

**ORIGINAL**

# City of San Diego

CONTRACTOR'S NAME: Southwest Traffic Signal Services, Inc.  
ADDRESS: 397 Raleigh Ave, El Cajon, CA 92020  
TELEPHONE NO.: 619-442-3343 FAX NO.: 619-442-4708  
CITY CONTACT: Michelle Muñoz, Contract Specialist, Email: MichelleM@sandiego.gov  
Phone No. (619) 533-3482, Fax No. (619) 533-3633  
P.Bowden/A. Rekani/mlw

## BIDDING DOCUMENTS



**FOR**

### Job Order Contract (JOC) SLBE TS16 Street Lighting / Traffic Signals

BID NO.: L-16-1446-JOC-2  
SAP NO. (WBS/IO/CC): 11000322  
CLIENT DEPARTMENT: 2112  
COUNCIL DISTRICT: CITYWIDE  
PROJECT TYPE: IH / IL

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE  or ELBE FIRMS ONLY .
- PREVAILING WAGE RATES: STATE
- APPRENTICESHIP

**BID DUE DATE:**

**1:30 PM  
MARCH 17, 2016  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTS  
1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C  
SAN DIEGO, CA 92101**

## TABLE OF CONTENTS

SECTION .....	PAGE
1. NOTICE INVITING BIDS.....	4
2. INSTRUCTIONS TO BIDDERS.....	7
3. PERFORMANCE BOND, LABOR AND MATERIALMEN’S BOND .....	17
4. ATTACHMENTS:	
A. SCOPE OF WORK .....	21
B. INTENTIONALLY LEFT BLANK.....	22
C. EQUAL OPPORTUNITY CONTRACTING PROGRAM .....	23
D. PREVAILING WAGES.....	27
E. SUPPLEMENTARY SPECIAL PROVISIONS .....	31
For Job Order Contracts Appendices will be included with each Task Order	
F. JOB ORDER CONTRACT (JOC) .....	51
G. CITY UNIT PRICE BOOK (UBP) .....	55
H. JOC TASK PROPOSAL FORM.....	60
I. CONTRACT AGREEMENT .....	62
5. CERTIFICATIONS AND FORMS .....	65

## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This Notice Inviting Bids is for a Job Order Contract, a competitively bid, firm, fixed pricing, indefinite quantity contract. The scope of work includes a collection of detailed repair and construction tasks and specifications that have pre-established unit prices listed in a Unit Price Book (UPB). The UPB pricing incorporates the use of experienced labor, high quality materials, local activity, climate and geographic factors. All work under this Contract will be performed for the City of San Diego. The Work will involve repair, alteration, modernization, maintenance, rehabilitation, reconstruction or construction of City facilities which may include trenching, underground conduit, saw cutting, demolition/install sidewalk or curb and gutter, pulling wires, install concrete/aluminum street lights, install luminaires, installation of intersection traffic signal system/LED/mast arm, replacing signage and/or traffic striping, etc.. Under this contract, the Contractor furnishes all management, documentation, design and incidental drawings (as required), labor, materials, and equipment needed to perform the Work. For additional information refer to Attachment A.
2. **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved Prequalified Contractor's List **and** SLBE-ELBE Construction Limited Competition Contractors List in accordance with the designation stated on the cover page. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$500,000**.
4. **BID DUE DATE AND TIME IS: March 17, 2016 at 1:30 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: A.
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
  - 7.1. The City has incorporated voluntary subcontractor participation to enhance competition and maximize subcontracting opportunities as follows:
  - 7.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:  
  
**Total voluntary subcontractor participation percentage for the Contract is 10.0% unless specified otherwise by the Task Order RFP.**
  - 7.3. The Bidders are required to attend the Pre-Bid Meeting to better understand the requirements of this contract.
8. **PRE-BID MEETING:**
  - 8.1. Prospective Bidders are **required** to attend the Pre-Bid 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-Bid Meeting may result in the Design-Builder's Bid being deemed non-responsive. The Pre-Bid meeting is scheduled as follows:

**Date:** March 2, 2016  
**Time** 10:00 AM  
**Location:** 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA 92101

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

**Bidders may not be admitted after the specified start time of the mandatory Pre-Bid Meeting.**

**9. AWARD PROCESS:**

- 9.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- 9.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of receipt of properly signed Contract, bonds, and insurance documents.
- 9.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 9.4. The low Bid will be determined by the lowest Composite Adjustment Factor.

**10. SUBMISSION OF QUESTIONS:**

- 10.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids 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, 14<sup>th</sup> Floor  
San Diego, California, 92101  
Attention: Lisa Nguyen

OR:

[LTNguyen@sandiego.gov](mailto:LTNguyen@sandiego.gov)

- 10.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 10.3. Questions 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.
- 10.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

## INSTRUCTIONS TO BIDDERS

### 1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, inclusive of all alternate items and the specified Task Order limits prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed non-responsive and ineligible for award. Complete information and links to the on-line prequalification application are available at:

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

- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov).
- 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™](#).
- 1.4. Bidders must be prequalified through the City's Contractor Prequalification Program and receive a Maximum Bidding Capacity of half of the Maximum Contract Amount or greater.
- 1.5. At no time can the cumulative total dollar value of the work awarded under Task Order authorizations the Contract exceed the limits for which the Contractor has been pre-qualified.
- 1.6. If the Contractor is at its total prequalification limit with active work, the Contractor may not be eligible for a new Task Order authorization until they have completed and closed the prior Task Order(s), thus reducing the active total dollar value by a margin necessary to be able to compete for or be awarded a new Task authorization within their pre-qualified limit. The contractor may request that their prequalification limit be re-evaluated during the term of the contract.

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids 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.
- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. 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.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid 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.
- 2.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids 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. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, 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, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **UNIT PRICES** must be entered for all unit-price items.
- 2.7. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- 2.8. **BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.
- 2.8.1. **Important Note:** Submission of the electronic bid 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 bidder's submission to upload and be received by the

City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

- 2.9. 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 in the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

**3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT**

- 3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- 3.3.** The Bidder, by submitting its electronic bid, 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 bid are true and correct.
- 3.4.** The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

- 4. BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids 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 Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide 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 Contractor will hold the City harmless for release of this information.

**5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**

- 5.1.** **Prior** to the Award of the Contract or each 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>.



- 5.2. The City may not award the 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 / proposer.
6. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
7. **PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.
9. **INSURANCE REQUIREMENTS:**
- 9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- 9.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
10. **REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

11. **CITY'S RESPONSES AND ADDENDA:** The City, at its option, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
12. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
13. **CONTRACT PRICING FORMAT:** This solicitation is for an Adjustment Factor type contract based on the Unit Price Book (UPB) and provisions as set forth herein.
  - 13.1. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents at the pricing listed below. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
  - 13.2. Contractor shall perform all Work required, necessary, and proper for or incidental to completing the Work called for in each individual Task Order issued under this Job Order Contract using the Unit Price Book (UPB) with the quoted adjustment factors.
  - 13.3. Adjustment factors are to be expressed to the fourth decimal place (for example: .1234). Failure to specify the adjustment factors to four (4) decimal places may result in the bid being deemed **non-responsive** and ineligible for further consideration.
  - 13.4. The Contractor shall perform all Work items called for in each Task Order's Scope of Work (SOW) and multiplied by the quoted adjustment factor for **Normal Working Hours** or **Other Than Normal Working Hours** as follows:
    - 13.4.1. Pre-Priced items: In the quantities specified in the SOW and at the appropriate prices contained in the Unit Price Book.
    - 13.4.2. Non-Pre-priced items: For the sum of the lowest prices obtained from the required number of competitive external quotes.
14. **SUBCONTRACTOR INFORMATION:**
  - 14.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or

**SUPPLIER.** The Bidder shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

**14.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY)** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

**14.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.

**15. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

**16. AWARD PROCESS:**

**16.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions set forth herein and in the Notice of Intent to Award.

**16.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly signed Contract, bonds, and insurance documents.

**16.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.

**17. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement may render the bid **non-responsive** and ineligible for award.

18. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
19. **ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
20. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
21. **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 21.1. For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 21.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 21.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 21.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- 21.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

**22. AWARD OF CONTRACT OR REJECTION OF BIDS:**

- 22.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 22.2. Bidders shall complete the entire Bid schedule (also referred to as “schedule of prices” or Proposal form). Incomplete price schedules may be rejected as being non-responsive.
- 22.3. The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 22.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 22.5. A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- 22.6. The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 22.7. Each Bid package properly signed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 22.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates or options as detailed herein.

**23. BID RESULTS:**

- 23.1. The availability of the bid results on the City’s eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The ranking and new apparent low bidder will be adjusted accordingly.
- 23.2. To obtain Bid results, visit the City’s eBidding site, request results via e-mail to the City Contact person listed in the cover page of this document; or by U.S. Postal Service by including a self-addressed, stamped envelope, referencing bid number. Bid results cannot be given over the telephone.

**24. THE CONTRACT:**

- 24.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified

by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

- 24.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 24.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 24.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 24.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

25. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, the JOC Unit Price Books, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (i.e., Bidding Documents). The submission of a Bid or JOC Task Order Proposal shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

26. **CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.

26.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

- 26.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 26.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 26.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 26.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

**27. PRE-AWARD ACTIVITIES:**

- 27.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 27.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

---

### FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Southwest Traffic Signal Service, Inc., a corporation, as principal, and  
Washington International Insurance Company, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and  
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of  
Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00) for the faithful performance  
of the annexed contract, and in the sum of Two Hundred Fifty Thousand Dollars and 00/100  
(\$250,000.00) for the benefit of laborers and materialmen designated below.

#### Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2, Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.



**PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND**  
(continued)

The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated April 13, 2016

Approved as to Form

Southwest Traffic Signal Service, Inc.

Principal

By 

JAMES E. CESS

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 

Deputy City Attorney

Washington International Insurance Company

Surety

By 

Attorney-in-fact - Charlotte Aquino

Approved:

By 

Michelle Muñoz  
Contract Specialist  
Public Works Department

6 Hutton Center Dr., Ste. 850

Local Address of Surety

Santa Ana, CA 92707

Local Address (City, State) of Surety

714-550-4141

Local Telephone No. of Surety

Premium \$ 2,223.00

Premium is for Contract Term and Subject to Adjustment Based on Final Contract Price

Bond No. 9156024

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** Civil Code § 1189

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 APR 13 2016 before me, John Richard Flores JR., Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Charlotte Aquino  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(~~ss~~) whose name(~~ss~~) is/~~ss~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~it~~/~~we~~ executed the same in ~~his~~/her/~~own~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~own~~ signature(~~s~~) on the instrument the person(~~ss~~), or the entity upon behalf of which the person(~~ss~~) 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.

Signature [Handwritten Signature]  
Signature of Notary Public John Richard Flores JR.



Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

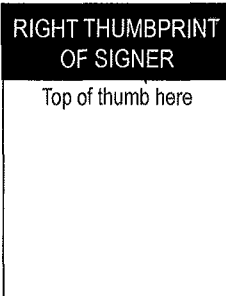
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

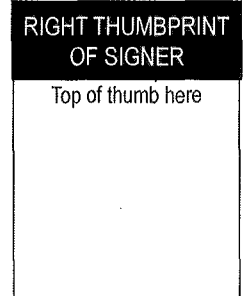
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: Surety Company

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

**NAS SURETY GROUP**

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

**GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

LAWRENCE F. McMAHON, JAMES BALDASSARE, JR., JENNIFER L. CLAMPERT,  
MARIA V. GUISE, SARAH MYERS, JANICE MARTIN, CHARLOTTE AQUINO and JAMES DANIEL CASTLE  
JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:  
FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

“RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



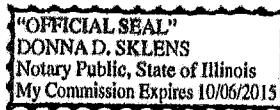
By [Signature]  
David M. Layman, Vice President of Washington International Insurance Company  
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 19<sup>th</sup> day of February, 2013.

**North American Specialty Insurance Company  
Washington International Insurance Company**

State of Illinois  
County of Cook                      ss:

On this 19<sup>th</sup> day of February, 2013, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19<sup>th</sup> day of APR 13 2016, 2016.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

## ATTACHMENTS

**ATTACHMENT A**  
**SCOPE OF WORK**

## SCOPE OF WORK

1. **SCOPE OF WORK:** This Notice Inviting Bids is for a Job Order Contract, a competitively bid, firm, fixed priced, indefinite quantity contract. The scope of work includes a collection of detailed repair and construction tasks and specifications that have pre-established unit prices listed in a Unit Price Book (UPB). The UPB pricing incorporates the use of experienced labor, high quality materials, local activity, climate and geographic factors. All work under this Contract will be performed for the City of San Diego. The work will involve the repair alteration modernization, maintenance, rehabilitation, reconstruction, or construction of City facilities; which may include trenching, underground conduit, saw cutting, demolition/install sidewalk or curb and gutter, pulling wires, install concrete/aluminum street lights, install luminaires, installation of intersection traffic signal system/LED/mast arm, replacing signage and/or traffic striping, etc. Under this Contract, the Contractor furnishes all management, documentation, design and incidental drawings (as required), labor, materials and equipment needed to perform the work.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. JOC Task Order RFP and Scope of Work.
2. **LOCATION OF WORK:** To be determined based on each JOC Task Order.
3. **CONTRACT TIME:** The Contract Time for completion of the Work, shall be **730 Calendar Days**. For the as-needed contracts e.g., JOC, the Work shall be completed within the time, i.e., Working Days specified on the Task Order Notice to Proceed. The Contract Time will expire after 730 Working Days, unless a JOC Task Order Notice to Proceed has been issued prior to this expiration, then the Working Days specified on JOC Task Order Notice to Proceed applies.

**ATTACHMENT B**  
**INTENTIONALLY LEFT BLANK**

**ATTACHMENT C**  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM**



## EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its entirety, and SUBSTITUTE with the following:

### **D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

#### **1. Nondiscrimination in Contracting Ordinance.**

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, 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 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.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor 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 Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor 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 Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

1. The Contractor, Subcontractors and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
  2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
  3. The Contractor 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.
  4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
  5. The Contractor 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.

6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor 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.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor 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.
11. The Contractor 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.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor 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.
15. The Contractor 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.
16. The Contractor 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.

**ATTACHMENT D**  
**PREVAILING WAGES**

**1. PREVAILING WAGE RATES:** 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.

**1.1. 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.

**1.1.1.** 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.

**1.1.2.** 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.

**1.2. 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.

- 1.3. 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.

  - 1.3.1.** 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.
- 1.4. 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.
- 1.5. 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.
- 1.6. 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.
- 1.7. 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."
- 1.8. 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.

**1.9. 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.

**1.9.1.** 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.

**ATTACHMENT E**  
**SUPPLEMENTARY SPECIAL PROVISIONS**



## **SUPPLEMENTARY SPECIAL PROVISIONS**

The following Supplementary Special Provisions (SSP) modifies the following documents:

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
- 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).

---

### **SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

#### **1-2 TERMS AND DEFINITIONS.**

**Normal Working Hours.** To the City Supplement, ADD the following:

The Normal Working Hours are 8:30 AM to 3:30 PM.

### **SECTION 2 - SCOPE AND CONTROL OF WORK**

#### **2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.

#### **2-5.3.1 General.** To the City Supplement, ADD the following

7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
  - a) The product type or category is not in the AML.
  - b) The AML does not list at least two available manufacturers of the product.
  - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City's submittal form.

The Product Submittal Form is available for download at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

#### 2-9.1

**Permanent Survey Markers.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that “control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control” until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

Monument Preservation will be performed by City Public Works Construction Management & Field Services Division (PW-CM&FSD) Field Survey Section on all Projects, unless permission is obtained for these services in writing by PW-CM&FSD.

The Contractor shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. The Agency (or the owner on a Private Contract) will:

1. set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed,
2. file a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and
3. file a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

#### 2-9.2

**Survey Service.** DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to start of construction, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California performing the survey services for the Project.
2. You are responsible for performing and meeting the accuracy of surveying standards adequate for construction through a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.
3. Survey stakes shall be set and stationed by you for curbs, headers, water mains, sewers, storm drains, structures, rough grade, and any other structures and appurtenances that are needed for the Project. A corresponding cut or fill to finished grade (or flow line) must be indicated on a grade sheet.
4. Surveys performed must list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveys). The vertical datum used must be NGVD 29 in accordance with the City of San Diego Vertical Bench Book.

5. You shall preserve construction survey stakes, control points and other survey related marks for the duration of the Project. If any construction survey stakes are lost or disturbed, and need to be replaced, such replacement will be performed by the Engineer at your expense.

#### **2-9.2.1 Survey Files.**

1. All Computer Aided Drafting (CAD) work must be done in accordance with The City of San Diego's Citywide Computer Aided Design and Drafting (CADD) Standards and must be in City seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tif, and .jpg).
2. All survey files must be completed in accordance with the City of San Diego's Citywide CADD Standards and must adhere to City's Microstation level and attribute structure.
3. The survey file deliverable will be either one Master .dgn file containing all xref's in geospatially referenced (and attached) models or one Master dgn with all xref's geospatially referenced (and attached) as dgn files. Resource files will be sent to Contractor if requested.
4. Survey files must include, but not limited to, the following items:
  - a. Street center line and (record width) right-of-way lines
  - b. Project geometry (.alg) files (this will be generated for use in InRoads)
  - c. 3D surface model (.dtm, break line and spot elevation) file
  - d. Spot elevations of the new utility main at each intersection, midblock and for any change in grade
  - e. Monuments
  - f. Curb lines (top curb and gutter)
  - g. All other appurtenances including but not limited to water valves, meters, vaults, manholes, fire hydrants, utility boxes, cleanouts and poles
5. You shall use the survey information to produce red-lines drawings as described in Section 2-5.4 "Red-Lines and Record Documents."

#### **2-9.2.2 Submittal.**

1. Survey files shall be submitted in accordance with Section 2-5.3 "Submittals" and 2-5.4 "Red-Lines and Record Documents." You shall provide the Survey Files, proposed Drawings and or Red-Line Drawings on a CD/DVD to the Engineer and post the Survey Files, proposed Drawings and or Red-Line Drawings at the following website:

<ftp://ftp.sannet.gov/IN/SURVEYS/>.

2. After the documents have been posted the website, you shall send a confirmation email, which includes the hyperlink to the website, to the Engineer and [SurveyReview@sandiego.gov](mailto:SurveyReview@sandiego.gov).

3. All survey work and submittals which reveal non-compliance with the requirements of the Construction Documents shall be corrected as deemed necessary by the Engineer and the cost of the corrections to your survey submittals will be at your expense.

