Diego

CONTRACTOR'S NAME: Southern Contracting Company
ADDRESS: 559 N. Twin Oaks Valley Road, San Marcos, CA 92069
TELEPHONE NO.: 760-744-0760 **FAX NO.:** 760-744-6475
CITY CONTACT: Rosa Isela Riego, Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633

**CONTRACT
DOCUMENTS**

ORIGINAL



FOR

**MULTIPLE AWARD DESIGN-BUILD CONTRACT FOR
INTELLIGENT CITIES OUTDOOR LIGHTING PROJECTS**

RFQ NO.: 6712A

R-311238

**MULTIPLE AWARD DESIGN-BUILD CONTRACT
FOR INTELLIGENT CITIES OUTDOOR LIGHTING RETROFITS PROJECTS**

This multiple award Design-Build contract (Contract) is made and entered into by and between the City of San Diego (City), a municipal corporation, and **Southern Contracting Company**, (Design-Builder), for the purpose of designing and constructing City outdoor lighting retrofit of various roadway, pedestrian, sports lighting, and other types of lighting, (Projects). The City and Design-Builder may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

- A. The City needs to design and construct Projects located in the City of San Diego, California.
- B. The City issued Request for Qualifications No. 6712 (RFQ) for multiple award Design-Build contracts, to which the Design-Builder responded and was approved by the Mayor and City Council (Resolution No. **R-311238**) as one of the five firms eligible to submit future proposals to design and construct Projects through this program.
- C. The City will hire one firm to design and construct each Project, to be described in Request for Proposals (RFPs) issued pursuant to section 22.3310 of the San Diego Municipal Code (SDMC).
- D. The Design-Builder is prepared to enter into this Contract and to submit, in accordance with each RFP, a Proposal for each Project.
- E. The Design-Builder is ready, willing, and able to design and construct Projects in accordance with the terms and conditions of this Contract.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

ARTICLE 1 – PROJECT AWARD

- 1.1 Request for Proposals.** From time to time during the term of this Contract, the City will issue a RFP to the Design-Builder for the design and construction of a Project. The RFP will describe the specific requirements and scope of work for the Project. There is no minimum or maximum number of RFPs to be issued under this Contract. Issuing a RFP does not obligate the City to award a task order for the Project, and a RFP may be canceled by the City at any time prior to award of a task order. The City may issue addenda to a RFP or extend the deadline for submitting proposals, in the City's discretion.

- 1.1.1 Project Descriptions.** Projects may be non-complex performance oriented tasks requiring minimal design, may be complex construction requiring substantial design development, or a combination thereof. Projects will be varying in size and complexity. The RFP may or may not have preliminary plans and specifications but may include sketches, and requests for catalog cuts, and other submittals.
- 1.2 Proposals.** The Design-Builder's proposal must be complete and satisfy all the requirements of the RFP, consistent with industry standards and proposals submitted by competent design-build firms performing similar work in California. Proposals submitted by the Design-Builder shall constitute a firm offer, which may be accepted by the City within the time specified in the RFP. Subcontractors shall be identified in the proposals pursuant to SDMC section 22.3309. Preparing and submitting proposals shall be at the Design-Builder's sole cost and expense. The Design-Builder shall submit a proposal to the City responding to each RFP, by the deadline specified in the RFP, unless an exception applies:
- 1.2.2 Response Effort.** The Design-Builder does not have to submit a proposal in response to an RFP if the deadline to submit a proposal is less than thirty (30) days from the date the RFP is issued, or if the City has issued more than two RFPs in the thirty (30) days immediately preceding the date of issuance of the current RFP.
- 1.3 Evaluation.** The City will evaluate the proposals in accordance with SDMC section 22.3308 and the criteria set forth in the RFP. The City may negotiate and clarify the final components of the winning proposal with the Design-Builder pursuant to SDMC section 22.3008(b). The winning proposal will be recommended for award to the Mayor or his/her designee, who must approve all task orders. If at least two proposals are not received in response to a RFP, the City will not issue a task order for the Project and instead procure the Project through another process. The City may accept the winning proposal, reject proposals that do not meet all the requirements of the RFP or this Contract, waive any defects and technicalities in a proposal, or reject all proposals, all in its sole discretion.
- 1.4 Task Orders.** If the City accepts the Design-Builder's proposal, the award of the Project will be acknowledged by the issuance of a task order. The award of a task order is contingent upon the Design-Builder's compliance with all conditions precedent to award described in the RFP. The task order becomes effective upon the Design-Builder's receipt of the task order signed by the Mayor or his designee. Task orders will be issued with a specific completion date or performance period and a firm fixed price for design and construction. The Design-Builder is responsible for designing and constructing each Project for the fixed price contract value. Failure to do so is at the Design-Builder's risk.
- 1.5 Contract Documents.** Upon the award of a task order, the RFP, the Design-Builder's proposal, and the task order (which may include modifications to the proposal negotiated pursuant to section 1.3) shall be considered as incorporated into this Contract, but only for the particular Project for which they are issued or submitted. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in section 1.5.1 having the highest precedence). Provisions

of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.

- 1.5.1 This Contract.
- 1.5.2 The task order.
- 1.5.3 The RFP and all documents referenced therein.
- 1.5.4 The 2015 City Supplements (The WHITEBOOK).
- 1.5.5 The 2015 Standard Specifications for Public Works Construction (The GREENBOOK).
- 1.5.6 The Design-Builder's proposal (Proposal).
- 1.5.7 RFQ No. 6712 and all addenda thereto.
- 1.5.8 The Design-Builder's Statement of Qualifications (SOQ).

- 1.6 Eligibility to Submit Proposals.** Pursuant to SDMC section 22.3310(h) (3), if the Design-Builder is awarded a task order and fails to achieve the mandatory minimum participation levels established in the RFP for that Project for Small Local Business Enterprises, Emerging Local Business Enterprises, or Disabled Veteran Business Enterprises, the Design-Builder shall be ineligible to submit proposals for any further task orders under this Contract.

ARTICLE 2 – SCOPE OF WORK

- 2.1 Scope of Work.** Upon the award of a task order, the Design-Builder shall furnish any and all labor, materials, equipment, transportation, utilities, services and temporary facilities required to complete each Project as described in the task order, the RFP and the Design-Builder's proposal. All work shall be performed in a good and workmanlike manner and within the care and skill of a qualified design firm and licensed contractor in California. The work shall be performed pursuant to and in conformity with the RFP, the Project's plans and specifications, and all other Contract Documents and subject to the approval of the City, whose approval shall not be unreasonably withheld.
- 2.2 Design-Builder's Representative.** The Design-Builder shall designate a local representative, who shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Projects. The Design-Builder's representative shall communicate regularly with City, but no less than once a week if the Design-Builder is working on a task order, and shall be vested with the authority to act on behalf of the Design-Builder. The Design-Builder's representative may be replaced only with the written consent of City.

- 2.3 Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified as “key personnel” in its statement of qualifications or and proposal without the written consent of the City, which will not be unreasonably withheld. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its statement of qualifications or proposal without written consent of the City.
- 2.4 Contract Terms and Conditions.** This Contract incorporates by reference, as if fully set forth herein, the 2015 Edition of The GREENBOOK as modified by the 2015 Edition of The WHITEBOOK, except as otherwise specified in this Contract, a RFP or a task order.
- 2.5 Subcontractors and Suppliers.** The Design-Builder shall be responsible for the work done by subcontractors and suppliers, and any discrepancy or gaps in their scope of works. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any subcontractor or supplier of any tier.
- 2.6 Equal Opportunity Contracting.** The Design-Builder shall comply with the City’s “General Equal Opportunity Contracting Program Requirements” found in Chapter 10 of The WHITEBOOK, hereby incorporated into this Contract by reference. At the pre-construction conference (if any), the Design-Builder shall provide a statement of proposed SLBE, ELBE, and DVBE utilization identifying the certified entities that will be utilized on the Project to meet the mandatory minimum participation levels in the RFP. The Design-Builder shall also provide copies of all purchase orders and/or contracts with SLBE, ELBE, and DVBE subcontractors used to meet the mandatory minimum participation levels in the RFP.
- 2.7 Coordination of the Work.** The Design-Builder shall coordinate all design and construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. The Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of design and construction. The Design-Builder shall coordinate scheduling of bid packages, submittals, and all RFI’s, and the construction of the Project to ensure the efficient and orderly sequence of the construction of the Project. The Design-Builder shall monitor and report monthly to the City on actual performance compared to the Project schedule. If City performs other work on the Project or at the site itself or with separate contractors under City’s control, the Design-Builder and the City both agree to reasonably cooperate and coordinate respective activities with the other so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.8 Superintendent.** The Design-Builder’s superintendent shall be present at the site at all times that construction activities are taking place. All elements of the construction work shall be under the direct supervision of the Design-Builder’s superintendent or his designated representative on the site who shall have the authority to take actions required to properly perform that particular element of the Project. The City may require the Design-Builder to stop or suspend the construction work if the City reasonably believes supervision at the site is inadequate.

