# **City of San Diego**

CONTRACTOR'S NAME:_	Pir	perin Corporatio	n	
ADDRESS: 1185 Parl	k Center Drive, Suite S, Vi	sta CA 92081		
TELEPHONE NO.:	(760) 305-7248	FAX NO.:	(760) 305-7253	
CITY CONTACT: Juan E. Espindola - Contract Specialist, Email: JEEspindola@sandiego.gov				
Phone	No. (619) 533-4491, Fax No.	(619) 533-3633		
M. Fakh	oury / R. W. Bustamante / co	•		

ORIGINAL

# **BIDDING DOCUMENTS**





# FOR

# JOB ORDER CONTRACT (JOC) SLBE PS16 RIGHT OF WAY PIPELINE

BID NO.:	L-17-1490-JOC-2
SAP NO. (WBS/IO/CC):	11000322
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	CITYWIDE
PROJECT TYPE:	CA, JA

# THIS CONTRACT WILL BE 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 ∑ FEDERAL

> APPRENTICESHIP

# **BID DUE DATE:**

1:30 PM JANUARY 17, 2017 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C SAN DIEGO, CA 92101

#### **ENGINEER OF WORK**

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:

**JAMIDIRO** 

J

12-8-16 Seal:

For City Engineer

Date



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# NOTICE INVITING BIDS

- 1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Job Order Contract (JOC) SLBE PS16 Right of Way Pipeline.** 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: <u>http://www.sandiego.gov</u>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$500,000**.
- 4. BID DUE DATE AND TIME ARE: JANUARY 17, 2017 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 is required for this contract: A
- **7. SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
  - **7.1.** The City 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 strongly encouraged to attend the Pre-Bid Meeting to better understand the requirements of this contract.

#### 8. PRE-BID MEETING:

**8.1.** Prospective Bidders are encouraged to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the prequalification 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. The Pre-Bid meeting is scheduled as follows:

Date:	December 21, 2016
Time	10:00 AM
Location:	1010 Second Avenue, Suite 1400, San Diego, CA 92101

Attendance at the Pre-Bid 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.

# 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 by the City Attorney's Office.
- **9.4.** The low Bid will be determined by Base Bid alone.
- **9.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone.

# 10. SUBMISSION OF QUESTIONS:

**10.1.** The Public Works Department is 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: Juan E. Espindola

OR:

JEEspindola@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, including all alternate items, 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 <u>dstucky@sandiego.gov</u>.
- **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 <u>PlanetBids</u><sup>™</sup>.
- 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 and 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, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- **2.6.** RECAPITULATION OF THE WORK. Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- **2.7.** BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.
  - **2.7.1.** <u>Important Note</u>: 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.
- **2.8.** ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. : To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the 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 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") <u>http://www.greenbookspecs.org/</u>	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <u>https://www.sandiego.gov/publicworks/edocref/greenbook</u>	2015	PWPI070116-02
City of San Diego Standard Drawings* <u>https://www.sandiego.gov/publicworks/edocref/standard</u> <u>draw</u>	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards <u>https://www.sandiego.gov/publicworks/edocref/drawings</u>	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-05

	Title	Edition	Document Number
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html		2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/		2014	PWPIO92816-07
<b>NOTE:</b> *Available online under Engineering Documents and References at: <u>http://www.sandiego.gov/publicworks/edocref/index.shtml</u>			

- **11. CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, 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 addenda 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:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee 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.

# 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:

- **16.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent 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 executed 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 shall 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: <u>http://www.sandiego.gov/cip/</u>. 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 ACCCEPTED:** 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) FOR DESIGN-BID-BUILD CONTRACTS:

- **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 ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- **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 herein.
- **22.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

# 23. BID RESULTS:

**23.1.** The availability of the bids 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 new ranking and apparent low bidder will be adjusted accordingly.

**23.2.** To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not 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 abovementioned 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, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid 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 Contractor Standards.
  - **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 in the herein and in the Notice of 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:

Piperin Corporation \_\_\_\_\_\_, a corporation, as principal, and \_\_\_\_\_\_, 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 <u>TWO HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000.00)</u> for the faithful performance of the annexed contract, and in the sum of <u>TWO HUNDRED AND FIFTY THOUSAND</u> <u>DOLLARS AND ZERO CENTS (\$250,000.00)</u> 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.

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

#### PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

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

Piperin Corporation , a corporation, as principal, and International Fidelity 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 AND FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000.00) for the faithful performance of the annexed contract, and in the sum of <u>TWO HUNDRED AND FIFTY THOUSAND</u> DOLLARS AND ZERO CENTS (\$250,000.00) for the benefit of laborers and materialmen designated below.

#### Conditions:

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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.