**2-9.2.3 Payment.**

1. Payment for survey services shall be included in the lump sum Bid for "Field Surveys". Refer to the Task Order documents

**2-11.1.1 General.** To the City Supplement, item 2, ADD the following:

Time lapse video robotic cameras must provide a clear view of backfill and compaction operations. When this is not possible if camera is mounted on excavator, camera must be mounted on a portable tower or similar device and repositioned as Work progresses.

**2-14.2 Integration of the Work with Separate Contractors.** To the City Supplement, ADD the following:

The list of Separate Contractors includes:

1. Refer to Task Order documents

**2-14.3 Coordination.** To the City Supplement, ADD the following:

Other adjacent City project(s) may be scheduled for construction for the same time period in the vicinity of a Task Order. The Work shall be coordinated with the adjacent project(s) as listed in the Task Order documents.

## SECTION 4 - CONTROL OF MATERIALS

**4-1.3.3 Inspection of Materials Not Locally Produced.** ADD the following:

The Engineer will perform inspection of out-of-town manufacturer for the items of Work specified here:

- a) Refer to the Task Order documents

**4-1.3.4 Inspection Paid For By the Contractor.** To the City Supplement, ADD the following:

Refer to the Task Order documents

**4-1.3.6 Preapproved Materials.** To the City Supplement, ADD the following:

3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

**ADD:**

**4-1.3.7 Testing Under the Direction of the Engineer.** When a bid item for Testing under the direction of the Engineer is provided, the Contractor must employ and pay for the services of a qualified third party independent laboratory to perform the required testing. The Contractor will be reimbursed for the cost of testing under this bid item.

**4-1.6 Trade Names or Equals.** ADD the following:

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no later than 5 Working Days after the determination of the JOC Task Order Notice to Proceed** and on the City’s Product Submittal Form available at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

**4-1.10 Foreign Materials.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Materials that are manufactured, produced, or fabricated outside of the United States shall be delivered to a distribution point in California, unless otherwise specified. Quality Control and related testing shall be performed to all applicable specified US standards. Manufacturer’s testing and staff certification shall be traceable to a United States regulatory agency. Retain the materials for a sufficient period of time to permit inspection, sampling, and testing. You shall not be entitled to an extension of time for acts or events occurring outside of, at point of entry, or during transport to the United States.

**SECTION 5 – UTILITIES**

**5-2 PROTECTION. ADD the following:**

1. You shall repair or replace traffic signal and lighting system equipment within 72 hours after notification of defects by the Engineer.
2. While working in or around meter boxes, you shall protect in place all Advanced Metering Infrastructure (AMI) devices attached to the water meter or located in or near water meter boxes, coffins, or vaults in accordance with the Contract Documents. This includes any antenna installed through the meter box lid.
  - a) Avoid damaging the antenna, cable, and endpoints when removing the meter box lid and when disconnecting AMI endpoints from the register on top of the water meter.
  - b) If meters or AMI devices need to be removed or relocated, the AMI endpoints shall be reinstalled with the Encoder/Receiver/Transmitter (ERT) pointing upwards.
  - c) Because the AMI equipment is uniquely matched to each service location and to specific meter serial numbers, any AMI devices that are removed or disconnected shall be reinstalled on the same service lateral as well as to the same meter serial number it was attached to originally.
  - d) Do not change or modify the lid if the lid has an antenna drilled through it.
  - e) If you encounter damaged, disconnected, buried, or broken AMI endpoints, cables between the registers, antennae, lids, or ERTs, notify the Engineer within 24 hours.

- f) Any AMI equipment damaged by you shall be repaired or replaced by City Forces at your expense.

**SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK**

**6-2.1 Moratoriums.** To the City Supplement, ADD the following:

- 4. Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are: Refer to Task Order documents.

**SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

**7-3 LIABILITY INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

The insurance provisions herein must not be construed to limit your indemnity obligations contained in the Contract.

**7-3.1 Policies and Procedures.**

- 1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
- 4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
- 5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**7-3.2 Types of Insurance.**

**7-3.2.1 Commercial General Liability Insurance.**

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

**7-3.2.2 Commercial Automobile Liability Insurance.**

1. You must provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
2. All costs of defense must be outside the limits of the policy.

**7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

**7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers must be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7-3.4 Evidence of Insurance.** Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance.**

**7-3.5.1.1 Additional Insured.**

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

**7-3.5.1.3 Project General Aggregate Limit.** The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

**7-3.5.2 Commercial Automobile Liability Insurance.**

**7-3.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to



include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04. You must obtain the endorsement prior to our occupation and use.

**7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

**7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.

**7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

**7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

**7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

**7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.**

1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

2. Limits for this insurance must be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

**7-4.1.1 Waiver of Subrogation.** The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected

officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

**7-5 PERMITS, FEES, AND NOTICES.** To the City Supplement, ADD the following:

The City will obtain, at no cost to the Contractor; the following permits:

1. Refer to Task Order Documents

**7-8.6 Water Pollution Control.** ADD the following:

1. Based on a preliminary assessment by the City, the Task Order is subject to WPCP. Refer to Task Order Documents

**7-10.5.3 Steel Plate Covers.** Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 3/4".

**7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

**7-16 COMMUNITY LIAISON.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**ADD:**

**7-16 COMMUNITY OUTREACH.**

**7-16.1 General.**

1. To ensure consistency with the City's community outreach plan for the project, the City shall work with you to inform the public (which includes, but shall not be limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Your efforts to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who shall perform the required community outreach services.
3. You shall closely coordinate the Work with the businesses, institutions, residents, and property owners impacted by the Project.
4. Your example duties include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 Days in advance, coordinating access for vehicular and pedestrian traffic to businesses,

institutions, and residences impacted by the Project, reporting activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction meeting, attending 2 community meetings, responding to community questions and complaints related to your activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's internal public contact tracking system.

5. You shall execute the Information Security Policy (ISP) Acknowledgement Form - For Non-City Employees within 15 Days of the award of the Contract if any of the following apply:
  - a) Your contact information is made available on any outreach materials.
  - b) You will be the primary point of contact to resolve project related inquiries and complaints.
6. Electronic Communication.
  - a) All inquiries and complaints shall be logged in to the City's internal public contact tracking system within 24 hours of receipt of inquiries and complaints.
  - b) Any updates or a resolution of inquiries and complaints shall be documented in the City's internal public contact tracking system within 24 hours.
  - c) Copies of email communications shall be saved individually on to the City's internal public contact tracking system in an Outlook Message Format (\*.msg).
  - d) All graphics, photos, and other electronic files associated with inquiries and/or complaints shall be saved into the individual records, located within the City's internal public contact tracking system.

#### **7-16.1.1 Quality Assurance.**

1. During the course of community outreach, you shall ensure that the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, and etc.) on your behalf shall:
  - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing.
  - b. Possess and display easily verifiable and readable personal identification that identifies the person as your employee.
  - c. Have the interpersonal skills to effectively, professionally, and tactfully represent you, the project, and the City to the public.

#### **7-16.1.2 Submittals.**

1. You shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.

- a. Prior to distributing or mailing, you shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval. Submit a PDF copy of the approved door hangers to the Engineer.
  - b. After distributing or mailing, you shall submit verification of delivery and any copies of returned notices to the Resident Engineer. Submit a PDF copy of the approved letters and notices to the Engineer.
2. You shall use the City's internal public contact tracking system to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even if your response to the individual is still incomplete. You shall upload to the City's internal public contact tracking system copies of all written, electronic, and verbal communications and conversations with the public.

**7-16.2 Community Outreach Services.**

**7-16.2.1 Public Notice by Contractor.**

1. Post Project Identification Signs in accordance with 7-10.6.2, "Project Identification Sign".
2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet (90 m) radius of the Project, of construction activities and utility service interruptions not less than 5 Days in advance.
3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
  - a. Where Work is to be performed at least 5 Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
  - b. Within 5 Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
  - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
7. For all Work on private property, contact each owner and occupant individually a minimum of 15 Days prior to the Work. If the Work has been

delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.

8. A sample of public notices is included in the Contract Appendix.

#### **7-16.2.2**

##### **Communications with the Public.**

1. Coordinate access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project.
2. You shall provide updates on construction impacts to the Resident Engineer. You shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
3. You shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
4. At the request of the Resident Engineer, you shall attend and participate in project briefings at community meetings.
5. You shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within the 24 hours that they are received.

#### **7-16.2.3**

##### **Communications with Media.**

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, uninvited members of the media may show up at construction Sites. Members of the media (including, but not limited to newspapers, magazines, radios, television, bloggers, and videographers) do not have the legal right to be in the construction Site without the City's permission.
3. In the event that media representatives arrive near or on the construction Site(s), you shall keep them off the Site(s) in a courteous and professional manner until a Public Information Officer is available to meet them at an approved location.
4. You shall report all visits from members of the media to the Resident Engineer as quickly as possible so that the City's Public Information Officer can meet with the members of the media at the construction Site(s).
5. If the City allows members of the media to access a construction Site, you shall allow the City to escort the media representatives while they are on the construction Site and shall ensure their safety.
6. You shall require media representatives to sign in and out of the Site Visitor Log and to use personal protective equipment.
7. You have a right to speak to members of the media about your company and its role on the project. All other questions shall be referred to the City.