ARTICLE 3 – CONTRACT TERM

- 3.1 Contract Effective.** This Contract shall become effective on the date it is fully executed by both Parties.
- 3.2. Termination.** This Contract, or task orders issued under this Contract, may be terminated by the City for default or for convenience in accordance with Part 1 of The GREENBOOK and The WHITEBOOK.
- 3.3 Force Majeure.** In the event the performance of either Party is delayed due to causes which are outside their control, and could not be avoided by the exercise of due care, which may include, but is not limited to, war, terrorist attack, act of God, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of the work, inability to obtain materials, labor or equipment, or litigation or legal proceedings challenging one or more of the project approvals, then the time for performance shall be extended by an amount equivalent to the length of delay. Neither Party shall receive compensation from the other party for a force majeure event.

ARTICLE 4 – COMPENSATION

- 4.1 Compensation.** The total cumulative compensation to all design-build firms eligible to submit proposals pursuant to RFQ No. 6712 shall not exceed \$100 million. The guaranteed minimum compensation to the Design-Builder is \$5,000. The total compensation for each Project will be set forth in each task order, which shall be a firm fixed price for successful completion of the Project.
- 4.2 Progress Payments.** The City will make periodic payments to the Design-Builder in accordance with the payment provisions in The GREENBOOK, the WHITEBOOK, the RFP and the task order.

ARTICLE 5 - INDEMNITY

- 5.1 General Indemnity.** The Design-Builder agrees to defend, indemnify, protect and hold harmless the City, its elected officials, officers and employees, from and against all third-party claims or judgments asserted, or third-party liability established for damages or injuries to any person or property arising directly or indirectly out of the construction of each Project, or the Design-Builder's obligations under this Contract, which are caused or claimed to be caused by the negligent acts or omissions or willful misconduct of the Design-Builder, its officers, agents, or employees. The Design-Builder's obligation to indemnify the City shall not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its elected officials, officers or employees. The City may elect to conduct its own defense, in its sole discretion, without invalidating this section.
- 5.2 Indemnity for Design Services.** With respect to the design of the Project, except as otherwise provided by California Civil Code section 2782.8, the Design-Builder shall indemnify and hold harmless the City, its elected officials, officers and employees, from all claims, demands or liability that arise out of, pertain to or relate to the

negligence, recklessness, or willful misconduct of the Design-Builder, its design professionals, officers, agents or employees.

- 5.3 **Survival.** Notwithstanding Article 3, the indemnity provisions in this Article shall survive expiration and termination of this Contract and continue so long as a viable claim exists.

ARTICLE 6 – BONDS AND INSURANCE

- 6.1 **Bonds and Insurance.** The Design-Builder shall furnish evidence of bonds and insurance required by the RFP within fourteen (14) days after written notification from the City that the Design-Builder has submitted the winning proposal, unless an extension of time is granted by the City in writing. If the Design-Builder takes longer than fourteen (14) days to provide evidence of bonds and insurance, then the additional time taken shall be added to the time the Design-Builder must guarantee the price of its proposal prior to the issuance of a task order. The City may reject the proposal if the Design-Builder fails to provide evidence of bonds and insurance within fourteen (14) days or the extension of time granted by the City.

ARTICLE 7 – GENERAL PROVISIONS

- 7.1 **Compliance with Laws.** The Design-Builder shall comply with all applicable local, state and federal laws; statutes, ordinances, and regulations in the performance of its obligations under this Contract. Local ordinances and regulations requiring written certifications or information from the Design-Builder include the Equal Benefits Ordinance (SDMC sections 22.4301 *et. seq.*), Non-Discrimination Ordinance (SDMC sections 22.3501 *et. seq.*), Drug-Free Workplace Policy (Council Policy 100-17), Americans with Disabilities Act Policy (Council Policy 100-04), and Contractor Standards Ordinance (SDMC section 22.3004).
- 7.2 **Contract Interpretation.** This Contract, its exhibits, and the documents listed in section 1.5 are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards. This Contract is entered into and shall be construed and interpreted in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof.
- 7.3 **Mandatory Mediation.** If a dispute arises out of or relates to this Contract that cannot be resolved through normal contract negotiations, the Design-Builder and the City must first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of JAMS, AAA or any other neutral organization agreed upon by the parties before having recourse in a court of law.
 - 7.3.1 **Selection of Mediator.** A single mediator that is acceptable to both Parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible, and chosen from lists furnished by JAMS, AAA or any other agreed upon mediator.
 - 7.3.2 **Mediation Expenses.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All joint expenses of the mediation, including required traveling and other expenses of the mediator, and the cost

of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.

7.3.3 Conduct of Mediation. Mediation hearings will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 - 1128) and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary. Both Parties shall have a representative attend the mediation who is authorized to settle the dispute, though the City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either Party may have attorneys, witnesses or experts present.

7.3.4 Mediation Results. Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

7.4 Time is of the Essence. The City and the Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in Contract Documents.

7.5 Mutual Obligations. The City and the Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each Party to realize the benefits afforded under this Contract.

7.6 Successors-In-Interest. This Contract and all rights and obligations contained herein shall be in effect whether or not any or all Parties to this Contract have been succeeded by another entity, and all rights and obligations of the parties signatory to this Contract shall be vested and binding on their successors in interest.

7.7 Third Party Beneficiaries. Nothing in this Contract shall grant rights or benefits to anyone other than the City and the Design-Builder, and any alleged third party beneficiaries are hereby expressly disclaimed. The Parties understand and agree, however, that to the extent permitted by law, the City is an intended third party beneficiary of the Design-Builder's agreements with its consultants, designers, contractors and construction managers performing work on the Project.

7.8 Severability. Should any provision of this Contract be held invalid or illegal by a court or administrative agency of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Contract, but, rather, the Contract shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the Parties shall be construed and enforced accordingly, except to the extent that enforcement of this Contract without the invalidated provision would materially and adversely frustrate either or both Parties' essential objectives set forth in this Contract.

- 7.9 Independent Contractor.** The Design-BUILDER is and shall be an independent contractor. Any provisions in this Contract that may appear to give the City the right to direct the Design-BUILDER as to the details of accomplishing the work or to exercise a measure of control over the work means that the Design-BUILDER shall follow the wishes of the City as to the results of the work only.
- 7.10 Waivers.** The failure of either Party to enforce any of the provisions of this Contract or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions unless the waiver is in writing. Prior waivers shall not preclude the right of either Party to thereafter enforce each and every provision of this Contract.
- 7.11 Limitation on Powers.** Nothing in this Contract shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.
- 7.12 Conflict of Interest.** The Design-BUILDER shall establish and make known to its members, consultants, designers, contractors and construction managers, appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Design-BUILDER members shall not accept gratuities or any other favors from potential consultants, designers, contractors or construction managers who may or are working on the Project.
- 7.13 Notices.** Notices shall be mailed in accordance with section 2-12, "SPECIAL NOTICES" in The GREENBOOK to:
- | | |
|------------------|---------------------------|
| Design-BUILDER | Public Works Director |
| Address | City of San Diego |
| City, State, ZIP | 202 "C" Street, 9th Floor |
| | San Diego, CA 92101 |
- 7.14 Assignment.** The Design-BUILDER shall not assign its rights or obligations under this Contract without the City's prior written approval, which shall not be unreasonably withheld. Any attempted assignment in violation of this section shall be void and incapable of creating any contractual relationship between the City and a putative assignee.
- 7.15 Survival.** Any obligation that accrues under this Contract prior to its expiration or termination shall survive such expiration or termination.
- 7.16 Incorporation of Exhibits.** All exhibits referenced in this Contract and the documents referenced in section 1.5 are hereby incorporated into and made a part of this Contract by reference.

- 7.17 Integration Clause.** The City and the Design-Builder represent, warrant and agree that no oral promise or agreement not expressed herein has been made to them, that this Contract contains the entire agreement between the Parties, that this Contract supersedes any and all prior oral agreements or understandings between the Parties unless otherwise provided herein, and that in executing this Contract, neither Party is relying on any statement or representation made by the other Party concerning the subject matter, basis or effect of this Contract other than as set forth herein, and that each Party is relying solely on its own judgment and knowledge. This Contract may not be amended except by an instrument in writing signed by both Parties.
- 7.18 Counterparts.** This Contract may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

ARTICLE 8 – Prevailing Wages

- 8.1 Worked Performed.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below
- 8.2 Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
- 8.2.1** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
- 8.2.2** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage

rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- 8.3 Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- 8.4 Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 8.4.1** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 8.5 Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 8.6 Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 8.7 Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 8.8 Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 8.9 Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when


payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

8.10 Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

8.10.1 A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego pursuant to Resolution No. R-311238 authorizing such execution, and the Design-BUILDER acting by and through its authorized officers.

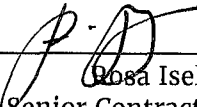
Southern Contracting Company

By: 

Name: **Philip E. Waterman, President**

Date: MARCH 14, 2017

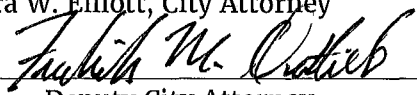
THE CITY OF SAN DIEGO

By: 
Rosa Isela Riego
Senior Contract Specialist
Public Works Department

Date: 09.25.17

I HEREBY APPROVE the form of the foregoing agreement this 26th day of September, 2017.