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

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

Dated February 22, 2017

Approved as to Form

Bv

Approved:

By

۰,

Piperin Corporation

Principal R١ BRAIG BARR

Printed Name of Person Signing for Principal

Mara W, Elliott, City Attorney

**Deputy City Attorney** 

International Fidelity Insurance Company Surety ung T. Mullick By. Attorney/n-fact

2400 E. Katella Ave., Ste. 250

Local Address of Surety

Anahoim, CA 92806

Local Address (City, State) of Surety

714-602-9170

Local Telephone No. of Surety

Premium \$ 4,750.00

Bond No. 0710768

Lugh E. Espindola Contract Specialist, Public Works Department

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT		
	ficate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document.	
STATE OF CALIFORNIA County of Orange	}	
On <u>February 27, 2017</u> before me, <u>Kathryn</u> Date Inse	Lopez, Notary Public, ert Name of Notary exactly as it appears on the official seal	
personally appeared Yung T. Mullick	Name(s) of Signer(s)	
-	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal. Signature Signature of Notary Public Kathryn Lopez	
Description of Attached Document		
Title or Type of Document: Faithful Performance Bo	nd and Labor and Materials Bond # 0710768	
Document Date: February 22, 2017	Number of Pages: 2	
Signer(s) Other Than Named Above: <u>None</u> Capacity(ies) Claimed by Signer(s)		
Signer's Name: Yung T. Mullick         ☐ Individual         ☐ Corporate Officer — Title(s):         ☐ Partner       ☐ Limited ☐ General         ✓ Attorney in Fact       RIGHT THUMBPRIL         ☐ Trustee       OF SIGNER         ☐ Other:       Top of thumb here         Signer is Representing:       International Fidelity         Insurance Company	<ul> <li>Individual</li> <li>Corporate Officer — Title(s):</li> <li>Partner</li> <li>Limited</li> <li>General</li> <li>Attorney in Fact</li> <li>Trustee</li> <li>RIGHT THUMBPRINT</li> <li>OF SIGNER</li> </ul>	

т. 1. 1.

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the state of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint.

JAMES W. MOILANEN, YUNG T. MULLICK, CHRISTINE T. HOANG, TERAH JOHNSTON

#### Mission Viejo, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under, and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESCLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any source of the corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any source of the corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any source of whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



STATE OF NEW JERSEY County of Essex

ROBERT W. MINSTER Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)

flor an



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY ; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF. I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY My Commission Expires April 16, 2019

#### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

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IN TESTIMONY WHEREOF, I have hereunto set my hand this

day or FEDWUUNI 2012 Maria N. Jerance

MARIA BRANCO, Assistant Secretary

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

Dated	
Approved as to Form	
	Principal
	Ву
	Printed Name of Person Signing for Principal
Mara W. Elliott, City Attorney	
Ву	
Deputy City Attorney	Surety
	Ву
	Attorney-in-fact
Approved:	
	Local Address of Surety
Ву	
Juan E. Espindola Contract Specialist, Public Works Department	Local Address (City, State) of Surety
	Local Telephone No. of Surety
	Premium \$
	Bond No

# ATTACHMENTS

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# ATTACHMENT A

# **SCOPE OF WORK**

Job Order Contract (JOC) SLBE PS16 Right of Way Pipeline Attachment A – Scope of Work (Rev. Nov. 2016)

# SCOPE OF WORK

#### 1. SCOPE OF WORK:

- **1.1.** Work will include a variety 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 pursuant to 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 streets, utilities and other right of way pipeline included in a JOC Task Order RFP.
- **1.2.** The Contractor will furnish all management, documentation, design and incidental drawings (as required), labor, materials and equipment needed to perform the work.
- **1.3.** The Work shall be performed in accordance with the JOC Task Order RFP Scope of Work and other requirements.
- 2. LOCATION OF WORK: To be determined based on each Task Order.
- **3. CONTRACT TERM**: The Contract Term is two (2) years for the issuance of Task Orders. All work pursuant to any task order issued shall be completed within the time frame specified on the Task Order Notice to Proceed. The total time for issuance of Tasks and completion of the associated work shall not exceed five (5) years.

# ATTACHMENT B

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# ATTACHMENT C

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# ATTACHMENT D

# **PREVAILING WAGES**

# 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 <u>http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</u>. 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 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 sections1810 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) The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK") currently in effect.
- 2) The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK") including the following:
  - 1. General Provisions (A) for all Contracts.
  - 2. General Provisions (B) for Job Order Contracting (JOC).

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

**1-2 TERMS AND DEFINITIONS.** To the City Supplement, item 54, "Normal Working Hours", ADD the following:

The **Normal Working Hours** will be identified in each Task Order.

# SECTION 2 - SCOPE AND CONTROL OF WORK

- **2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall perform, with your own organization, Contract Work amounting to at least 50% of the base Bid **AND** 50% of any alternates.
- 2-7 SUBSURFACE DATA. To the City Supplement, ADD the following:
  - 4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:
    - 1. Refer to Task Order Documents.
- **2-14.2** Integration of the Work with Separate Contractors. To the City Supplement, ADD the following:
  - 2. The list of Separate Contractors includes:
    - a) Refer to Task Order documents.

- **2-14.3 Coordination.** To the City Supplement, ADD the following:
  - 2. Other adjacent City projects 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 projects as listed in the Task Order documents.

# **2-15 TECHNICAL STUDIES AND DATA.** To the City Supplement, ADD the following:

- 3. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
  - a) Refer to Task Order documents.
- **2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the City Supplement, item 1, DELETE in its entirety.