**SECTION 9 - MEASUREMENT AND PAYMENT**

**9-3.2.5 Withholding of Payment.** To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:

- i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

**ADD:**

**9-3.7 Compensation Adjustments for Price Index Fluctuations.** This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

**SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS**

**209-6.4 Induction Cobra Head Luminaire.** To the City Supplement, CORRECT certain section numbering as follows:

<b>OLD SECTION NUMBER</b>	<b>TITLE</b>	<b>NEW SECTION NUMBER</b>
209-6.4.7	Luminaire Identification	209-6.4.8
209-6.4.8	Photometric Documentation	209-6.4.9
209-6.4.9	Quality Assurance	209-6.4.10

**SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS**

**ADD:**

**212-3.2.2.3 Trench Marker Tape.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Trench marker tape shall be installed in accordance with Standard Drawing SDM-105, "Warning/Identification Tape Installation".

**SECTION 300 – EARTHWORK**

**300-1.4 Payment.** To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

- 2. Payment for existing pavement removal and disposal of up to 12" thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

## SECTION 302 – ROADWAY SURFACING

**302-3 PREPARATORY REPAIR WORK.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**302-3 PREPARATORY REPAIR WORK.**

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2” for Residential streets, and a minimum depth of 3” for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2” for residential streets, and a minimum of 3” for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10” below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, “Crushed Aggregate Base.”
5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, “Crushed Miscellaneous Aggregate Base.”
6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 “Tack Coat.”
7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, “ASPHALT CONCRETE PAVEMENT.” Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, “ASPHALT CONCRETE.”
8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 “Density and Smoothness.” After

placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.

10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
  - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
  - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
  - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
  - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

### **302-3.1 Asphalt Patching.**

1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.



8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
9. Base repairs shall not exceed 20% RAP in content.

**302-3.2**

**Payment.**

1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.
2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

**302-5.1.1 Damaged AC Pavement Replacement.** To the City Supplement, DELETE in its entirety.

**302-5.1.2 Measurement and Payment.** To the City Supplement, DELETE in its entirety.

**302-5.2.1 Measurement and Payment.** To the City Supplement, item c), ADD the following:  
Imported Subgrade material shall be paid per bid item "Imported Backfill".

**SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION**

**306-1 OPEN TRENCH OPERATIONS.** To the City Supplement, CORRECT certain section numbering as follows:

<b>OLD SECTION NUMBER</b>	<b>TITLE</b>	<b>NEW SECTION NUMBER</b>
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	Location	306-1.9.2.1
306-1.7.2.2	Permits	306-1.9.2.2
306-1.7.2.3	Submittals	306-1.9.2.3
306-1.7.2.4	Trenchless Construction	306-1.9.2.4
306-1.7.2.5	Payment	306-1.9.2.5
306-1.7.3.6	Private Pump Installation	306-1.9.2.6
306-1.7.3.7	Payment	306-1.9.2.7

**306-1.6** **Basis of Payment for Open Trench Installations.** ADD the following:

8. Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid unit price for Imported Backfill. The price shall include the removal and disposal of unsuitable materials.

#### **SECTION 705 – WATER DISCHARGES**

**705-2.6.1** **General.** Paragraph (3), CORRECT reference to Section 803 to read “Section 703.”

**705-2.6.3** **Community Health and Safety Plan.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**705-2.6.3** **Community Health and Safety Plan.** See 703-2, “Community Health and Safety Plan.”

#### **SECTION 707 – RESOURCE DISCOVERIES**

**ADD:**

**707-1.1** **Environmental Document.** You must comply with all requirements of the environmental document as set forth in the JOC Task Order RFP.

#### **END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

## SUPPLEMENTARY SPECIAL PROVISIONS

### APPENDICES

For Job Order Contracts Appendices will be included with each Task Order

**ATTACHMENT F**  
**JOB ORDER CONTRACT**

**1. UNIT PRICE BOOK (UPB):**

**1.1.** The UPB for the duration of this Job Order Contract (JOC) is developed by the City and incorporated into the Contract Documents.

**1.2.** Task Order Proposals and reports shall be prepared and submitted as follows:

**1.2.1.** When City provided UPB is specified in the SSP, the Contractor shall use the City provided form for bidding purposes.

**1.2.2.** Prices in the UPB are firm for the entire term of the Contract including Change Orders executed after Contract expiration.

**2. BID PRICE SUBMITTAL:** Each Bidder shall submit 2 Adjustment Factors on the Price Proposal Forms which shall apply to Pre-priced and Non-pre-priced work items as follows:

**1.** Adjustment Factor #1 (AF1): The first Adjustment Factor will be applied to all work items that are constructed during Normal Working Hours (NWH).

**2.** Adjustment Factor #2 (AF2): The second Adjustment Factor will be applied to all work items that are constructed during Other than Normal Working Hours (ONWH).

**2.1.** The Adjustment Factors shall be specified to the fourth decimal place (e.g., 1.1234). Failure to express adjustment factors to the fourth decimal place will result in the Bid as being **non-responsive** and ineligible for further consideration.

**2.2.** The Bidder with the lowest Composite Adjustment Factor (CAF) that meets all of the bid requirements will be considered the Apparent Low Bidder. The Composite Adjustment Factor will be calculated using the following formula:

$$\text{CAF} = (\text{AF1} \times 0.80) + (\text{AF2} \times 0.20)$$

**2.3.** The calculation used above is not a forecast of the portions of Normal Working Hour or Other than Normal Working Hour work that will be assigned to a JOC contract.

**2.4.** The Bidder's Adjustment Factors shall include allowances for all costs associated with and incidental to either self-performed or subcontracted Work in accordance with 2-6, "WORK TO BE DONE." Examples of costs included in the Bidder's Adjustment Factors as follows:

**1.** Overhead, profit, any bonds or bond premiums, insurance, mobilization of any kind to include equipment, the cost of doing business in and for the City

**2.** Preparation of all required forms, reports, or documents.

**3.** Attendance at Site, Contract, or Project meetings for all staff whether Contractor, Subcontractor, Supplier, or truckers.

**4.** Compliance with laws.

**5.** Costs to prepare estimates, proposals, submittals, and Shop Drawings.

6. Purchase and review of Unit Price Books, UPB software, or both, code books, The GREENBOOK, The WHITEBOOK, and any other codes or manuals referenced in the Contract Documents.
7. Labor not directly related to construction such as foreman, superintendent, office staff, safety staff, estimation staff, and project management staff.
8. Review Contract and Task Order documents, order materials prepare submittals, and prepare, negotiate, and finalize proposals.
9. Site visits to collect information, daily Site cleanup and protection.
10. Public information or public interface.
11. Other costs not directly related to installation or construction of a Task Order line item.

2.5. No allowance or payment will be made later for any prices other than UPB or NPP Item unit prices.

3. **PRICE ADJUSTMENT:** The Adjustment Factors shall be firm for 2 years (730 days) from the Contract Award Date. In preparing a Task Order Proposal, the Contractor shall use the City provided UPB in the RFP. Once a particular Task Order has been approved and issued to the Contractor for performance there will not be any price adjustments considered for the completion of the Task Order.

4. **CONTRACT PROCEDURE AND TERMS:**

4.1. JOC Contracts are indefinite in quantity and scope at the time of bid. Task Orders will be assigned or issued as the need arises for the Work. The work items in the UPB with pre-established pricing are called Pre-Priced Items. Task Orders **may also include Non-pre-priced Items that are not included in the UPB.** The Contractor will be required to obtain at least 2 competitive quotes from outside sources for all Non-pre-priced Items.

4.2. If awarded, the City guarantees the Contractor a minimum value of total work (Minimum Contract Amount) worth \$10,000 up to a potential maximum value of total work (Maximum Contract Amount) worth \$500,000. The term of the Contract is 24 months or the expenditure of the \$500,000 maximum contract amount, whichever comes first. Task Assignment: As the need for work arises, the City will assign Task Orders (Projects) by transmitting a Task Order Scope of Work, scheduling a Joint Scope Meeting at the site and issuing the Contractor a Request for Proposal (RFP) for the Task Order. Once a Task is assigned to a JOC Contract, the JOC Contractor will be required to submit a Task Order proposal and meet all deadlines and timelines established in the contract documents.

4.3. Task Order Proposal: The Contractor shall then develop an estimate for the Task Order scope of work using appropriate PP and NPP Items, prepare a proposal, reports, or both in an electronic format as directed by the City, and submit the Proposal to the City Project Manager within 14 days or less as established in the RFP for the Task Order. Upon receipt of the Contractor's proposal, the City will evaluate the Proposal against

the City's estimate of costs for the scope of work. If the Contractor's Proposal is deemed acceptable, the City may issue a Task Order by issuing NTP at the agreed-upon price. If the City does not accept the Proposal, the City and the Contractor may negotiate the proposal until an agreement is reached or the City issues the Task Order.

- 4.4. Task Order Price: Task Order prices are calculated by selecting applicable construction items from the UPB and multiplying the prices for those construction items by the appropriate quantities and Adjustment Factors in affect as of the date of the RFP. For construction items not included in the UPB, the JOC Contractor will obtain 2 competitive quotes for the installed price from outside vendors, suppliers or subcontractors and multiply the lowest quote by the appropriate Adjustment factors. The competitive quotes will include labor, material, equipment, and services to install startup and test the item. Competitive quotes are deemed to be valid for 6 months from the time they are received by the City. The City may obtain additional quotes from outside sources for comparison and may use those quotes as a basis for payment. The sum of the appropriate Pre-priced and Non-prepriced Construction Items multiplied by the appropriate quantities and applicable Adjustment Factor will establish a firm, fixed price for the Task Order. The Contractor will be required to apply the appropriate and actual construction line items and quantities required in the Task Order Scope of Work.
  