Mara W. Elliott, City Attorney

By: 
Deputy City Attorney

RESOLUTION NUMBER R- 311238

DATE OF FINAL PASSAGE JUL 25 2017

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO APPROVING FIVE MULTIPLE AWARD
DESIGN-BUILD CONSTRUCTION CONTRACTS FOR
INTELLIGENT CITIES OUTDOOR LIGHTING RETROFIT
PROJECTS

WHEREAS, to conserve electricity and to continue to modernize its street light network through use of efficient lighting technologies coupled with adaptive metered controls and ancillary device support capabilities, the City of San Diego (City), through San Diego Ordinance O-20784 (Jan.18, 2017) (Ordinance O-20784) filed January 10, 2017, authorized: (1) a GE Intelligent Cities California Master Lease with GE Government Finance, Inc., and (2) a Lighting Master Purchase Agreement with Current, Powered by GE (Current), each a subsidiary business of General Electric Company; and

WHEREAS, the GE Intelligent Lighting Master Lease provides for the City's lease financing of energy efficient street lights, adaptive controls, and supporting network software (Intelligent Cities Equipment) from Current under the Master Purchase Agreement, and for costs of installing the Intelligent Cities Equipment; and

WHEREAS, Ordinance O-20784 authorized the Mayor or his designee to receive an amount up to \$30,273,755 from GE Government Finance, pursuant to the terms of the California Master Lease to be used to procure Intelligent Cities Equipment from Current and to install it on City streets using qualified contractors;

WHEREAS, the City requires design and construction services to install the Intelligent Cities Equipment on City streets in a manner consistent with the GE Government Finance California Master Lease and the Current Master Purchase Agreement; and

WHEREAS, San Diego Municipal Code section 22.3310 provides for the award of Multiple Award Design-Build Contracts for the design, construction, reconstruction, or improvement of public facilities, which include street lights; and

WHEREAS, in the Multiple Award Design-Build Contract procedure, a competitively selected field of design-build firms competes for project-specific task orders and the task orders are awarded to the firms that submit the proposal with the best overall value; and

WHEREAS, it is desirable for the design and construction of the Intelligent Cities Equipment installations to be performed pursuant to several task order contract packages under a Multiple Award Design-Build Contract; and

WHEREAS, in accordance with Administrative Regulation (AR) 25.60, the Environmental Services Department advertised a Request for Qualifications (RFQ) for Multiple Award Design-Build services on October 11, 2016; and

WHEREAS, based on the evaluation criteria specified in the RFQ, five firms were selected for award of Multiple Award Design-Build Contracts for Intelligent Cities outdoor lighting retrofit task orders to be identified and competed for at later dates between these five firms: (1) Barnhart-Reese Construction, Inc.; (2) HMS Construction, Inc.; (3) Select Electric, Inc.; (4) Siemens Industry, Inc. Intelligent Traffic Systems; and (5) Southern Contracting Company; and

WHEREAS, the San Diego City Council desires to let Multiple Award Design-Build Contracts to said five firms in order that they may compete for Intelligent Cities Equipment retrofit design-build task orders to be identified and delineated by City staff; NOW, THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, that:

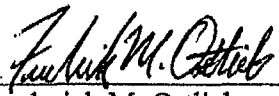
1. The Mayor, or his designee, is hereby authorized to execute five Multiple Award Design-Build Contracts with the following five firms for the sole purpose of designing and building Intelligent Cities outdoor lighting retrofit projects: (1) Barnhart-Reese Construction, Inc.; (2) HMS Construction, Inc.; (3) Select Electric, Inc.; (4) Siemens Industry, Inc. Intelligent Traffic Systems; and (5) Southern Contracting Company.

2. The Chief Financial Officer is authorized to expend a total amount of \$25,000 from the General Fund, Fund 100000, for the purpose of executing these contracts and meeting minimum contract requirements.

3. The Chief Financial Officer is authorized to increase the Capital Improvements Program in Annual Allocation A-BT.00003, Citywide Energy Improvements, and to appropriate and expend \$30,273,755 from Fund 400867, GEGF California Master Lease Agreement for the purpose of retrofitting outdoor lighting citywide with energy efficient technology.

APPROVED: MARA W. ELLIOTT, City Attorney

By: _____


Frederick M. Ortlieb
Deputy City Attorney

FMO:amc
March 30, 2017
July 13, 2017 COR.COPY
Or.Dept: Environmental Services
CC No.: 3000009785
Doc. No.: 1460766_3

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUL 17 2017.

ELIZABETH S. MALAND
City Clerk

By *Gina Dravin*
Deputy City Clerk

Approved: 7/24/17
(date)

Kevin L. Faulconer
KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

DEPT.
NO.:

3000009785

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001									
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: _____ \$25,000.00

Vendor: Multiple Award Design-Build Construction Contracts

Purpose: Authorizing \$25,000 for the purpose of executing five Multiple Award Design-Build Construction Contracts (for the Intelligent Cities Outdoor Lighting Projects) and meeting minimum contract requirements.

Date: March 21, 2017 By: Coleen Maddox

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
1	100000				512059	2116	2116110021		\$5,000.00
2	100000				512059	2116	2116110021		\$5,000.00
3	100000				512059	2116	2116110021		\$5,000.00
4	100000				512059	2116	2116110021		\$5,000.00
5	100000				512059	2116	2116110021		\$5,000.00
TOTAL AMOUNT									\$25,000.00

JUL 17 2017

Passed by the Council of The City of San Diego on _____, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gomez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

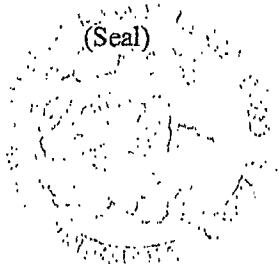
Date of final passage **JUL 25 2017**

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.



By *Jinda Brwin*, Deputy

Office of the City Clerk, San Diego, California
Resolution Number R- <u>311238</u>

Passed by the Council of The City of San Diego on July 17, 2017, by the following vote:

YEAS: BRY, ZAPF, WARD, COLE, KERSEY, CATE, SHERMAN,
ALVAREZ, & GOMEZ.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:
KEVIN L. FAULCONER
Mayor of The City of San Diego, California
ELIZABETH S. MALAND
City Clerk of The City of San Diego, California

(Seal)

By: Connie Patterson, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. R-311238, approved on July 17, 2017. The date of final passage is
July 25, 2017.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California

(Seal)

By: Connie Patterson, Deputy

City of San Diego

CONTRACTOR'S NAME: Siemens Industry
ADDRESS: 9225 Bee Cave Road, Austin, TX 78746
TELEPHONE NO.: 978-729-9921 FAX NO.: _____
CITY CONTACT: Rosa Isela Riego, Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633

CONTRACT DOCUMENTS

ORIGINAL



FOR

MULTIPLE AWARD DESIGN-BUILD CONTRACT FOR INTELLIGENT CITIES OUTDOOR LIGHTING PROJECTS

RFQ NO.: 6712A

R- 311238

**MULTIPLE AWARD DESIGN-BUILD CONTRACT
FOR INTELLIGENT CITIES OUTDOOR LIGHTING RETROFITS PROJECTS**

This multiple award Design-Build contract (Contract) is made and entered into by and between the City of San Diego (City), a municipal corporation, and **Siemens Industry**, (Design-Builder), for the purpose of designing and constructing City outdoor lighting retrofits of various roadway, pedestrian, sports lighting, and other types of lighting, (Projects). The City and Design-Builder may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

- A. The City needs to design and construct Projects located in the City of San Diego, California.
- B. The City issued Request for Qualifications No. 6712 (RFQ) for multiple award Design-Build contracts, to which the Design-Builder responded and was approved by the Mayor and City Council (Resolution No. **R-311238**) as one of the five firms eligible to submit future proposals to design and construct Projects through this program.
- C. The City will hire one firm to design and construct each Project, to be described in Request for Proposals (RFPs) issued pursuant to section 22.3310 of the San Diego Municipal Code (SDMC).
- D. The Design-Builder is prepared to enter into this Contract and to submit, in accordance with each RFP, a Proposal for each Project.
- E. The Design-Builder is ready, willing, and able to design and construct Projects in accordance with the terms and conditions of this Contract.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

ARTICLE 1 – PROJECT AWARD

- 1.1 Request for Proposals.** From time to time during the term of this Contract, the City will issue a RFP to the Design-Builder for the design and construction of a Project. The RFP will describe the specific requirements and scope of work for the Project. There is no minimum or maximum number of RFPs to be issued under this Contract. Issuing a RFP does not obligate the City to award a task order for the Project, and a RFP may be canceled by the City at any time prior to award of a task order. The City may issue addenda to a RFP or extend the deadline for submitting proposals, in the City's discretion.