# SECTION 4 - CONTROL OF MATERIALS

- **4-1.3.3 Inspection of Items Not Locally Produced.** To the City Supplement, ADD the following:
  - 2. The Engineer will perform inspections of out-of-town manufacturers for the items of Work specified here:
    - a) Refer to Task Order documents.
- **4-1.3.4** Inspection Paid For By the Contractor. To the City Supplement, ADD the following:
  - 2. The special inspections required are listed as follows:
    - a) 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.
- **4-1.6 Trade Names or Equals.** To the City Supplement, ADD the following:
  - 11. You shall submit your list of proposed substitutions for an "equal" item **no later than 15 Working Days after the issuance of the Task Order Notice To Proceed (NTP)** and on the City's Product Submittal Form available at:

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

# **SECTION 5 – UTILITIES**

#### **5-6 COOPERATION.** ADD the following:

1. Notify SDG&E at least 10 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

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

**6-1.1 Construction Schedule.** To item 20, ADD the following:

The number of Calendar Days for the Plant Establishment Period is identified in the Task Order documents, when applicable.

- **6-2.1 Moratoriums.** To the City Supplement, ADD the following:
  - 3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed in the Task Order documents.

#### ADD:

# 6-3.2.1.1 Environmental Document.

- 1. Refer to Task Order documents for environmental requirements.
- 2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

#### ADD:

- **6-3.2.2** Archaeological and Native American Monitoring Program. To the City Supplement, ADD the following:
  - 4. Refer to Task Order documents. When applicable, you shall coordinate your activities and Schedule with the activities and schedules of the archaeologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 2-11, "INSPECTION" for details
- ADD:
- **6-3.2.3 Paleontological Monitoring Program.** To the City Supplement, ADD the following:
  - 3. Refer to Task Order documents. When applicable, you shall coordinate your activities and Schedule with the activities and schedules of the paleontologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 2-11, "INSPECTION" for details.

- **6-7.1 General.** To the City Supplement, item 3, ADD the following:
  - d) 30 Days for full depth asphalt final mill and resurfacing work required per SDG-107.
  - e) Where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Plan and schedule Work accordingly. No additional payment or Working Days will be granted for delays due to the moratorium.
- **6-8.3** Warranty. To the City Supplement, item 1, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date that the Work was accepted by the City. Additionally, you shall warranty the Work against all latent and patent defects for a period of 10 years.

# SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

# 7-3 INSURANCE.

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

# 7-3.1 Policies and Procedures.

- 1. You shall 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 shall 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. The payment for insurance shall be included in the Contract Price as bid by you. 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 shall 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 shall 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 shall 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 shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- 4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

General Annual Aggregate Limit	Limits of Liability
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 shall 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 shall 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 shall 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 shall 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 shall 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.

- 1. You shall 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.
- 2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- 3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall 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.

- 4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall 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 shall 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 shall provide that any insurance maintained by the City and its elected officials, officers, employees, shall be in excess of your insurance and shall not contribute to it.
- **7-3.5.1.3 Project General Aggregate Limit.** The policy or policies shall 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 shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit 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 shall 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.
- **7-3.6** Deductibles and Self-Insured Retentions. You shall pay for all deductibles and selfinsured retentions. You shall 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 shall 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 shall follow the form of the primary policy or policies e.g., all endorsements.
- **7-4 NOT USED.** DELETE in its entirety and SUBSTITUTE with the following:

## 7-4 WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE.

- 1. In accordance with the provisions of §3700 of the California Labor Code, you shall 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 shall be not less than the following:

Workers' Compensation	Statutory Employers Liability
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 requires 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 shall comply with such provisions before commencing the Work as required by \$1861 of the California Labor Code.
- **7-4.1. Waiver of Subrogation.** The policy or policies shall 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:
  - 2. The City will obtain, at no cost to you, the following permits:
    - a) Refer to Task Order documents
- **7-20 ELECTRONIC COMMUNICATION.** To the City Supplement, ADD the following:
  - 2. Virtual Project Manager shall be used on this Contract.

- **7-21 General.** To the City Supplement, item 3, DELETE in its entirety and SUBSTITUTE with the following:
  - 3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.
- **7-21.6 Special Project Conditions.** To the City Supplement, item 1, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. When removal of sediments and debris from channels and storm drains are required, you shall make a preliminary estimate of the materials that can be diverted to beneficial use. Receipts from disposal, re-use, and recycling options shall indicate that 65% of materials are diverted.
- **7-22.17** Monitoring of Potentially Petroleum Contaminated Soil. To the City Supplement, ADD the following:
  - 5. The areas of known or suspected contamination are as follows:
    - a) Refer to Task Order documents.

## SECTION 9 - MEASUREMENT AND PAYMENT

#### ADD:

- **9-3.7 Compensation Adjustments for Price Index Fluctuations.** To the City Supplement ADD the following:
  - 5. This Contract is not subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

#### SECTION 203 – BITUMINOUS MATERIALS

- **203-3.4.4 RUBBER POLYMER MODIFIED SLURRY (RPMS).** To the City Supplement, ADD the following:
  - 1. RPMS may be used on this Contract. Refer to the Task Order documents.