- 4.5. Task Order Adjustments: Line items and quantities for unforeseen conditions and changes in the work may be requested through a new Task Order adjustment only if it is determined during construction that the additional quantities are actually required to complete the Task Order. The City may issue Task Order adjustments for scope changes and to claim credit for items not actually installed, completed, or cancelled. A new Task Order adjustment is considered part of the original assigned JOC Task Order (Project).

**ATTACHMENT G**  
**CITY UNIT PRICE BOOK (UPB)**



I/We agree to the construction of Job Order Contract, for the construction of TS16 Street Lighting/Traffic Signals for Capital Improvement Projects Only at various locations for the City of San Diego, in accordance with these contract documents for the prices listed below multiplied by the Adjustment Factor (AF):

BASE BID						
Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price
1	1	LS	238910	7-5.2	CalTrans Permit (LS based on Task Order)	
2	1	LS	238910	300-1.4	Clearing & Grubbing (LS based on Task Order)	
3	1	CY	237310	300-1.4	Additional Pavement Removal & Disposal	\$ 80.00
4	1	CY	237310	300-2.9	Unclassified Excavation	\$ 120.00
5	1	EA	237310	301-1.7	Adjusting Existing Gate Valve Covers to Grade	\$ 55.00
6	1	EA	237310	301-1.7	Adjusting Existing Manholes Frames & Cover to Grade	\$ 155.00
7	1	EA	237310	301-1.7	Adjusting Existing Manhole Frame & Cover to Grade	\$ 500.00
8	1	EA	237310	307-2	Replace Type 'E' Traffic Signal Loops	\$ 220.00
9	1	EA	237310	307-2	Replace Type 'Q' Traffic Signal Loops	\$ 220.00
10	1	EA	237310	307-2	Replace Type 'E' Modified	\$ 220.00
11	1	EA	237310	307-2	Replace Traffic Loop Conduit Stub	\$ 200.00
12	1	LF	237510	302-5.9	Removal of Speed Humps & Pavement Irregularities	\$ 15.00
13	1	LF	237310	302-5.9	Road Hump Replacement	\$ 63.00
14	1	LF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement (0-1.5") x 6 ft wide	\$ 2.00
15	1	LF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement (> 1.5" - 3") x 6 ft wide	\$ 4.00
16	1	LF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement (> 3") x 6 ft wide	\$ 5.00
17	1	TON	237310	302-1.12	Road Hump Replacement	\$ 300.00
18	1	LF	237310	302-1.12	Removal of Humps & Pavement Irregularities	\$ 50.00
19	1	LB	237310	302-14.5	Crack Seal	\$ 2.00
20	1	TON	237310	301-2.4	Class II Base Repair	\$ 160.00
21	1	TON	237310	302-3.4	AC Patching for Slurry Seal	\$ 300.00
22	1	SF	237310	302-3.4	AC Patching for Slurry Seal	\$ 3.00
23	1	TON	237310	302-3.5.9	Asphalt Concrete Pavement	\$ 69.00
24	1	SF	237310	302-3.5.9	Asphalt Concrete Pavement 1.5 inches	\$ 0.62
25	1	SF	237310	302-3.5.9	Asphalt Concrete Pavement 2 inches	\$ 0.83
26	1	SF	237310	302-3.5.9	Asphalt Concrete Pavement 3 inches	\$ 1.24
27	1	TON	237310	302-3.5.9	Asphalt Pavement Repair (2" Mill & Pave)	\$ 115.00
28	1	SF	237310	302-3.5.9	Asphalt Pavement Repair (2" Mill & Pave)	\$ 1.38
29	1	TON	237310	302-3.5.9	Asphalt Concrete 2" Inlay	\$ 79.00
30	1	SF	237310	302-3.5.9	Asphalt Concrete 2" Inlay	\$ 0.95
31	1	TON	237310	302-3.5.9	Asphalt Concrete 3" Inlay	\$ 83.00
32	1	SF	237310	302-3.5.9	Asphalt Concrete 3" Inlay	\$ 1.50
33	1	TON	237310	302-3.5.9	Asphalt Concrete 1/2" Leveling Course	\$ 89.50
34	1	SF	237310	302-3.5.9	Asphalt Concrete 1/2" Leveling Course	\$ 0.27
35	1	SF	237310	302-5.2.1	Pavement Restoration Adjacent to Trench	\$ 8.00
36	1	LF	237310	302-5.2.6	AC Cold Milling Edge	\$ 1.35
37	1	SF	237310	302-5.2.6	AC Cold Milling	\$ 0.32
38	1	CY	237310	302-6.8	Concrete Pavement	\$ 150.00
39	1	SF	237310	302-6.8	Bus Stop Pad	\$ 10.00
40	1	TON	237310	302-5.9	Thickened AC Section for Bus Stop	\$ 250.00
41	1	SF	237310	302-7.4	Pavement Fabric/Non-Woven Fiberglass/Polyester Interlaying Paving Mat	\$ 0.24
42	1	SY	237310	302-7.4	Pavement Fabric	\$ 10.00
43	1	EA	237310	303-5.9	Concrete Sidewalk/Curb Impression Relocation	\$ 125.00
44	1	EA	237310	303-5.10.2	Type A Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,436.38
45	1	EA	237310	303-5.10.2	Type A-1 Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,436.38
46	1	EA			Case A Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	
47	1	EA	237310	303-5.10.2	Type B Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,007.19
48	1	EA	237310	303-5.10.2	Type B-1 Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,007.19
49	1	EA			Case B Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	
50	1	EA	237310	303-5.10.2	Type C Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,436.38
51	1	EA	237310	303-5.10.2	Type D Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 4,291.88
52	1	LF	237310	303-5.9	Type G Curb and Gutter	\$ 57.23
53	1	LF	237310	303-5.9	Type H Curb and Gutter	\$ 57.23
54	1	LF	237310	303-5.9	Type B-1 Median Curb	\$ 50.07
55	1	LF	237310	303-5.9	Type B-2 Median Curb and Gutter	\$ 57.23
56	1	LF	237310	303-5.9	Type B-3 Median Curb	\$ 57.23
57	1	LF	237310	303-5.9	Type B-4 Median Curb	\$ 57.23
58	1	EA	237310	303-5.9	Cut back, Reconstruct raised median & Paint nose yellow	\$ 5,050.00
59	1	SF	237310	303-5.9	4" PCC Median	\$ 12.00
60	1	LF	237310	303-5.9	PCC Curb & Gutter	\$ 35.00
61	1	SF	237310	303-5.9	PCC Cross Gutter	\$ 12.00
62	1	SF	237310	303-5.9	PCC Sidewalk	\$ 4.75
63	1	LF	237110	303-5.9	Curb & Gutter- Rolled	\$ 33.00
64	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type A (SDRSD C-9) 0-1.5'	\$ 50.00
65	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type A (SDRSD C-9) 1.5'-2'	\$ 65.00
66	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 0-3'	\$ 150.00
67	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 3-4'	\$ 230.00
68	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 4-5'	\$ 320.00
69	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 5-6'	\$ 420.00
70	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 0-3'	\$ 115.00
71	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 3-4'	\$ 180.00
72	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 4-5'	\$ 260.00
73	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 5-6'	\$ 340.00
74	1	SF	237310	303-5.9	Alley Apron	\$ 9.00
75	1	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$ 100.00
76	1	SF	237310	303-5.9	Cross Gutter	\$ 8.00
77	1	CY	237310	303-7.5	Colored Concrete	\$ 600.00
78	1	CY	237310	303-8.9	Pervious Concrete	\$ 720.00
79	1	CY	237110	306-1.2.1.1	Additional Bedding	\$ 20.00
80	1	TON	237110	306-1.5.1	Temporary Resurfacing	\$ 100.00
81	1	TON	237110	306-1.6	Imported Backfill	\$ 30.00
82	1	FT	237110	306-1.6	Sidewalk Underdrain Pipe (3" to 6" Diameter)	\$ 100.00
83	1	EA	237110	306-1.6	Relocation of Existing Fire Hydrant up to 10 ft	\$ 5,000.00
84	1	EA	237110	306-1.6	Relocation of Existing Fire Hydrant Between 10 ft and 15 ft	\$ 6,000.00
85	1	EA	237110	306-1.6	Relocation of Existing Fire Hydrant Between 15 ft and 20 ft	\$ 6,750.00
86	1	EA	237110	306-1.6	Relocation of Existing Fire Hydrant Greater than 20 ft	\$ 7,500.00
87	1	EA	238210	307-2	Type 15 Street Light Pole and Foundation	\$ 3,849.06
88	1	EA	238210	307-2	Direct Burial Concrete Street Light Pole	\$ 3,678.75
89	1	EA	238210	307-2	GASLAMP Street Light Pole and Foundation with 5-70 W HPS Luminaires	\$ 11,002.19