- 1.1.1 Project Descriptions.** Projects may be non-complex performance oriented tasks requiring minimal design, may be complex construction requiring substantial design development, or a combination thereof. Projects will be varying in size and complexity. The RFP may or may not have preliminary plans and specifications but may include sketches, and requests for catalog cuts, and other submittals.
- 1.2 Proposals.** The Design-Builder's proposal must be complete and satisfy all the requirements of the RFP, consistent with industry standards and proposals submitted by competent design-build firms performing similar work in California. Proposals submitted by the Design-Builder shall constitute a firm offer, which may be accepted by the City within the time specified in the RFP. Subcontractors shall be identified in the proposals pursuant to SDMC section 22.3309. Preparing and submitting proposals shall be at the Design-Builder's sole cost and expense. The Design-Builder shall submit a proposal to the City responding to each RFP, by the deadline specified in the RFP, unless an exception applies:
- 1.2.1 Response Effort.** The Design-Builder does not have to submit a proposal in response to an RFP if the deadline to submit a proposal is less than thirty (30) days from the date the RFP is issued, or if the City has issued more than two RFPs in the thirty (30) days immediately preceding the date of issuance of the current RFP.
- 1.3 Evaluation.** The City will evaluate the proposals in accordance with SDMC section 22.3308 and the criteria set forth in the RFP. The City may negotiate and clarify the final components of the winning proposal with the Design-Builder pursuant to SDMC section 22.3008(b). The winning proposal will be recommended for award to the Mayor or his/her designee, who must approve all task orders. If at least two proposals are not received in response to a RFP, the City will not issue a task order for the Project and instead procure the Project through another process. The City may accept the winning proposal, reject proposals that do not meet all the requirements of the RFP or this Contract, waive any defects and technicalities in a proposal, or reject all proposals, all in its sole discretion.
- 1.4 Task Orders.** If the City accepts the Design-Builder's proposal, the award of the Project will be acknowledged by the issuance of a task order. The award of a task order is contingent upon the Design-Builder's compliance with all conditions precedent to award described in the RFP. The task order becomes effective upon the Design-Builder's receipt of the task order signed by the Mayor or his designee. Task orders will be issued with a specific completion date or performance period and a firm fixed price for design and construction. The Design-Builder is responsible for designing and constructing each Project for the fixed price contract value. Failure to do so is at the Design-Builder's risk.
- 1.5 Contract Documents.** Upon the award of a task order, the RFP; the Design-Builder's proposal, and the task order (which may include modifications to the proposal negotiated pursuant to section 1.3) shall be considered as incorporated into this Contract, but only for the particular Project for which they are issued or submitted. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in section 1.5.1 having the highest precedence). Provisions

of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.

- 1.5.1 This Contract.
 - 1.5.2 The task order.
 - 1.5.3 The RFP and all documents referenced therein.
 - 1.5.4 The 2015 City Supplements (The WHITEBOOK).
 - 1.5.5 The 2015 Standard Specifications for Public Works Construction (The GREENBOOK).
 - 1.5.6 The Design-Builder's proposal (Proposal).
 - 1.5.7 RFQ No. 6712 and all addenda thereto.
 - 1.5.8 The Design-Builder's Statement of Qualifications (SOQ).
- 1.6 Eligibility to Submit Proposals.** Pursuant to SDMC section 22.3310(h) (3), if the Design-Builder is awarded a task order and fails to achieve the mandatory minimum participation levels established in the RFP for that Project for Small Local Business Enterprises, Emerging Local Business Enterprises, or Disabled Veteran Business Enterprises, the Design-Builder shall be ineligible to submit proposals for any further task orders under this Contract.

ARTICLE 2 – SCOPE OF WORK

- 2.1 Scope of Work.** Upon the award of a task order, the Design-Builder shall furnish any and all labor, materials, equipment, transportation, utilities, services and temporary facilities required to complete each Project as described in the task order, the RFP and the Design-Builder's proposal. All work shall be performed in a good and workmanlike manner and within the care and skill of a qualified design firm and licensed contractor in California. The work shall be performed pursuant to and in conformity with the RFP, the Project's plans and specifications, and all other Contract Documents and subject to the approval of the City, whose approval shall not be unreasonably withheld.
- 2.2 Design-Builder's Representative.** The Design-Builder shall designate a local representative, who shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Projects. The Design-Builder's representative shall communicate regularly with City, but no less than once a week if the Design-Builder is working on a task order, and shall be vested with the authority to act on behalf of the Design-Builder. The Design-Builder's representative may be replaced only with the written consent of City.

- 2.3 Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified as “key personnel” in its statement of qualifications or and proposal without the written consent of the City, which will not be unreasonably withheld. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its statement of qualifications or proposal without written consent of the City.
- 2.4 Contract Terms and Conditions.** This Contract incorporates by reference, as if fully set forth herein, the 2015 Edition of The GREENBOOK as modified by the 2015 Edition of The WHITEBOOK, except as otherwise specified in this Contract, a RFP or a task order.
- 2.5 Subcontractors and Suppliers.** The Design-Builder shall be responsible for the work done by subcontractors and suppliers, and any discrepancy or gaps in their scope of works. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any subcontractor or supplier of any tier.
- 2.6 Equal Opportunity Contracting.** The Design-Builder shall comply with the City’s “General Equal Opportunity Contracting Program Requirements” found in Chapter 10 of The WHITEBOOK, hereby incorporated into this Contract by reference. At the pre-construction conference (if any), the Design-Builder shall provide a statement of proposed SLBE, ELBE, and DVBE utilization identifying the certified entities that will be utilized on the Project to meet the mandatory minimum participation levels in the RFP. The Design-Builder shall also provide copies of all purchase orders and/or contracts with SLBE, ELBE, and DVBE subcontractors used to meet the mandatory minimum participation levels in the RFP.
- 2.7 Coordination of the Work.** The Design-Builder shall coordinate all design and construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. The Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of design and construction. The Design-Builder shall coordinate scheduling of bid packages, submittals, and all RFI’s, and the construction of the Project to ensure the efficient and orderly sequence of the construction of the Project. The Design-Builder shall monitor and report monthly to the City on actual performance compared to the Project schedule. If City performs other work on the Project or at the site itself or with separate contractors under City’s control, the Design-Builder and the City both agree to reasonably cooperate and coordinate respective activities with the other so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.8 Superintendent.** The Design-Builder’s superintendent shall be present at the site at all times that construction activities are taking place. All elements of the construction work shall be under the direct supervision of the Design-Builder’s superintendent or his designated representative on the site who shall have the authority to take actions required to properly perform that particular element of the Project. The City may require the Design-Builder to stop or suspend the construction work if the City reasonably believes supervision at the site is inadequate.

ARTICLE 3 – CONTRACT TERM

- 3.1 Contract Effective.** This Contract shall become effective on the date it is fully executed by both Parties.
- 3.2 Termination.** This Contract, or task orders issued under this Contract, may be terminated by the City for default or for convenience in accordance with Part 1 of The GREENBOOK and The WHITEBOOK.
- 3.3 Force Majeure.** In the event the performance of either Party is delayed due to causes which are outside their control, and could not be avoided by the exercise of due care, which may include, but is not limited to, war, terrorist attack, act of God, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of the work, inability to obtain materials, labor or equipment, or litigation or legal proceedings challenging one or more of the project approvals, then the time for performance shall be extended by an amount equivalent to the length of delay. Neither Party shall receive compensation from the other party for a force majeure event.

ARTICLE 4 – COMPENSATION

- 4.1 Compensation.** The total cumulative compensation to all design-build firms eligible to submit proposals pursuant to RFQ No. 6712 shall not exceed \$100 million. The guaranteed minimum compensation to the Design-Builder is \$5,000. The total compensation for each Project will be set forth in each task order, which shall be a firm fixed price for successful completion of the Project.
- 4.2 Progress Payments.** The City will make periodic payments to the Design-Builder in accordance with the payment provisions in The GREENBOOK, the WHITEBOOK, the RFP and the task order.

ARTICLE 5 - INDEMNITY

- 5.1 General Indemnity.** The Design-Builder agrees to defend, indemnify, protect and hold harmless the City, its elected officials, officers and employees, from and against all third-party claims or judgments asserted, or third-party liability established for damages or injuries to any person or property arising directly or indirectly out of the construction of each Project, or the Design-Builder's obligations under this Contract, which are caused or claimed to be caused by the negligent acts or omissions or willful misconduct of the Design-Builder, its officers, agents, or employees. The Design-Builder's obligation to indemnify the City shall not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its elected officials, officers or employees. The City may elect to conduct its own defense, in its sole discretion, without invalidating this section.
- 5.2 Indemnity for Design Services.** With respect to the design of the Project, except as otherwise provided by California Civil Code section 2782.8, the Design-Builder shall indemnify and hold harmless the City, its elected officials, officers and employees, from all claims, demands or liability that arise out of, pertain to or relate to the

negligence, recklessness, or willful misconduct of the Design-Builder, its design professionals, officers, agents or employees.

- 5.3 **Survival.** Notwithstanding Article 3, the indemnity provisions in this Article shall survive expiration and termination of this Contract and continue so long as a viable claim exists.

ARTICLE 6 – BONDS AND INSURANCE

- 6.1 **Bonds and Insurance.** The Design-Builder shall furnish evidence of bonds and insurance required by the RFP within fourteen (14) days after written notification from the City that the Design-Builder has submitted the winning proposal, unless an extension of time is granted by the City in writing. If the Design-Builder takes longer than fourteen (14) days to provide evidence of bonds and insurance, then the additional time taken shall be added to the time the Design-Builder must guarantee the price of its proposal prior to the issuance of a task order. The City may reject the proposal if the Design-Builder fails to provide evidence of bonds and insurance within fourteen (14) days or the extension of time granted by the City.