## SECTION 217 - BEDDING AND BACKFILL MATERIALS

**217-2.2 Stones, Boulders, and Broken Concrete.** To Table 217-2.2, DELETE in its entirety and SUBSTITUTE with the following:

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Street or Surface Zone	From ground surface to 12"	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork	(300 mm) below pavement subgrade or ground surface	Sand	Sand equivalent of not less than 30.
Trench Zone	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box	6" (150 mm)	
Deep Trench Zone (Trenches 3' (0.9 m) wide or wider)	From 60" (1.5 m) below finished surface to 12" (300 mm) above top of pipe or box	Rocks up to 12" (300 mm) excavated from trench may be placed as backfill	
Pipe Zone	From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior	2.5" (63 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour).
Overexcavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201- 1 may also be used.

#### TABLE 217-2.2

#### **SECTION 209 – PRESSURE PIPE**

#### **209 PRESSURE PIPE.** To the City Supplement, ADD the following:

2. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.

#### SECTION 302 – ROADWAY SURFACING

#### **302-4.12.2.1** General. To the City Supplement, ADD the following:

- 3. When Type I is to be applied over Type II or Type III, corrective action in accordance with 302-4.11.1.2, "Reduction in Payment Based on WTAT" such as reductions in payment, non-payment, or removal of Type II or Type III material not meeting specifications as directed by the Engineer shall be executed prior to the application of the Type I material.
- **302-7.4 Payment.** To the City Supplement, item 1, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Payment shall not be made for additional fabric for overlapped areas.

#### SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

**306-1 General.** ADD the following:

Build the Project in accordance with the water high-lining phasing shown on the Plans and in phases as follows:

Refer to the Task Order documents.

- **306-7.8.2.1** General. To the City Supplement, item 2, ADD the following:
  - a) Specified test pressure for Class 235 pipe shall be 150 psi.
  - b) Specified test pressure for Class 305 pipe shall be 200 psi.

Refer to the Task Order documents for any deviations, if applicable.

## SECTION 601- TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

#### **601-2.1.2 Engineered Traffic Control Plans (TCP).** ADD the following:

- 6. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
  - a) Refer to the Task Order documents.

## SECTION 700 – MATERIALS

# **700-9.1 Pedestrian Barricade.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Pedestrian barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDE-103, "Pedestrian Barricade".
- 2. Curb ramp barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDG-140, "Curb Ramp Barricade".
- 3. Assembly shall be commercial quality galvanized material.

## SECTION 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING

- **802-2.1 Project Biologist.** To the City Supplement, ADD the following:
  - 5. Refer to Task Order Documents. When applicable, you shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

## SECTION 901 – INSTALLATION AND CONNECTION

- **901-1.3 Payment.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. The Bid item provided for "High-Lining Installation By the Contractor" shall cover the high-line installation Work described in 901-1.1.2, "High-lining Installation by the Contractor" and shall be full compensation for installing, maintaining, and repairing the high-lining system during normal working hours. The Payment for High-lining materials, the temporary asphalt material, and resurfacing Work for the protection of high-lining shall be included in this Bid item.
  - 2. The Bid item provided for the removal of high-lining shall cover the work described in 900-1.1.2.3, "High-Lining Removed by the Contractor". The payment for removing high-lining shall include the removal of the high-lining material and the restoration of existing improvements and shall be paid for under the Bid item for "High-lining Removed by the Contractor".

## SECTION 901 – INSTALLATION AND CONNECTION

**901-2.5 Payment.** To the City Supplement, item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Traffic control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid item for "Pavement Restoration for Final Connection". Asphalt overlay and slurry seal Work shall be paid for under separate Bid items.

## EQUAL OPPORTINTIY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

**4.1 Nondiscrimination in Contracting Ordinance.** To the City Supplement, subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers.

## END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

## SUPPLEMENTARY SPECIAL PROVISIONS

## APPENDICES

For JOC projects, appendices will be included with the Task Order Documents.

## ATTACHMENT F

# JOB ORDER CONTRACT

## JOB ORDER CONTRACT

## 1. UNIT PRICE BOOK (UPB):

- **1.1.** The UPB for the duration of this Job Order Contract (JOC) has been 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 Task Order changes executed after Contract expiration.
- **2. BID PRICE SUBMITTAL:** Each Bidder shall submit 2 Adjustment Factors 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:

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

- **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, bond premiums, insurance, mobilization of any kind to include equipment, and 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. There will not be any price adjustments for the duration of the contract.

## 4. CONTRACT PROCEDURES AND TERMS:

**4.1. Contract Term and Value:** Upon issuance of a contract, the City guarantees the Contractor a minimum value of total work (Minimum Contract Amount) of \$10,000 up to a potential maximum value of total work (Maximum Contract Amount) of **\$500,000**. The term of the Contract is 24 months for the issuance of Task Orders or the expenditure of the **\$500,000** maximum contract amount, whichever occurs first.

#### 4.2. Task Assignment:

- **4.2.1.** As the need for work arises, the City will assign Task Orders by sending to the JOC contractor a Task Order Scope of Work. A Scope Meeting to take place onsite between the City and the JOC contractor will be scheduled.
- **4.2.2.** The JOC contractor must accept and complete **ALL** Task Orders assigned to them by the City. JOC contractors may not opt-out or decline to accept a Task Order. JOC contractors who decline to accept a Task Order will be considered in breach of this contract and may be defaulted.