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price
90	1	EA	238210	307-2	POST-TOP Street Light Pole and Foundation with 100 W HPS Luminaires	\$ 4,666.56
91	1	EA			Install City-Furnished Street Light Pole and Foundation with Luminaires	\$ 3,000.00
92	1	EA	238210	307-2	55 W LPS Luminaire	\$ 406.03
93	1	EA	238210	307-2	90 W LPS Luminaire	\$ 436.00
94	1	EA	238210	307-2	135 W LPS Luminaire	\$ 524.56
95	1	EA	238210	307-2	180 W LPS Luminaire	\$ 572.25
96	1	EA	238210	307-2	100 W HPS Luminaire	\$ 340.63
97	1	EA	238210	307-2	150 W HPS Luminaire	\$ 354.25
98	1	EA	238210	307-2	250 W HPS Luminaire	\$ 408.75
99	1	EA	238210	307-2	100 W HPS Detail W Wall Luminaire	\$ 545.00
100	1	EA	238210	307-2	55 W Induction Luminaire	\$ 700.00
101	1	EA	238210	307-2	85 W Induction Luminaire	\$ 745.00
102	1	EA	238210	307-2	100 W Induction Luminaire	\$ 790.00
103	1	EA	238210	307-2	165 W Induction Luminaire	\$ 900.00
104	1	EA	238210	307-2	41 W LED Luminaires with Adaptive Control	\$ 1,050.00
105	1	EA	238210	307-2	217 W LED Luminaires with Adaptive Control	\$ 1,117.50
106	1	EA	238210	307-2	41 W Luminaires with Adaptive Control	\$ 1,350.00
107	1	EA	238210	307-2	HEB-AA Single-Pole Street Light Fuseholder	\$ 51.78
108	1	EA	238210	307-2	HEX-AA Double-Pole Street Light	\$ 83.11
109	1	LF	238210	307-2	2" PVC Conduit in AC Pavement	\$ 35.75
110	1	LF	238210	307-2	3" PVC Conduit in AC Pavement	\$ 45.50
111	1	LF	238210	307-2	2" PVC Conduit in AC Pavement	\$ 48.75
112	1	LF	238210	307-2	3" PVC Conduit in AC Pavement	\$ 58.50
113	1	EA	238210	307-2	Install City-Furnished Type 332 Cabinet and Construct Foundation	\$ 2,005.60
114	1	EA	238210	307-2	Install City-Furnished Type 336 Cabinet and Construct Foundation	\$ 2,005.60
115	1	LF	238210	307-2	3-Conductor Cable	\$ 1.02
116	1	LF	238210	307-2	5-Conductor Cable	\$ 1.36
117	1	LF	238210	307-2	12-Conductor Cable	\$ 2.04
118	1	LF	238210	307-2	#6 Conductor Cable	\$ 2.04
119	1	LF	238210	307-2	#8 Conductor Cable	\$ 1.70
120	1	LF	238210	307-2	#10 Conductor Cable	\$ 1.36
121	1	EA			Grounding Rods, size 3/4x8-10mit, Copper Coat	\$ 100.00
122	1	LF	238210	307-2	Detector Lead-In Cable	\$ 1.36
123	1	LF	238210	307-2	6-PR. #22 Signal Interconnect Cable	\$ 2.04
124	1	LF	238210	307-2	12-PR. #22 Signal Interconnect Cable	\$ 2.73
125	1	EA	238210	307-2	No. 3-1/2 Pull Box	\$ 272.50
126	1	EA	238210	307-2	No. 5 Pull Box	\$ 354.25
127	1	EA	238210	307-2	No. 6 Pull Box	\$ 408.75
128	1	EA	237310	307-2	Remove Vehicular Signal Head	\$ 204.38
129	1	EA	238210	307-2	Re-Install Existing Vehicular Signal Head	\$ 350.00
130	1	EA	237310	307-2	Remove Ped Signal Head	\$ 204.38
131	1	EA	238210	307-2	Re-Install Existing Ped Signal Head	\$ 300.00
132	1	EA	238210	307-2	Type I-A Pole (7') and Foundation	\$ 1,610.00
133	1	EA	238210	307-2	Type I A Pole (10') and Foundation	\$ 1,610.00
134	1	EA	238210	307-2	Type 18-1-100 Pole and Foundation with 15' Signal Mast Arm	\$ 6,650.00
135	1	EA	238210	307-2	Type 19-1-100 Pole and Foundation with 15' Signal Mast Arm	\$ 7,700.00
136	1	EA	238210	307-2	Type 16-2-100 Pole and Foundation with 20' Signal Mast Arm	\$ 7,280.00
137	1	EA	238210	307-2	Type 17-2-100 Pole and Foundation with 20' Signal Mast Arm	\$ 8,260.00
138	1	EA	238210	307-2	Type 18-3-100 Pole and Foundation with 25' Signal Mast Arm	\$ 8,540.00
139	1	EA	238210	307-2	Type 19-3-100 Pole and Foundation with 25' Signal Mast Arm	\$ 9,240.00
140	1	EA	238210	307-2	Type 18-3-100 Pole and Foundation with 30' Signal Mast Arm	\$ 8,540.00
141	1	EA	238210	307-2	Type 19-3-100 Pole and Foundation with 30' Signal Mast Arm	\$ 9,240.00
142	1	EA	238210	307-2	Type 23-3-100 Pole and Foundation with 35' Signal Mast Arm	\$ 9,380.00
143	1	EA	238210	307-2	Type 24-3-100 Pole and Foundation with 35' Signal Mast Arm	\$ 10,080.00
144	1	EA	238210	307-2	Type 26-4-100 Pole and Foundation with 40' Signal Mast Arm	\$ 12,740.00
145	1	EA	238210	307-2	Type 27-4-100 Pole and Foundation with 40' Signal Mast Arm	\$ 10,780.00
146	1	EA	238210	307-2	Type 26-4-100 Pole and Foundation with 45' Signal Mast Arm	\$ 12,740.00
147	1	EA	238210	307-2	Type 27-4-100 Pole and Foundation with 45' Signal Mast Arm	\$ 10,780.00
148	1	EA	238210	307-2	Type 28-5-100 Pole and Foundation with 50' Signal Mast Arm	\$ 12,600.00
149	1	EA	238210	307-2	Type 29-5-100 Pole and Foundation with 50' Signal Mast Arm	\$ 14,420.00
150	1	EA	238210	307-2	Type 28-5-100 Pole and Foundation with 55' Signal Mast Arm	\$ 13,300.00
151	1	EA	238210	307-2	Type 29-5-100 Pole and Foundation with 55' Signal Mast Arm	\$ 15,120.00
152	1	EA	238210	307-2	Type 60-5-100 Pole and Foundation with 60' Signal Mast Arm	\$ 22,820.00
153	1	EA	238210	307-2	Type 61-5-100 Pole and Foundation with 60' Signal Mast Arm	\$ 25,480.00
154	1	EA	238210	307-2	Type 60-5-100 Pole and Foundation with 65' Signal Mast Arm	\$ 29,120.00
155	1	EA	238210	307-2	Type 61-5-100 Pole and Foundation with 65' Signal Mast Arm	\$ 31,780.00
156	1	EA	238210	307-2	12" TV-1-T Vehicular Signal (3-Section Head)	\$ 974.19
157	1	EA	238210	307-2	12" TV-2-T Vehicular Signal (3-Section Head)	\$ 1,628.19
158	1	EA	238210	307-2	12" SV-1-T Vehicular Signal (3-Section Head)	\$ 946.94
159	1	EA	238210	307-2	12" SV-2-TA or 12" SV-2-TB Vehicular Signal (3-Section Head)	\$ 1,607.75
160	1	EA	238210	307-2	12" SV-2-TA or 12" SV-2-TB Vehicular Signal (One 3-Section Head and One 5-Section Head)	\$ 1,962.00
161	1	EA	238210	307-2	12" MAS Vehicular Signal (3-Section Head)	\$ 885.63
162	1	EA	238210	307-2	12" MAS-4B or MAS-4C Vehicular Signal (4-Section Head)	\$ 1,117.25
163	1	EA	238210	307-2	12" MAS-5A or MAS-5B Vehicular Signal (5-Section Head)	\$ 1,430.63
164	1	EA	238210	307-2	12" MAS Programmed Visibility Vehicular Signal (3-Section Head)	\$ 2,180.00
165	1	EA	238210	307-2	TP-1-T Pedestrian Signal	\$ 735.75
166	1	EA	238210	307-2	TP-2-T Pedestrian Signal	\$ 1,144.50
167	1	EA	238210	307-2	SP-1-T Pedestrian Signal	\$ 708.50
168	1	EA	238210	307-2	SP-2-T Pedestrian Signal	\$ 1,130.88
169	1	EA	238210	307-2	Pedestrian Pushbutton Post and Foundation	\$ 613.13
170	1	EA	238210	307-2	ADA Pedestrian Pushbutton Assembly Type B with Pushbutton Sign	\$ 170.31
171	1	EA	238210	307-2	ADA Pedestrian Pushbutton	\$ 177.13
172	1	EA	238210	307-2	Audible Pedestrian Pushbutton	\$ 558.63
173	1	EA	238210	307-2	Flashing Beacon Controller with Time Clock	\$ 1,757.63
174	1	EA	238210	307-2	Flashing Beacon Controller without Time Clock	\$ 953.75
175	1	EA	238210	307-2	Solar Electric Power System	\$ 7,902.50
176	1	EA	238210	307-2	Type E Detector Loop	\$ 545.00
177	1	EA	238210	307-2	Type E (Mod) Detector Loop	\$ 681.25
178	1	EA	238210	307-2	Type Q BIKE Detector Loop	\$ 545.00
179	1	EA	238210	307-2	Install City-Furnished Video Detection System (1 Camera)	\$ 3,000.00
180	1	EA	238210	307-2	Install City-Furnished Video Detection System (2 Cameras)	\$ 4,500.00
181	1	EA	238210	307-2	Type A Detector Handhole	\$ 640.38
182	1	EA	238210	307-2	Type III Electrical Service	\$ 4,200.00
183	1	EA	238210	307-2	Type I-A (12') Flashing Beacon and Foundation	\$ 2,030.00