ARTICLE 7 – GENERAL PROVISIONS

- 7.1 **Compliance with Laws.** The Design-Builder shall comply with all applicable local, state and federal laws, statutes, ordinances, and regulations in the performance of its obligations under this Contract. Local ordinances and regulations requiring written certifications or information from the Design-Builder include the Equal Benefits Ordinance (SDMC sections 22.4301 *et. seq.*), Non-Discrimination Ordinance (SDMC sections 22.3501 *et. seq.*), Drug-Free Workplace Policy (Council Policy 100-17), Americans with Disabilities Act Policy (Council Policy 100-04), and Contractor Standards Ordinance (SDMC section 22.3004).
- 7.2 **Contract Interpretation.** This Contract, its exhibits, and the documents listed in section 1.5 are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards. This Contract is entered into and shall be construed and interpreted in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof.
- 7.3 **Mandatory Mediation.** If a dispute arises out of or relates to this Contract that cannot be resolved through normal contract negotiations, the Design-Builder and the City must first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of JAMS, AAA or any other neutral organization agreed upon by the parties before having recourse in a court of law.
- 7.3.1 **Selection of Mediator.** A single mediator that is acceptable to both Parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible, and chosen from lists furnished by JAMS, AAA or any other agreed upon mediator.
- 7.3.2 **Mediation Expenses.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All joint expenses of the mediation, including required traveling and other expenses of the mediator, and the cost

of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.

- 7.3.3 Conduct of Mediation.** Mediation hearings will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 - 1128) and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary. Both Parties shall have a representative attend the mediation who is authorized to settle the dispute, though the City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either Party may have attorneys, witnesses or experts present.
- 7.3.4 Mediation Results.** Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
- 7.4 Time is of the Essence.** The City and the Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in Contract Documents.
- 7.5 Mutual Obligations.** The City and the Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each Party to realize the benefits afforded under this Contract.
- 7.6 Successors-In-Interest.** This Contract and all rights and obligations contained herein shall be in effect whether or not any or all Parties to this Contract have been succeeded by another entity, and all rights and obligations of the parties signatory to this Contract shall be vested and binding on their successors in interest.
- 7.7 Third Party Beneficiaries.** Nothing in this Contract shall grant rights or benefits to anyone other than the City and the Design-Builder, and any alleged third party beneficiaries are hereby expressly disclaimed. The Parties understand and agree, however, that to the extent permitted by law, the City is an intended third party beneficiary of the Design-Builder's agreements with its consultants, designers, contractors and construction managers performing work on the Project.
- 7.8 Severability.** Should any provision of this Contract be held invalid or illegal by a court or administrative agency of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Contract, but, rather, the Contract shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the Parties shall be construed and enforced accordingly, except to the extent that enforcement of this Contract without the invalidated provision would materially and adversely frustrate either or both Parties' essential objectives set forth in this Contract.

- 7.9 **Independent Contractor.** The Design-Builder is and shall be an independent contractor. Any provisions in this Contract that may appear to give the City the right to direct the Design-Builder as to the details of accomplishing the work or to exercise a measure of control over the work means that the Design-Builder shall follow the wishes of the City as to the results of the work only.

- 7.10 **Waivers.** The failure of either Party to enforce any of the provisions of this Contract or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions unless the waiver is in writing. Prior waivers shall not preclude the right of either Party to thereafter enforce each and every provision of this Contract.

- 7.11 **Limitation on Powers.** Nothing in this Contract shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

- 7.12 **Conflict of Interest.** The Design-Builder shall establish and make known to its members, consultants, designers, contractors and construction managers, appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Design-Builder members shall not accept gratuities or any other favors from potential consultants, designers, contractors or construction managers who may or are working on the Project.

- 7.13 **Notices.** Notices shall be mailed in accordance with section 2-12, "SPECIAL NOTICES" in The GREENBOOK to:

Design-Builder	Public Works Director
Address	City of San Diego
City, State, ZIP	202 "C" Street, 9th Floor
	San Diego, CA 92101

- 7.14 **Assignment.** The Design-Builder shall not assign its rights or obligations under this Contract without the City's prior written approval, which shall not be unreasonably withheld. Any attempted assignment in violation of this section shall be void and incapable of creating any contractual relationship between the City and a putative assignee.

- 7.15 **Survival.** Any obligation that accrues under this Contract prior to its expiration or termination shall survive such expiration or termination.

- 7.16 **Incorporation of Exhibits.** All exhibits referenced in this Contract and the documents referenced in section 1.5 are hereby incorporated into and made a part of this Contract by reference.

- 7.17 Integration Clause.** The City and the Design-Builder represent, warrant and agree that no oral promise or agreement not expressed herein has been made to them, that this Contract contains the entire agreement between the Parties, that this Contract supersedes any and all prior oral agreements or understandings between the Parties unless otherwise provided herein, and that in executing this Contract, neither Party is relying on any statement or representation made by the other Party concerning the subject matter, basis or effect of this Contract other than as set forth herein, and that each Party is relying solely on its own judgment and knowledge. This Contract may not be amended except by an instrument in writing signed by both Parties.
- 7.18 Counterparts.** This Contract may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

ARTICLE 8 – Prevailing Wages

- 8.1 Worked Performed.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below
- 8.2 Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
- 8.2.1** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
- 8.2.2** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage

rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- 8.3 Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- 8.4 Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 8.4.1** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 8.5 Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 8.6 Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 8.7 Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 8.8 Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 8.9 Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

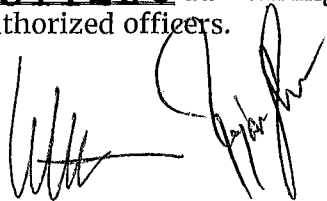
8.10 Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

8.10.1 A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego pursuant to Resolution No. R-311238 authorizing such execution, and the Design-Builder acting by and through its authorized officers.

Siemens Industry

By: _____




Name: Marcus Welz / Rajarshi Ghosh

Date: 3/15/2017

THE CITY OF SAN DIEGO

By: _____


Rosa Isela Riego
Senior Contract Specialist
Public Works Department

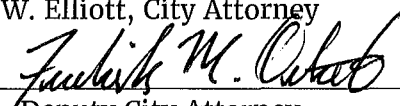
Date: _____

09.25.17

I HEREBY APPROVE the form of the foregoing agreement this 26th day of September, 2017.

Mara W. Elliott, City Attorney

By: _____


Deputy City Attorney

RESOLUTION NUMBER R- 311238

DATE OF FINAL PASSAGE JUL 25 2017

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO APPROVING FIVE MULTIPLE AWARD
DESIGN-BUILD CONSTRUCTION CONTRACTS FOR
INTELLIGENT CITIES OUTDOOR LIGHTING RETROFIT
PROJECTS

WHEREAS, to conserve electricity and to continue to modernize its street light network through use of efficient lighting technologies coupled with adaptive metered controls and ancillary device support capabilities, the City of San Diego (City), through San Diego Ordinance O-20784 (Jan.18, 2017) (Ordinance O-20784) filed January 10, 2017, authorized: (1) a GE Intelligent Cities California Master Lease with GE Government Finance, Inc., and (2) a Lighting Master Purchase Agreement with Current, Powered by GE (Current), each a subsidiary business of General Electric Company; and

WHEREAS, the GE Intelligent Lighting Master Lease provides for the City's lease financing of energy efficient street lights, adaptive controls, and supporting network software (Intelligent Cities Equipment) from Current under the Master Purchase Agreement, and for costs of installing the Intelligent Cities Equipment; and

WHEREAS, Ordinance O-20784 authorized the Mayor or his designee to receive an amount up to \$30,273,755 from GE Government Finance, pursuant to the terms of the California Master Lease to be used to procure Intelligent Cities Equipment from Current and to install it on City streets using qualified contractors;

WHEREAS, the City requires design and construction services to install the Intelligent Cities Equipment on City streets in a manner consistent with the GE Government Finance California Master Lease and the Current Master Purchase Agreement; and

WHEREAS, San Diego Municipal Code section 22.3310 provides for the award of Multiple Award Design-Build Contracts for the design, construction, reconstruction, or improvement of public facilities, which include street lights; and

WHEREAS, in the Multiple Award Design-Build Contract procedure, a competitively selected field of design-build firms competes for project-specific task orders and the task orders are awarded to the firms that submit the proposal with the best overall value; and

WHEREAS, it is desirable for the design and construction of the Intelligent Cities Equipment installations to be performed pursuant to several task order contract packages under a Multiple Award Design-Build Contract; and

WHEREAS, in accordance with Administrative Regulation (AR) 25.60, the Environmental Services Department advertised a Request for Qualifications (RFQ) for Multiple Award Design-Build services on October 11, 2016; and

WHEREAS, based on the evaluation criteria specified in the RFQ, five firms were selected for award of Multiple Award Design-Build Contracts for Intelligent Cities outdoor lighting retrofit task orders to be identified and competed for at later dates between these five firms: (1) Barnhart-Reese Construction, Inc.; (2) HMS Construction, Inc.; (3) Select Electric, Inc.; (4) Siemens Industry, Inc. Intelligent Traffic Systems; and (5) Southern Contracting Company; and

WHEREAS, the San Diego City Council desires to let Multiple Award Design-Build Contracts to said five firms in order that they may compete for Intelligent Cities Equipment retrofit design-build task orders to be identified and delineated by City staff; NOW, THEREFORE,


BE IT RESOLVED, by the City Council of the City of San Diego, that:

1. The Mayor, or his designee, is hereby authorized to execute five Multiple Award Design-Build Contracts with the following five firms for the sole purpose of designing and building Intelligent Cities outdoor lighting retrofit projects: (1) Barnhart-Reese Construction, Inc.; (2) HMS Construction, Inc.; (3) Select Electric, Inc.; (4) Siemens Industry, Inc. Intelligent Traffic Systems; and (5) Southern Contracting Company.