**4.2.3.** 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.

## 4.3. Task Order Proposal:

- **4.3.1.** The JOC contractor shall then present an estimate for the Task Order scope of work using any appropriate pre-priced and non-pre-priced items. The JOC contractor shall, as requested by the City, prepare a proposal, reports, or both in electronic format or as directed by the City, and submit them to the City's Project Manager within the time frame established in the Task Order.
- **4.3.2.** Upon receipt of the Contractor's estimate or proposal, the City will compare it to the City's estimate of costs for the scope of work. If the JOC contractor's proposal is deemed acceptable, the City may release the Task Order by issuing NTP at the agreed-upon price.
- **4.3.3.** The JOC contractor will be required to meet all deadlines and timelines established in the Task Order documents.
- **4.3.4.** If the City does not accept the Proposal, the City and the Contractor may negotiate the proposal until an agreement is reached.
- 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 effect as of the date of the RFP. For construction items not included in the UPB, the JOC Contractor will obtain two 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 will 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-Pre-priced 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 Modifications**: Line items and quantities for unforeseen conditions and changes in the work may be requested through a Task Order Modification 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 Modifications for scope changes and to claim credit for items not actually installed, completed, or cancelled.

City's Unit Price Book (UPB)

I/We agree to the construction of Job Order Contract, for the construction of **SLBE PS16 Right-of-Way Pipeline** Projects 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

ltem	Unit	NAICS	Payment Reference	Description		Unit Price	Unit Price for Trench Depths Up to 10 Feet Multiplied by AF	Unit Price for Trench Depths 10 to 15 Feet Multiplied by AF	Unit Price for Trench Depths 15 to 20 Feet Multiplied by AF	Unit Price for Trench Depths Greater than 20 Feet Multiplied by AF
1	AL	237110	7-5.3	CalTrans Encroachment Permit - (EOC) Type I	General	\$2,000				
2	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	General	\$1,000				
3	LS	237110	7-16.4	Community Liaison	General	\$30,000				
4	LS	237110	9-3.4.1	Mobilization (5% of Approved Task Amount)	General			<u> </u>		
5	LF	238910	300-1.4	Removal and Disposal of Existing Railroad Tracks	General	\$100				
6	CY	237110	306-15.1	Additional Bedding	General	\$20				
7	TON	237110	306-15.12	Imported Backfill	General	\$30				

ltem	Unit	NAICS	Payment Reference	Description		Unit Price	Unit Price for Trench Depths Up to 10 Feet Multiplied by AF	Unit Price for Trench Depths 10 to 15 Feet Multiplied by AF	Unit Price for Trench Depths 15 to 20 Feet Multiplied by AF	Unit Price for Trench Depths Greater than 20 Feet Multiplied by AF
8	LF	237110	306-18.7	Televising Sewer Mains & Storm Drains For Acceptance	General	\$3				
9	LF	237110	306-18.7	Cleaning & Televising of Existing Sewer Mains & Storm Drains	General	\$2				
10	TON	237110	306-15.9	Temporary Resurfacing	General	\$100				
11	SF	238390	300-1.4	Clearing and Grubbing	General	\$1				
12	LS	541330	7-8.6.4.2	Water Pollution Control Program Development	General	\$2,000				
13	LS	238990	7-22.20	Preparation of Hazardous Waste Management Plan and Reporting	General	\$3,000				
14	TON	238990	7-22.20	Monitoring, Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil	General	\$50				
15	TON	238990	7-22.20	Loading, Transportation, and Disposal of Petroleum Contaminated Soil	General	\$100				

ltem	Unit	NAICS	Payment Reference	Description		Unit Price	Unit Price for Trench Depths Up to 10 Feet Multiplied by AF	Unit Price for Trench Depths 10 to 15 Feet Multiplied by AF	Unit Price for Trench Depths 15 to 20 Feet Multiplied by AF	Unit Price for Trench Depths Greater than 20 Feet Multiplied by AF
16	DAYS	541330	6-3.2.2.1 or 6- 3.2.3.1	Suspension of Work - Resources	General	\$50				
17	LF	541330	6-3.2.2.1	Archeological and Native American Monitoring Program	General	\$6				
18	LF	541330	6-3.2.3.1	Paleontological Monitoring Program	General	\$3				
19	AL	541330	6-3.2.4.1	Archeological and Native American Mitigation and Curation (EOC Type I)	General	\$10,000				
20	СҮ	541330	6-3.2.5.1	Paleontological Mitigation and Excavation	General	\$100				
21	LF	237110	306-3.3.4.5	Handling and Disposal of Non-friable Asbestos Pipe Material	General	\$30				
22	EA	541370	309-4	Survey Monuments	General	\$700				
23	EA	237310	303-1.11	Cutoff Wall	General	\$2,000				
24	LS	237110	306-15.2	Trench Shoring	General		\$13,333	\$16,000	\$18,000	\$20,000
25	LF	237110	303-5.9	Curb & Gutter (Type G, SDRSD G-2)	General	\$32				