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price
184	1	EA	238210	307-2	Type 1-A (14') Flashing Beacon and Foundation	\$ 2,030.00
185	1	EA	238210	307-2	Type 9 Flashing Beacon and Foundation	\$ 8,190.00
186	1	EA	238210	307-2	Install City-Furnished EVPE Detector	\$ 170.31
187	1	LF	238210	307-2	EVPE Lead-In Cable	\$ 1.36
188	1	EA	238210	307-2	12" TV-1 (1-Section) with Yellow L.E.D.	\$ 397.85
189	1	EA	238210	307-2	12" MAT (1-Section) with Yellow L.E.D.	\$ 384.23
190	1	EA	238210	307-2	Paint Traffic Signal or Street Light Pole	\$ 1,021.88
191	1	EA	238210	307-2	Splice 24 Strand Single Mode Fiber Optic Cable	\$ 3,828.63
192	1	EA	238210	307-2	Splice 84 Strand Single Mode Fiber Optic Cable	\$ 4,785.10
193	1	EA	238210	307-2	Splice 96 Strand Single Mode Fiber Optic Cable	\$ 6,534.55
194	1	EA	238210	307-2	Splice 288 Strand Single Mode Fiber Optic Cable	\$ 12,500.94
195	1	EA	238210	307-2	Splice 8 Strand Multi Fiber Optic Cable	\$ 3,828.63
196	1	LF	238210	307-2	Install City-Furnished Fiber Optic Cable in Existing Conduit	\$ 3.27
197	1	EA	238210	307-2	Terminate 24 Strand Single Mode Fiber Optic Cable to Existing Patch Panel	\$ 2,581.94
198	1	EA	238210	307-2	Terminate 8 Strand Multi-Mode Fiber Optic Cable to Existing Patch Panel	\$ 2,207.25
199	1	EA	238210	307-2	Removal of street light/signal poles	\$ 2,000.00
200	1	EA	238210	307-2	Install ped countdown timers into existing ped head	\$ 125.00
201	1	EA	238210	307-2	Install 2" or 3" conduit into existing pull box	\$ 250.00
202	1	EA	238210	307-2	Removal of pull boxes	\$ 150.00
203	1	EA	238210	307-2	Removal of Polara APS	\$ 125.00
204	1	EA	238210	307-2	Re-install existing Polara APS	\$ 250.00
205	1	EA	238210	307-2	Installation of new signs	\$ 300.00
206	1	EA	238210	307-2	Installation of Polara APS	\$ 800.00
207	1	EA	238210	307-2	Signal controller in 332 cabinet	\$ 10,349.00
208	1	EA	238210	307-2	Signal controller in 336 cabinet	\$ 9,009.00
209	1	EA	238210	307-2	170E Controller (software loaded by Streets)	\$ 2,180.00
210	1	EA	238210	307-2	2070E Controller w/software	\$ 3,401.00
211	1	EA	238210	307-2	2070ATC Controller w/software	\$ 3,000.00
212	1	EA	238210	307-2	222 Detector Cards	\$ 200.00
213	1	EA	238210	307-2	Isolator Cards	\$ 150.00
214	1	EA	238210	307-2	Model 200 Switch Pack (load switch)	\$ 100.00
215	1	EA	238210	307-2	Interconnect Equipment Package	\$ 350.00
216	1	EA	238210	307-2	Ped Countdown Timers	\$ 250.00
217	1	EA	238210	307-2	Astro Bracket for MAS mounting 1 (AB-3035-62-PNC)	\$ 200.00
218	1	EA	238210	307-2	Astro Bracket for MAS mounting 2 (SE-0494-06-PNC) with 2x6 pipe	\$ 300.00
219	1	EA	238210	307-2	Type 1A 14' Aluminum Pole	\$ 1,700.00
220	1	EA	238210	307-2	Video det system (single camera)	\$ 7,000.00
221	1	EA	238210	307-2	Video det system (dual camera)	\$ 11,923.00
222	1	EA	237310	307-2	Remove / Salvage FPB	\$ 100.00
223	1	EA	237310	307-2	Remove / Salvage Ped TP-1	\$ 100.00
224	1	EA	237310	307-2	Remove / Salvage Vehicle Signal SV-1-T	\$ 100.00
225	1	EA	237310	307-2	Remove / Salvage PPBP, equipment & Foundation	\$ 200.00
226	1	EA	237310	307-2	Remove/Salvage Type A-1/F51, equipment & foundation	\$ 1,100.00
227	1	EA	237310	307-2	Remove/Salvage streetlight/signal pole, equipment & foundation	\$ 1,500.00
228	1	EA	237310	307-2	Remove / Replace exist. Mast arm sign	\$ 300.00
229	1	EA	237310	307-2	Furnish and Install Median sign panel and post	\$ 300.00
230	1	EA	238210	307-2	Furnish & Install Pedestrian Countdown Timer Module in Exist. Ped. Housing	\$ 500.00
231	1	EA	238210	307-2	Furnish & Install Pedestrian Push button pole/foundation	\$ 900.00
232	1	EA	238210	307-2	Furnish & Install Type III electric service	\$ 3,000.00
233	1	EA	238210	307-2	Furnish & Install ADA push button Type B w/ sign	\$ 300.00
234	1	LF	238210	307-2	Furnish & Install 2" Conduit (open trench) with conductors	\$ 23.00
235	1	LF	238210	307-2	Furnish & Install 2" Conduit (Micro-trench) with conductors	\$ 30.00
236	1	LF	238210	307-2	Furnish & Install 3" Conduit (Micro-trench) with conductors/Cat5	\$ 35.00
237	1	EA	238210	307-2	Furnish & Install new cable/conductors (DLC, 12-conductors )	\$ 1.50
238	1	LF	238210	307-2	Pole 3-conductor cable (PushButton)	\$ 0.86
239	1	LF	238210	307-2	Pole 12-conductor cable (phase signal, peds-walk, ground&spares)	\$ 1.73
240	1	LF	238210	307-2	Pole #10 conductor (lighting)	\$ 1.15
241	1	EA	238210	307-2	Remove & Relocate Electric meter to new Type III location	\$ 150.00
242	1	EA	238210	307-2	Furnish & Install MicroWave Intersector Complete with Programming	\$ 6,100.00
243	1	LF	238210	307-2	Furnish & Install Cat5 Cable	\$ 1.50
244	1	EA	238210	307-2	Install Conduit into Exist. Pull Box (CB)	\$ 250.00
245	1	EA	238210	307-2	Polara 2-wire sign	\$ 20.00
246	1	EA	238210	307-2	Furnish & Install Type III electric service	\$ 3,000.00
247	1	EA	238210	307-2	EVPE for 1 approach	\$ 3,000.00
248	1	EA	238210	307-2	Polara 2-Wire Navigator APS Station w/ Type 800-59 Sign	\$ 900.00
249	1	EA	238210	307-2	Polara CCU II EN Control Unit	\$ 3,500.00
250	1	EA	238210	307-2	Polara Configurator	\$ 700.00
251	1	EA	238210	307-2	Furnish & Install Polara control sytem with vent (Hoffman Alum) at controller complete	\$ 2,000.00
252	1	EA	238210	307-2	EVPE for 1 approach	\$ 2,800.00
253	1	EA	238210	307-2	EVPE for 2 approaches (Dual)	\$ 3,200.00
254	1	EA	238210	307-2	SP-1-T Pedestrian Signal w/ count-Down	\$ 900.00
255	1	EA	541370	309-4	Adjust Survey Monuments to Grade	\$ 135.00
256	1	LF	237310	314-4.3.7	Painted Traffic Stripes and Painted Cub Markings	\$ 1.50
257	1	LF	237310	314-4.4.6	Grind Existing Limit Line and Crosswalk and Install Thermoplastic Traffic Stripes	\$ 6.00
258	1	SP	237310	314-4.4.6	Thermoplastic Pavement Markings	\$ 4.00
259	1	LF	237310	314-5.6	Installation of tactile strip	\$ 6.50
260261	1	EA	237310	314-5.6	Pavement Markers (retroreflective and non-retroreflective)	\$ 5.00
262	1	LS	238990	703-16	Preparation of Hazardous Waste Management Plan and Reporting	\$ 1,000.00
263	1	DAY	541330	707-1	Suspension of Work - Resources	\$ 50.00
264	1	LF	541330	707-2	Archeological and Native American Monitoring Program	\$ 6.00
265	1	LF	541330	707-3	Paleontological Monitoring Program	\$ 3.00
266	1	AL	541330	707-4	Archeological and Native American Mitigation and Curation	\$ 10,000.00
267	1	CY	541330	707-5	Paleontological Mitigation and Excavation	\$ 100.00
268	1	LF	237110	707-6	Handling and Disposal of Non-friable Asbestos Pipe Material	\$ 30.00
269	1	AL	237310	7-10.6.3	Portable Changeable Message Signs (PCMS)	\$ 5,000.00
270	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	\$ 1,000.00
271	1	EA	237990	701-13.9.5	Storm Drain Inlet Markers	\$ 30.00
272	1	EA	238210	9-3.1	Install Mast-arm Mounted or side-mounted sign	\$ 200.00
273	1	EA	237310	9-3.1	Furnish & Install Type K marker sign & post	\$ 250.00
274	1	EA	237310	9-3.1	Furnish & Install sign panels on new post	\$ 400.00
275	1	EA	238210	9-3.1	Remove and Relocate Existing Traffic Sign	\$ 300.00
276	1	10 LF			Furnish & Deliver, 2" PVC Conduit	\$ 17.00
277	1	EA			Furnish & Deliver, CalTrans#ES-8 # 3 1/2 Pull Box	\$ 65.00
278	1	EA			Furnish & Deliver, CalTrans#ES-8 # 3 1/2 Pull Box cover	\$ 55.00