2. The Chief Financial Officer is authorized to expend a total amount of \$25,000 from the General Fund, Fund 100000, for the purpose of executing these contracts and meeting minimum contract requirements.

3. The Chief Financial Officer is authorized to increase the Capital Improvements Program in Annual Allocation A-BT.00003, Citywide Energy Improvements, and to appropriate and expend \$30,273,755 from Fund 400867, GEGF California Master Lease Agreement for the purpose of retrofitting outdoor lighting citywide with energy efficient technology.

APPROVED: MARA W. ELLIOTT, City Attorney

By: 
Frederick M. Ortlieb
Deputy City Attorney

FMO:amc
March 30, 2017
July 13, 2017 COR.COPY
Or.Dept: Environmental Services
CC No.: 3000009785
Doc. No.: 1460766_3

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUL 17 2017.

ELIZABETH S. MALAND
City Clerk

By *Linda Dravin*
Deputy City Clerk

Approved: 7/24/17
(date)

Kevin L. Faulconer
KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

DEPT.
NO.:

3000009785

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001									
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$25,000.00

Vendor: Multiple Award Design-Build Construction Contracts

Purpose: Authorizing \$25,000 for the purpose of executing five Multiple Award Design-Build Construction Contracts (for the Intelligent Cities Outdoor Lighting Projects) and meeting minimum contract requirements.

Date: March 21, 2017 By: Coleen Maddox

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
1	100000				512059	2116	2116110021		\$5,000.00
2	100000				512059	2116	2116110021		\$5,000.00
3	100000				512059	2116	2116110021		\$5,000.00
4	100000				512059	2116	2116110021		\$5,000.00
5	100000				512059	2116	2116110021		\$5,000.00
TOTAL AMOUNT									\$25,000.00

FUND OVERRIDE

3000009785

JUL 17 2017

Passed by the Council of The City of San Diego on _____, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gomez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage **JUL 25 2017**

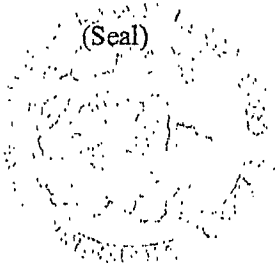
(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By *Gina Dravin*, Deputy



Office of the City Clerk, San Diego, California

Resolution Number R- **311238**

Passed by the Council of The City of San Diego on July 17, 2017, by the following vote:

YEAS: BRY, ZAPF, WARD, COLE, KERSEY, CATE, SHERMAN,
ALVAREZ, & GOMEZ.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:
KEVIN L. FAULCONER
Mayor of The City of San Diego, California
ELIZABETH S. MALAND
City Clerk of The City of San Diego, California

(Seal)

By: Connie Patterson, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. R-311238, approved on July 17, 2017. The date of final passage is
July 25, 2017.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California

(Seal)

By: Connie Patterson, Deputy

City of San Diego

CONTRACTOR'S NAME: Barnhart-Reese Construction
ADDRESS: 10805 Thornmint Road, Suite 200, San Diego, CA 92127
TELEPHONE NO.: 858-592-6500 FAX NO.: 858-592-1410
CITY CONTACT: Rosa Isela Riego, Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633

CONTRACT DOCUMENTS

ORIGINAL

FOR

MULTIPLE AWARD DESIGN-BUILD CONTRACT FOR
INTELLIGENT CITIES OUTDOOR LIGHTING PROJECTS

RFQ NO.: 6712A



R 311238

**MULTIPLE AWARD DESIGN-BUILD CONTRACT
FOR INTELLIGENT CITIES OUTDOOR LIGHTING RETROFITS PROJECTS**

This multiple award Design-Build contract (Contract) is made and entered into by and between the City of San Diego (City), a municipal corporation, and **Barnhart-Reese Construction**, (Design-Builder), for the purpose of designing and constructing City outdoor lighting retrofits of various roadway, pedestrian, sports lighting, and other types of lighting, (Projects). The City and Design-Builder may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

- A. The City needs to design and construct Projects located in the City of San Diego, California.
- B. The City issued Request for Qualifications No. 6712 (RFQ) for multiple award Design-Build contracts, to which the Design-Builder responded and was approved by the Mayor and City Council (Resolution No. **R-311238**) as one of the five firms eligible to submit future proposals to design and construct Projects through this program.
- C. The City will hire one firm to design and construct each Project, to be described in Request for Proposals (RFPs) issued pursuant to section 22.3310 of the San Diego Municipal Code (SDMC).
- D. The Design-Builder is prepared to enter into this Contract and to submit, in accordance with each RFP, a Proposal for each Project.
- E. The Design-Builder is ready, willing, and able to design and construct Projects in accordance with the terms and conditions of this Contract.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

ARTICLE 1 – PROJECT AWARD

- 1.1 Request for Proposals.** From time to time during the term of this Contract, the City will issue a RFP to the Design-Builder for the design and construction of a Project. The RFP will describe the specific requirements and scope of work for the Project. There is no minimum or maximum number of RFPs to be issued under this Contract. Issuing a RFP does not obligate the City to award a task order for the Project, and a RFP may be canceled by the City at any time prior to award of a task order. The City may issue addenda to a RFP or extend the deadline for submitting proposals, in the City's discretion.

- 1.1.1 Project Descriptions.** Projects may be non-complex performance oriented tasks requiring minimal design, may be complex construction requiring substantial design development, or a combination thereof. Projects will be varying in size and complexity. The RFP may or may not have preliminary plans and specifications but may include sketches, and requests for catalog cuts, and other submittals.
- 1.2 Proposals.** The Design-Builder's proposal must be complete and satisfy all the requirements of the RFP, consistent with industry standards and proposals submitted by competent design-build firms performing similar work in California. Proposals submitted by the Design-Builder shall constitute a firm offer, which may be accepted by the City within the time specified in the RFP. Subcontractors shall be identified in the proposals pursuant to SDMC section 22.3309. Preparing and submitting proposals shall be at the Design-Builder's sole cost and expense. The Design-Builder shall submit a proposal to the City responding to each RFP, by the deadline specified in the RFP, unless an exception applies:
- 1.2.1 Response Effort.** The Design-Builder does not have to submit a proposal in response to an RFP if the deadline to submit a proposal is less than thirty (30) days from the date the RFP is issued, or if the City has issued more than two RFPs in the thirty (30) days immediately preceding the date of issuance of the current RFP.
- 1.3 Evaluation.** The City will evaluate the proposals in accordance with SDMC section 22.3308 and the criteria set forth in the RFP. The City may negotiate and clarify the final components of the winning proposal with the Design-Builder pursuant to SDMC section 22.3008(b). The winning proposal will be recommended for award to the Mayor or his/her designee, who must approve all task orders. If at least two proposals are not received in response to a RFP, the City will not issue a task order for the Project and instead procure the Project through another process. The City may accept the winning proposal, reject proposals that do not meet all the requirements of the RFP or this Contract, waive any defects and technicalities in a proposal, or reject all proposals, all in its sole discretion.
- 1.4 Task Orders.** If the City accepts the Design-Builder's proposal, the award of the Project will be acknowledged by the issuance of a task order. The award of a task order is contingent upon the Design-Builder's compliance with all conditions precedent to award described in the RFP. The task order becomes effective upon the Design-Builder's receipt of the task order signed by the Mayor or his designee. Task orders will be issued with a specific completion date or performance period and a firm fixed price for design and construction. The Design-Builder is responsible for designing and constructing each Project for the fixed price contract value. Failure to do so is at the Design-Builder's risk.
- 1.5 Contract Documents.** Upon the award of a task order, the RFP, the Design-Builder's proposal, and the task order (which may include modifications to the proposal negotiated pursuant to section 1.3) shall be considered as incorporated into this Contract, but only for the particular Project for which they are issued or submitted. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in section 1.5.1 having the highest precedence). Provisions

of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.

- 1.5.1 This Contract.
 - 1.5.2 The task order.
 - 1.5.3 The RFP and all documents referenced therein.
 - 1.5.4 The 2015 City Supplements (The WHITEBOOK).
 - 1.5.5 The 2015 Standard Specifications for Public Works Construction (The GREENBOOK).
 - 1.5.6 The Design-Builder's proposal (Proposal).
 - 1.5.7 RFQ No. 6712 and all addenda thereto.
 - 1.5.8 The Design-Builder's Statement of Qualifications (SOQ).
- 1.6 Eligibility to Submit Proposals.** Pursuant to SDMC section 22.3310(h) (3), if the Design-Builder is awarded a task order and fails to achieve the mandatory minimum participation levels established in the RFP for that Project for Small Local Business Enterprises, Emerging Local Business Enterprises, or Disabled Veteran Business Enterprises, the Design-Builder shall be ineligible to submit proposals for any further task orders under this Contract.