ltem	Unit	NAICS	Payment Reference	Description		Unit Price	Unit Price for Trench Depths Up to 10 Feet Multiplied by AF	Unit Price for Trench Depths 10 to 15 Feet Multiplied by AF	Unit Price for Trench Depths 15 to 20 Feet Multiplied by AF	Unit Price for Trench Depths Greater than 20 Feet Multiplied by AF
26	LF	237110	303-5.9	Curb & Gutter - Rolled	General	\$33				
27	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type A (SDRSD C-9) 0-1.5'	General	\$50.00	-	-	-	-
28	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type A (SDRSD C-9) 1.5'-2"	General	\$65.00	-	_	-	-
29	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 0-3'	General	\$150.00	-	-	-	-
30	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 3-4'	General	\$230.00	-	-	-	-
31	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 4-5'	General	\$320.00	-	-	-	-
32	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 5-6'	General	\$420.00	m		-	-
33	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 0-3'	General	\$115.00	-	-	-	-
34	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 3-4'	General	\$180.00	-	-	-	-

Item	Unit	NAICS	Payment Reference	Description		Unit Price	Unit Price for Trench Depths Up to 10 Feet Multiplied by AF	Unit Price for Trench Depths 10 to 15 Feet Multiplied by AF	Unit Price for Trench Depths 15 to 20 Feet Multiplied by AF	Unit Price for Trench Depths Greater than 20 Feet Multiplied by AF
35	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 4-5'	General	\$260.00	-	-	-	-
36	ĹF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 5-6'	General	\$340.00	-	-	_	-
37	СҮ	237310	300-1.4	Additional Pavement Removal & Disposal	Paving	\$80				
38	LF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement (0-1.5") x6 ft Wide	Paving	\$2				
39	LF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement (> 1.5" - 3") x 6 ft Wide	Paving	\$4				
40	LF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement (> 3") x 6 ft Wide	Paving	\$5				
41	LF	237310	302-1.12	Removal of Humps & Pavement Irregularities	Paving	\$50				
42	SF	237310	302-4.12.4	Rubberized Polymer Modified Slurry Seal Type I and Striping	Paving	\$1				
43	TON	237310	302-3.2	AC Patching for Slurry Seal	Paving	\$300				

ltem	Unit	NAICS	Payment Reference	Description		Unit Price	Unit Price for Trench Depths Up to 10 Feet Multiplied by AF	Unit Price for Trench Depths 10 to 15 Feet Multiplied by AF	Unit Price for Trench Depths 15 to 20 Feet Multiplied by AF	Unit Price for Trench Depths Greater than 20 Feet Multiplied by AF
44	SF	237310	302-3.2	Damaged AC Pavement Replacement	Paving	\$10				
45	SF	237310	302-5.2.1	Pavement Restoration Adjacent to Trench	Paving	\$8				
46	TON	237310	302-5.9	1-1/2 Inch Asphalt Concrete Overlay and Striping	Paving	\$100				
47	TON	237310	302-5.9	Road Hump Replacement	Paving	\$300				
48	СҮ	237310	302-6.8	Concrete Pavement	Paving	\$150				
49	SF	237310	302-6.8	Bus Stop Pad	Paving	\$10				
50	TON	237310	302-6.8	Thickened AC Section for Bus Stop	Paving	\$250				
51	SY	237310	302-7.4	Pavement Fabric	Paving	\$10				
52	LB	237310	302-14.5	Crack Seal	Paving	\$10				
53	SF	237310	303-5.9	Alley Apron	Paving	\$9				

ltem	Unit	NAICS	Payment Reference	Description		Unit Price	Unit Price for Trench Depths Up to 10 Feet Multiplied by AF	Unit Price for Trench Depths 10 to 15 Feet Multiplied by AF	Unit Price for Trench Depths 15 to 20 Feet Multiplied by AF	Unit Price for Trench Depths Greater than 20 Feet Multiplied by AF
54	СҮ	237310	303.8.10	Pervious Concrete	Paving	\$720				
55	EA	237310	303-5.9	Contractor Date Stamp and Impressions	Pedestrian	\$100				
56	SF	237310	303-5.9	Cross Gutter	Pedestrian	\$8				
57	SF	237310	303-5.9	Remove and Replace Existing Sidewalk (SDG-155)	Pedestrian	\$7				
58	EA	237310	303-5.10.2	Curb Ramp Type A w/ Stainless Steel Detectable Warning Tiles	Pedestrian	\$2,300				
59	EA	237310	303-5.10.2	Curb Ramp Type B w/ Stainless Steel Detectable Warning Tiles	Pedestrian	\$2,300				
60	EA	237310	303-5.10.2	Curb Ramp Type C1 w/ Stainless Steel Detectable Warning Tiles	Pedestrian	\$2,200				
61	EA	237310	303-5.10.2	Curb Ramp Type C2 w/ Stainless Steel Detectable Warning Tiles	Pedestrian	\$2,200				
62	EA	237310	303-5.10.2	Curb Ramp Type D w/ Stainless Steel Detectable Warning Tiles	Pedestrian	\$2,000				