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price
279	1	EA			Furnish & Deliver, Grounding Rods, size 3/4x8-10mft, Copper Coat	\$ 55.00
280	1	LF			Furnish & Deliver, #4 AWG Bare Wire	\$ 4.00
281	1	EA			Furnish & Deliver, 90 degree 2" PVC Elbow	\$ 12.00
282	1	EA			Furnish & Deliver, Bell Ends 2" to 3 7/64" Bushing elect	\$ 12.00
283	1	LS		9-3.4.1	Mobilization (3% of contract)	
284	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	\$ 1,000.00
285	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation	\$ 3,000.00
286	1	LS	237310	7-10.2.6	Traffic Control (5% of contract)	
287	1	AL		9-3.5	Field Orders - Type II (5% of contract)	

**ATTACHMENT H**

**JOC TASK PROPOSAL FORM**



**ATTACHMENT I**

**CONTRACT AGREEMENT**

# CONTRACT AGREEMENT

## CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Southwest Traffic Signal Service, Inc., herein called "Contractor" for **Job Order Contract (JOC) SLBE TS16 Street Lighting / Traffic Signals**, Bid No. **L-16-1446-JOC-2** for a Composite Adjustment Factor of 0.9475 comprised of AF#1 0.7580 and AF#2 0.1895.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled **Job Order Contract (JOC) SLBE TS16 Street Lighting / Traffic Signals**, on file in the office of the Public Works Department as Document No. **11000322**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Job Order Contract (JOC) SLBE TS16 Street Lighting / Traffic Signals**, Bid Number **L-16-1446-JOC-2**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.
6. The City shall guarantee the Contractor a minimum value of total work (Minimum Contract Amount) worth **\$10,000** up to a potential maximum value of total work (Maximum Contract Amount) worth **\$500,000**. The term of the Contract is 24 months or the expenditure of the **\$500,000** maximum contract amount, whichever comes first.



**CONTRACT AGREEMENT (continued)**

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3103 authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

Jan I. Goldsmith, City Attorney

By 

By 

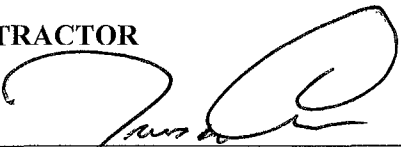
Print Name: Michelle Muñoz  
Contract Specialist  
Public Works Department

Print Name: RYAN P. GERRITY  
Deputy City Attorney

Date: 6/2/16

Date: 6/3/16

**CONTRACTOR**

By 

Print Name: James S. Cross

Title: Vice President

Date: 4/18/16

City of San Diego License No.: B1991002336

State Contractor's License No.: 45115

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004265

## CERTIFICATIONS AND FORMS

**Section 1** - The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

## **Bidder's General Information**

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID UNDER 23 UNITED STATES CODE 112 AND  
PUBLIC CONTRACT CODE 7106**

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

## CONTRACTOR CERTIFICATION

---

### DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

This company has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

## CONTRACTOR CERTIFICATION

---

### AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

This company has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

## CONTRACTOR CERTIFICATION

---

### CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

**AFFIDAVIT OF DISPOSAL**

**(To be submitted upon completion of Construction pursuant to the contracts Certificate of completion)**

WHEREAS, on the \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_\_ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

\_\_\_\_\_  
(Name of Project or Task)

as particularly described in said contract and identified as Bid No. \_\_\_\_\_ ; SAP No. (WBS/IO/CC) \_\_\_\_\_ ; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

\_\_\_\_\_  
\_\_\_\_\_

and that they have been disposed of according to all applicable laws and regulations.

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
by \_\_\_\_\_ Contractor

**ATTEST:**

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_\_, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State



COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

**Materials and Workmanship Compliance**

For Contract or Task \_\_\_\_\_

I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for \_\_\_\_\_, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

**Material Description:**

Manufacturer: _____
Model: _____
Serial Number (if applicable) _____
Quantity to be supplied: _____
Remarks: _____

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**City of San Diego  
Public Works Department, Field Division**

**NOTICE OF MATERIALS TO BE USED**

To: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_  
Resident Engineer

You are hereby notified that the materials required for use under Contract No. \_\_\_\_\_  
for construction of \_\_\_\_\_  
\_\_\_\_\_,  
in the City of San Diego, will be obtained from sources herein designated.

<b>CONTRACT ITEM NO. (Bid Item)</b>	<b>KIND OF MATERIAL (Category)</b>	<b>NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)</b>

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4-1.11 of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier

Yours truly,

\_\_\_\_\_  
Signature of Supplier

\_\_\_\_\_  
Address

**ELECTRONICALLY SUBMITTED FORMS**

**THE FOLLOWING FORMS MUST BE SUBMITTED IN  
PDF FORMAT WITH BID SUBMISSION**

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

**A. CONTRACTOR'S CERTIFICATION OF PENDING  
ACTIONS**

**B. EQUAL BENEFITS ORDINANCE - CERTIFICATION  
OF COMPLIANCE**

**Bids will not be accepted until ALL forms are submitted  
as part of the bid submittal**

## CONTRACTOR'S 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.

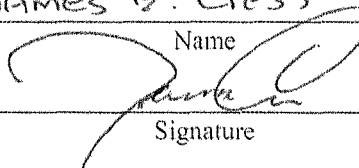
CHECK ONE BOX ONLY.

- 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: SOUTHWEST TRAFFIC SIGNAL SERVICE, INC.

Certified By JAMES B. CRESS Title VP  
Name

  
Signature Date 3-15-16

**USE ADDITIONAL FORMS AS NECESSARY**

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:

CITY OF SAN DIEGO  
EQUAL BENEFITS PROGRAM  
202 C Street, MS 9A, San Diego, CA 92101  
Phone (619) 533-3948 Fax (619) 533-3220

CERTIFICATION OF COMPLIANCE		COMPANY INFORMATION	
Company Name:	SOUTHWEST TRAFFIC SIGNAL SERVICE	Contact Name:	JAMES CRESS
Company Address:	397 RALEIGH AVE BL CAJON, CA 92020	Contact Phone:	619-442-3343
		Contact Email:	JCRESS@SOUTHWEST SIGNAL.COM

CONTRACT INFORMATION	
Contract Title:	JOC SLBE TS16 STREET LIGHTING / TRAFFIC SIGNAL
Contract Number (if no number, state location):	L-16-1446-JOC 2
Start Date:	
End Date:	

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):

- Provides equal benefits to spouses and domestic partners.
- Provides no benefits to spouses or domestic partners.
- Has no employees.
- Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

James B Cress VP \_\_\_\_\_ 3-15-16  
Name/Title of Signatory Signature Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date: \_\_\_\_\_ EBO Analyst: \_\_\_\_\_  Approved  Not Approved – Reason: \_\_\_\_\_

(Rev 02/15/2011)

# City of San Diego

CITY CONTACT: Michelle Muñoz - Contract Specialist, Email: MichelleM@sandiego.gov  
Phone No. (619) 533-3482, Fax No. (619) 533-3633

## ADDENDUM "A"



**e - Bidding** FOR

### Job Order Contract (JOC) SLBE TS16 Street Lighting / Traffic Signals

BID NO.: \_\_\_\_\_ L-16-1446-JOC-2  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ 11000322  
CLIENT DEPARTMENT: \_\_\_\_\_ 2112  
COUNCIL DISTRICT: \_\_\_\_\_ CITYWIDE  
PROJECT TYPE: \_\_\_\_\_ IH / IL

#### **BID DUE DATE:**

**1:30 PM  
MARCH 24, 2016  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTS  
1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C  
SAN DIEGO, CA 92101**

**A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

**B. SUPPLEMENTARY SPECIAL PROVISIONS**

1. TO SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK, page 37, **ADD** the following:

**6-7.4 Project Phasing.** To the City Supplement, ADD the following:

1. During a JOC task order, the electrical power supply to the existing streetlights may have been cut off, due to the Utilities Undergrounding Program. The Engineer will coordinate with the Contractor and the utility companies for the timing of the streetlight installations. The Contractor may need to install streetlights in multiple phases, and it may take up to a year to complete the streetlight installation project.
2. Refer to the Task Order RFP and Scope of Work.
3. Payment for the project phasing is included in the various Bid items.

James Nagelvoort, Director  
Public Works Department

Dated: *March 15, 2016*  
San Diego, California

JN/AR/Lad

L-16-1446-JOC-2; SLBE TS16 Street Lighting/Traffic Signal

BID TABULATIONS

COMPANY	Adjustment Factor 1 (AF1)	Percentage Factor	AF1	Adjustment Factor 2 (AF2)	Percentage Factor	AF2	Composite Adjustment Factor
1 R.P.G. (Withdrew Bid)	0.86	80%	0.6880	0.2254	20%	0.0451	0.7331
2 Southwest Traffic Signal Services, Inc	0.9475	80%	0.7580	0.9475	20%	0.1895	0.9475
3 Wier Construction Corp.	1.1999	80%	0.9599	1.2451	20%	0.2490	1.2089