ARTICLE 2 – SCOPE OF WORK

- 2.1 Scope of Work.** Upon the award of a task order, the Design-Builder shall furnish any and all labor, materials, equipment, transportation, utilities, services and temporary facilities required to complete each Project as described in the task order, the RFP and the Design-Builder's proposal. All work shall be performed in a good and workmanlike manner and within the care and skill of a qualified design firm and licensed contractor in California. The work shall be performed pursuant to and in conformity with the RFP, the Project's plans and specifications, and all other Contract Documents and subject to the approval of the City, whose approval shall not be unreasonably withheld.
- 2.2 Design-Builder's Representative.** The Design-Builder shall designate a local representative, who shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Projects. The Design-Builder's representative shall communicate regularly with City, but no less than once a week if the Design-Builder is working on a task order, and shall be vested with the authority to act on behalf of the Design-Builder. The Design-Builder's representative may be replaced only with the written consent of City.

- 2.3 Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified as “key personnel” in its statement of qualifications or and proposal without the written consent of the City, which will not be unreasonably withheld. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its statement of qualifications or proposal without written consent of the City.
- 2.4 Contract Terms and Conditions.** This Contract incorporates by reference, as if fully set forth herein, the 2015 Edition of The GREENBOOK as modified by the 2015 Edition of The WHITEBOOK, except as otherwise specified in this Contract, a RFP or a task order.
- 2.5 Subcontractors and Suppliers.** The Design-Builder shall be responsible for the work done by subcontractors and suppliers, and any discrepancy or gaps in their scope of works. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any subcontractor or supplier of any tier.
- 2.6 Equal Opportunity Contracting.** The Design-Builder shall comply with the City’s “General Equal Opportunity Contracting Program Requirements” found in Chapter 10 of The WHITEBOOK, hereby incorporated into this Contract by reference. At the pre-construction conference (if any), the Design-Builder shall provide a statement of proposed SLBE, ELBE, and DVBE utilization identifying the certified entities that will be utilized on the Project to meet the mandatory minimum participation levels in the RFP. The Design-Builder shall also provide copies of all purchase orders and/or contracts with SLBE, ELBE, and DVBE subcontractors used to meet the mandatory minimum participation levels in the RFP.
- 2.7 Coordination of the Work.** The Design-Builder shall coordinate all design and construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. The Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of design and construction. The Design-Builder shall coordinate scheduling of bid packages, submittals, and all RFI’s, and the construction of the Project to ensure the efficient and orderly sequence of the construction of the Project. The Design-Builder shall monitor and report monthly to the City on actual performance compared to the Project schedule. If City performs other work on the Project or at the site itself or with separate contractors under City’s control, the Design-Builder and the City both agree to reasonably cooperate and coordinate respective activities with the other so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.8 Superintendent.** The Design-Builder’s superintendent shall be present at the site at all times that construction activities are taking place. All elements of the construction work shall be under the direct supervision of the Design-Builder’s superintendent or his designated representative on the site who shall have the authority to take actions required to properly perform that particular element of the Project. The City may require the Design-Builder to stop or suspend the construction work if the City reasonably believes supervision at the site is inadequate.

ARTICLE 3 – CONTRACT TERM

- 3.1 Contract Effective.** This Contract shall become effective on the date it is fully executed by both Parties.
- 3.2 Termination.** This Contract, or task orders issued under this Contract, may be terminated by the City for default or for convenience in accordance with Part 1 of The GREENBOOK and The WHITEBOOK.
- 3.3 Force Majeure.** In the event the performance of either Party is delayed due to causes which are outside their control, and could not be avoided by the exercise of due care, which may include, but is not limited to, war, terrorist attack, act of God, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of the work, inability to obtain materials, labor or equipment, or litigation or legal proceedings challenging one or more of the project approvals, then the time for performance shall be extended by an amount equivalent to the length of delay. Neither Party shall receive compensation from the other party for a force majeure event.

ARTICLE 4 – COMPENSATION

- 4.1 Compensation.** The total cumulative compensation to all design-build firms eligible to submit proposals pursuant to RFQ No. 6712 shall not exceed \$100 million. The guaranteed minimum compensation to the Design-Builder is \$5,000. The total compensation for each Project will be set forth in each task order, which shall be a firm fixed price for successful completion of the Project.
- 4.2 Progress Payments.** The City will make periodic payments to the Design-Builder in accordance with the payment provisions in The GREENBOOK, the WHITEBOOK, the RFP and the task order.

ARTICLE 5 - INDEMNITY

- 5.1 General Indemnity.** The Design-Builder agrees to defend, indemnify, protect and hold harmless the City, its elected officials, officers and employees, from and against all third-party claims or judgments asserted, or third-party liability established for damages or injuries to any person or property arising directly or indirectly out of the construction of each Project, or the Design-Builder's obligations under this Contract, which are caused or claimed to be caused by the negligent acts or omissions or willful misconduct of the Design-Builder, its officers, agents, or employees. The Design-Builder's obligation to indemnify the City shall not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its elected officials, officers or employees. The City may elect to conduct its own defense, in its sole discretion, without invalidating this section.
- 5.2 Indemnity for Design Services.** With respect to the design of the Project, except as otherwise provided by California Civil Code section 2782.8, the Design-Builder shall indemnify and hold harmless the City, its elected officials, officers and employees, from all claims, demands or liability that arise out of, pertain to or relate to the

negligence, recklessness, or willful misconduct of the Design-Builder, its design professionals, officers, agents or employees.

- 5.3 Survival.** Notwithstanding Article 3, the indemnity provisions in this Article shall survive expiration and termination of this Contract and continue so long as a viable claim exists.

ARTICLE 6 – BONDS AND INSURANCE

- 6.1 Bonds and Insurance.** The Design-Builder shall furnish evidence of bonds and insurance required by the RFP within fourteen (14) days after written notification from the City that the Design-Builder has submitted the winning proposal, unless an extension of time is granted by the City in writing. If the Design-Builder takes longer than fourteen (14) days to provide evidence of bonds and insurance, then the additional time taken shall be added to the time the Design-Builder must guarantee the price of its proposal prior to the issuance of a task order. The City may reject the proposal if the Design-Builder fails to provide evidence of bonds and insurance within fourteen (14) days or the extension of time granted by the City.

ARTICLE 7 – GENERAL PROVISIONS

- 7.1 Compliance with Laws.** The Design-Builder shall comply with all applicable local, state and federal laws, statutes, ordinances, and regulations in the performance of its obligations under this Contract. Local ordinances and regulations requiring written certifications or information from the Design-Builder include the Equal Benefits Ordinance (SDMC sections 22.4301 *et. seq.*), Non-Discrimination Ordinance (SDMC sections 22.3501 *et. seq.*), Drug-Free Workplace Policy (Council Policy 100-17), Americans with Disabilities Act Policy (Council Policy 100-04), and Contractor Standards Ordinance (SDMC section 22.3004).
- 7.2 Contract Interpretation.** This Contract, its exhibits, and the documents listed in section 1.5 are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards. This Contract is entered into and shall be construed and interpreted in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof.
- 7.3 Mandatory Mediation.** If a dispute arises out of or relates to this Contract that cannot be resolved through normal contract negotiations, the Design-Builder and the City must first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of JAMS, AAA or any other neutral organization agreed upon by the parties before having recourse in a court of law.
- 7.3.1 Selection of Mediator.** A single mediator that is acceptable to both Parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible, and chosen from lists furnished by JAMS, AAA or any other agreed upon mediator.
- 7.3.2 Mediation Expenses.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All joint expenses of the mediation, including required traveling and other expenses of the mediator, and the cost

of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.

- 7.3.3 Conduct of Mediation.** Mediation hearings will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 - 1128) and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary. Both Parties shall have a representative attend the mediation who is authorized to settle the dispute, though the City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either Party may have attorneys, witnesses or experts present.
- 7.3.4 Mediation Results.** Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
- 7.4 Time is of the Essence.** The City and the Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in Contract Documents.
- 7.5 Mutual Obligations.** The City and the Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each Party to realize the benefits afforded under this Contract.
- 7.6 Successors-In-Interest.** This Contract and all rights and obligations contained herein shall be in effect whether or not any or all Parties to this Contract have been succeeded by another entity, and all rights and obligations of the parties signatory to this Contract shall be vested and binding on their successors in interest.
- 7.7 Third Party Beneficiaries.** Nothing in this Contract shall grant rights or benefits to anyone other than the City and the Design-Builder, and any alleged third party beneficiaries are hereby expressly disclaimed. The Parties understand and agree, however, that to the extent permitted by law, the City is an intended third party beneficiary of the Design-Builder's agreements with its consultants, designers, contractors and construction managers performing work on the Project.
- 7.8 Severability.** Should any provision of this Contract be held invalid or illegal by a court or administrative agency of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Contract, but, rather, the Contract shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the Parties shall be construed and enforced accordingly, except to the extent that enforcement of this Contract without the invalidated provision would materially and adversely frustrate either or both Parties' essential objectives set forth in this Contract.