Item	Unit	NAICS	Payment Reference	Description		Unit Price	Unit Price for Trench Depths Up to 10 Feet Multiplied by AF	Unit Price for Trench Depths 10 to 15 Feet Multiplied by AF	Unit Price for Trench Depths 15 to 20 Feet Multiplied by AF	Unit Price for Trench Depths Greater than 20 Feet Multiplied by AF
63	EA	237310	303-5.10.2	Curb Ramp Type D w/ Modified D - Transitional Steel Plate at Level Area Detectable Warning Tiles	Pedestrian	\$2,000				
64	EA	237310	303-5.10.2	Curb Ramp Type A w/ Composite Detectable Warning Tiles	Pedestrian	\$1,900				
65	EA	237310	303-5.10.2	Curb Ramp Type B w/ Composite Detectable Warning Tiles	Pedestrian	\$1,900				
66	EA	237310	303-5.10.2	Curb Ramp Type C1 w/ Composite Detectable Warning Tiles	Pedestrian	\$2,200				
67	EA	237310	303-5.10.2	Curb Ramp Type C2 w/ Composite Detectable Warning Tiles	Pedestrian	\$2,000				
68	EA	237310	303-5.10.2	Curb Ramp Type D w/ Composite Detectable Warning Tiles	Pedestrian	\$1,700				
69	EA	237310	303-5.10.2	Modify Curb Ramp per Standard Drawings	Pedestrian	\$2,500				
70	CY	237310	303-7.5	Colored Concrete	Pedestrian	\$600				
71	LS	541330	601-6	Traffic Control Design	Traffic	\$5,000				

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72	LS	237310	601-6	Traffic Control (5% of Approved Task Amount)	Traffic	-				
73	AL	237310	601-6	Flashing Arrow Boards (EOC Type I)	Traffic	\$5,000				
74	AL	237310	601-6	Portable Changeable Message Signs (PCMS) (EOC Type I)	Traffic	\$5,000				
75	EA	238210	302-1.12	Traffic Detector Loop Replacement	Traffic	\$600				
76	EA	238210	701-2	Remove and Relocate Existing Traffic Sign	Traffic	\$300				
77	EA	237110	303-1.11	Concrete Lug, SDD-113	Storm Drain		\$450	\$540	\$608	\$675
78	EA	237110	306-15.1	Sidewalk Underdrain Pipe (3" to 6" Diameter), D-27 up at 5 ft Long	Storm Drain	\$100	-	-	-	-
79	LF	237110	306-15.1	18" RCP Storm Drain Water Tight	Storm Drain		\$240	\$288	\$324	\$360
80	LF	237110	306-15.1	24" RCP Storm Drain Water Tight	Storm Drain		\$280	\$336	\$378	\$420

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81	LF	237110	306-15.1	30" RCP Storm Drain Water Tight	Storm Drain		\$400	\$480	\$540	\$600
82	LF	237110	306-15.1	36" RCP Storm Drain Water Tight	Storm Drain		\$300	\$360	\$405	\$450
83	LF	237110	306-15.1	42" RCP Storm Drain Water Tight	Storm Drain		\$350	\$420	\$473	\$525
84	LF	237110	306-15.1	48" RCP Storm Drain Water Tight	Storm Drain		\$400	\$480	\$540	\$600
85	LF	237110	306-15.1	Rehabilitate 18-Inch Storm Drain	Storm Drain		\$150	\$180	\$203	\$225
86	LF	237110	306-15.1	Rehabilitate 24-Inch Storm Drain	Storm Drain		\$200	\$240	\$270	\$300
87	EA	237310	301-1.7	Adjusting Existing Manhole Frame & Cover to Grade	Sewer	\$500	-	-	-	-
88	LF	237110	306-15.1	8 Inch Sewer Main SDR-35	Sewer		\$70	\$84	\$95	\$105
89	LF	237110	306-15.1	10-Inch Sewer Main SDR-35	Sewer		\$150	\$180	\$203	\$225
90	LF	237110	306-15.1	12-Inch Sewer Main SDR-35	Sewer		\$160	\$192	\$216	\$240

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91	LF	237110	306-15.1	15-Inch Sewer Main SDR-35	Sewer		\$200	\$240	\$270	\$300
92	LF	237110	306-15.1	8-Inch Sewer Main, Special Strength SDR-26	Sewer		\$85	\$102	\$115	\$128
93	LF	237110	306-15.1	10-Inch Sewer Main, Special Strength SDR-26	Sewer		\$150	\$180	\$203	\$225
94	LF	237110	306-15.1	12-Inch Sewer Main, Special Strength SDR-26	Sewer		\$170	\$204	\$230	\$255
95	LF	237110	306-15.1	15-Inch Sewer Main, Special Strength SDR-26	Sewer		\$250	\$300	\$338	\$375
96	EA	237110	306-17.2	4-Inch Sewer Lateral & Cleanout (Street)	Sewer		\$1,500	\$1,800	\$2,025	\$2,250
97	EA	237110	306-17.2	6-Inch Sewer Lateral & Cleanout (Street)	Sewer		\$2,000	\$2,400	\$2,700	\$3,000
98	EA	237110	306-17.2	4-Inch Sewer Lateral & Cleanout (Alley)	Sewer		\$1,000	\$1,200	\$1,350	\$1,500
99	EA	237110	306-17.2	6-Inch Sewer Lateral & Cleanout (Alley)	Sewer		\$1,500	\$1,800	\$2,025	\$2,250