- 7.9 Independent Contractor.** The Design-Builder is and shall be an independent contractor. Any provisions in this Contract that may appear to give the City the right to direct the Design-Builder as to the details of accomplishing the work or to exercise a measure of control over the work means that the Design-Builder shall follow the wishes of the City as to the results of the work only.
- 7.10 Waivers.** The failure of either Party to enforce any of the provisions of this Contract or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions unless the waiver is in writing. Prior waivers shall not preclude the right of either Party to thereafter enforce each and every provision of this Contract.
- 7.11 Limitation on Powers.** Nothing in this Contract shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.
- 7.12 Conflict of Interest.** The Design-Builder shall establish and make known to its members, consultants, designers, contractors and construction managers, appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Design-Builder members shall not accept gratuities or any other favors from potential consultants, designers, contractors or construction managers who may or are working on the Project.
- 7.13 Notices.** Notices shall be mailed in accordance with section 2-12, "SPECIAL NOTICES" in The GREENBOOK to:
- | | |
|------------------|---------------------------|
| Design-Builder | Public Works Director |
| Address | City of San Diego |
| City, State, ZIP | 202 "C" Street, 9th Floor |
| | San Diego, CA 92101 |
- 7.14 Assignment.** The Design-Builder shall not assign its rights or obligations under this Contract without the City's prior written approval, which shall not be unreasonably withheld. Any attempted assignment in violation of this section shall be void and incapable of creating any contractual relationship between the City and a putative assignee.
- 7.15 Survival.** Any obligation that accrues under this Contract prior to its expiration or termination shall survive such expiration or termination.
- 7.16 Incorporation of Exhibits.** All exhibits referenced in this Contract and the documents referenced in section 1.5 are hereby incorporated into and made a part of this Contract by reference.

- 7.17 Integration Clause.** The City and the Design-Builder represent, warrant and agree that no oral promise or agreement not expressed herein has been made to them, that this Contract contains the entire agreement between the Parties, that this Contract supersedes any and all prior oral agreements or understandings between the Parties unless otherwise provided herein, and that in executing this Contract, neither Party is relying on any statement or representation made by the other Party concerning the subject matter, basis or effect of this Contract other than as set forth herein, and that each Party is relying solely on its own judgment and knowledge. This Contract may not be amended except by an instrument in writing signed by both Parties.
- 7.18 Counterparts.** This Contract may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

ARTICLE 8 – Prevailing Wages

- 8.1 Worked Performed.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below
- 8.2 Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
- 8.2.1** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
- 8.2.2** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage

rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- 8.3 Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- 8.4 Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 8.4.1** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 8.5 Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 8.6 Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 8.7 Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 8.8 Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 8.9 Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

8.10 Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

8.10.1 A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego pursuant to Resolution No. R-~~311238~~ authorizing such execution, and the Design-Builder acting by and through its authorized officers.

Barnhart-Reese Construction

By: West Reese
Name: West Reese
Date: 3-15-17

THE CITY OF SAN DIEGO

By: Rosa Isela Riego
Rosa Isela Riego
Senior Contract Specialist
Public Works Department
Date: 09.25.17

I HEREBY APPROVE the form of the foregoing agreement this 26th day of September, 2017.

Mara W. Elliott, City Attorney

By: Jennifer M. Cottrell
Deputy City Attorney

RESOLUTION NUMBER R- 311238

DATE OF FINAL PASSAGE JUL 25 2017

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO APPROVING FIVE MULTIPLE AWARD
DESIGN-BUILD CONSTRUCTION CONTRACTS FOR
INTELLIGENT CITIES OUTDOOR LIGHTING RETROFIT
PROJECTS

WHEREAS, to conserve electricity and to continue to modernize its street light network through use of efficient lighting technologies coupled with adaptive metered controls and ancillary device support capabilities, the City of San Diego (City), through San Diego Ordinance O-20784 (Jan.18, 2017) (Ordinance O-20784) filed January 10, 2017, authorized: (1) a GE Intelligent Cities California Master Lease with GE Government Finance, Inc., and (2) a Lighting Master Purchase Agreement with Current, Powered by GE (Current), each a subsidiary business of General Electric Company; and

WHEREAS, the GE Intelligent Lighting Master Lease provides for the City's lease financing of energy efficient street lights, adaptive controls, and supporting network software (Intelligent Cities Equipment) from Current under the Master Purchase Agreement, and for costs of installing the Intelligent Cities Equipment; and

WHEREAS, Ordinance O-20784 authorized the Mayor or his designee to receive an amount up to \$30,273,755 from GE Government Finance, pursuant to the terms of the California Master Lease to be used to procure Intelligent Cities Equipment from Current and to install it on City streets using qualified contractors;

WHEREAS, the City requires design and construction services to install the Intelligent Cities Equipment on City streets in a manner consistent with the GE Government Finance California Master Lease and the Current Master Purchase Agreement; and

WHEREAS, San Diego Municipal Code section 22.3310 provides for the award of Multiple Award Design-Build Contracts for the design, construction, reconstruction, or improvement of public facilities, which include street lights; and

WHEREAS, in the Multiple Award Design-Build Contract procedure, a competitively selected field of design-build firms competes for project-specific task orders and the task orders are awarded to the firms that submit the proposal with the best overall value; and

WHEREAS, it is desirable for the design and construction of the Intelligent Cities Equipment installations to be performed pursuant to several task order contract packages under a Multiple Award Design-Build Contract; and

WHEREAS, in accordance with Administrative Regulation (AR) 25.60, the Environmental Services Department advertised a Request for Qualifications (RFQ) for Multiple Award Design-Build services on October 11, 2016; and

WHEREAS, based on the evaluation criteria specified in the RFQ, five firms were selected for award of Multiple Award Design-Build Contracts for Intelligent Cities outdoor lighting retrofit task orders to be identified and competed for at later dates between these five firms: (1) Barnhart-Reese Construction, Inc.; (2) HMS Construction, Inc.; (3) Select Electric, Inc.; (4) Siemens Industry, Inc. Intelligent Traffic Systems; and (5) Southern Contracting Company; and

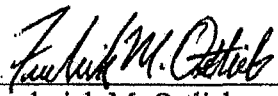
WHEREAS, the San Diego City Council desires to let Multiple Award Design-Build Contracts to said five firms in order that they may compete for Intelligent Cities Equipment retrofit design-build task orders to be identified and delineated by City staff; NOW, THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, that:

1. The Mayor, or his designee, is hereby authorized to execute five Multiple Award Design-Build Contracts with the following five firms for the sole purpose of designing and building Intelligent Cities outdoor lighting retrofit projects: (1) Barnhart-Reese Construction, Inc.; (2) HMS Construction, Inc.; (3) Select Electric, Inc.; (4) Siemens Industry, Inc. Intelligent Traffic Systems; and (5) Southern Contracting Company.
2. The Chief Financial Officer is authorized to expend a total amount of \$25,000 from the General Fund, Fund 100000, for the purpose of executing these contracts and meeting minimum contract requirements.
3. The Chief Financial Officer is authorized to increase the Capital Improvements Program in Annual Allocation A-BT.00003, Citywide Energy Improvements, and to appropriate and expend \$30,273,755 from Fund 400867, GEGF California Master Lease Agreement for the purpose of retrofitting outdoor lighting citywide with energy efficient technology.

APPROVED: MARA W. ELLIOTT, City Attorney

By: _____


Frederick M. Ortlieb
Deputy City Attorney

FMO:amc
March 30, 2017
July 13, 2017 COR.COPY
Or.Dept: Environmental Services
CC No.: 3000009785
Doc. No.: 1460766_3

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUL 17 2017.

ELIZABETH S. MALAND
City Clerk

By *Gina Dravin*
Deputy City Clerk

Approved: 7/24/17
(date)

Kevin L. Faulconer
KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING DEPT. NO.: 3000009785

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001									
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$25,000.00

Vendor: Multiple Award Design-Build Construction Contracts

Purpose: Authorizing \$25,000 for the purpose of executing five Multiple Award Design-Build Construction Contracts (for the Intelligent Cities Outdoor Lighting Projects) and meeting minimum contract requirements.

Date: March 21, 2017 By: Coleen Maddox
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
1	100000				512059	2116	2116110021		\$5,000.00
2	100000				512059	2116	2116110021		\$5,000.00
3	100000				512059	2116	2116110021		\$5,000.00
4	100000				512059	2116	2116110021		\$5,000.00
5	100000				512059	2116	2116110021		\$5,000.00
TOTAL AMOUNT									\$25,000.00

FUND OVERRIDE
3000009785

JUL 17 2017

Passed by the Council of The City of San Diego on _____, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gomez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage **JUL 25 2017**

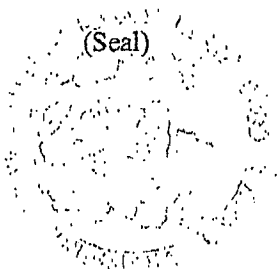
(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By *Gina Driven*, Deputy



Office of the City Clerk, San Diego, California
Resolution Number R- **311238**

Passed by the Council of The City of San Diego on July 17, 2017, by the following vote:

YEAS: **BRY, ZAPF, WARD, COLE, KERSEY, CATE, SHERMAN,
ALVAREZ, & GOMEZ.**

NAYS: **NONE.**

NOT PRESENT: **NONE.**

RECUSED: **NONE.**

AUTHENTICATED BY:
KEVIN L. FAULCONER
Mayor of The City of San Diego, California
ELIZABETH S. MALAND
City Clerk of The City of San Diego, California

(Seal)

By: **Connie Patterson**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. **R-311238**, approved on **July 17, 2017**. The date of final passage is
July 25, 2017.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California

(Seal)

By: *Connie Patterson*, Deputy