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100	EA	237110	306-17.2	Sewer Lateral Connection	Sewer		\$1,000	\$1,200	\$1,350	\$1,500
101	EA	237110	306-17.2	Pressurized Sewer Lateral Connection	Sewer		\$10,000	\$12,000	\$13,500	\$15,000
102	EA	237110	306-17.2	2-Inch Sewer Lateral with Backwater Device Assembly	Sewer		\$16,000	\$19,200	\$21,600	\$24,000
103	EA	237110	306-17.2	4-Inch Sewer Lateral with Backwater Device Assembly	Sewer		\$18,000	\$21,600	\$24,300	\$27,000
104	EA	237110	306-17.2	2-Inch Sewer Lateral with Private Replumbing	Sewer		\$8,000	\$9,600	\$10,800	\$12,000
105	EA	237110	306-17.2	4-Inch Sewer Lateral with Private Replumbing	Sewer		\$9,000	\$10,800	\$12,150	\$13,500
106	EA	237110	306-17.2	2-Inch Trenchless Method For Private Replumbing	Sewer		\$8,000	\$9,600	\$10,800	\$12,000
107	EA	237110	306-17.2	4-Inch Trenchless Method For Private Replumbing	Sewer		\$10,000	\$12,000	\$13,500	\$15,000
108	EA	237110	306-17.2	Private Pump System	Sewer		\$20,000	\$24,000	\$27,000	\$30,000

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109	EA	237110	306-17.2	Extended Warranty for Private Pumps	Sewer	\$1,000				
110	AL	237110	306-17.2	Pump Compensation	Sewer	\$6,000				
111	EA	237110	306-16.6	Manhole (4'x3')	Sewer		\$4,500	\$5,400	\$6,075	\$6,750
112	EA	237110	306-16.6	Manholes (4'x3'), PVC Lined	Sewer		\$10,000	\$12,000	\$13,500	\$15,000
113	EA	237110	306-16.6	Manholes (5'x3')	Sewer		\$5,000	\$6,000	\$6,750	\$7,500
114	EA	237110	306-16.6	Manholes (5'x3'), PVC Lined	Sewer		\$15,000	\$18,000	\$20,250	\$22,500
115	EA	237110	306-16.6	Connection to Existing Manhole and Rechanneling	Sewer		\$3,000	\$3,600	\$4,050	\$4,500
116	EA	237110	306-3.3.3	Abandon and Fill Cleanout	Sewer	\$870				
117	EA	237110	306-3.3.3	Abandon Existing Manhole Outside of Canyon	Sewer		\$3,852	\$3,852	\$3,852	\$3,852
118	EA	237110	306-3.3.3	Abandon Existing Manhole Outside of Trench	Sewer	\$2,056				
119	LF	237110	306-3.3.3	Abandon and Fill Existing 6-Inch Sewer Main Outside of Trench Limit	Sewer	\$12				

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120	LF	237110	306-3.3.3	Abandon and Fill Existing 8-Inch Sewer Main Outside of Trench Limit	Sewer	\$12				
121	LF	237110	306-3.3.3	Abandon and Fill Existing 10-Inch Sewer Main Outside of Trench Limit	Sewer	\$12				
122	LF	237110	306-3.3.3	Abandon and Fill Existing Above 12- Inch Sewer Main Outside of Trench Limit	Sewer	\$15				
123	EA	237110	306-18.7	Lateral Launch Video	Sewer	\$75				
124	LF	237110	500-1.1.9	Rehabilitate 6-Inch Sewer Main	Sewer		\$50	\$60	\$68	\$75
125	LF	237110	500-1.1.9	Rehabilitate 8-Inch Sewer Main	Sewer		\$50	\$60	\$68	\$75
126	LF	237110	500-1.1.9	Rehabilitate 10-Inch Sewer Main	Sewer		\$100	\$120	\$135	\$150
127	LF	237110	500-1.1.9	Rehabilitate 12-Inch Sewer Main	Sewer		\$150	\$180	\$203	\$225
128	LF	237110	500-1.1.9	Rehabilitate 15-Inch Sewer Main	Sewer	-	\$200	\$240	\$270	\$300
129	EA	237110	500-1.2.7	Point Repair for Existing 6-Inch Sewer Main up to 20 ft long	Sewer		\$3,000	\$3,600	\$4,050	\$4,500

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130	EA	237110	500-1.2.7	Point Repair for Existing 8-Inch Sewer Main,up to 20 ft long	Sewer		\$3,000	\$3,600	\$4,050	\$4,500
131	EA	237110	500-1.2.7	Point Repair for Existing 10-Inch Sewer Main up to 20 ft long	Sewer		\$3,000	\$3,600	\$4,050	\$4,500
132	EA	237110	500-1.2.7	Point Repair for Existing 12-Inch Sewer Main, up to 20 ft long	Sewer		\$3,000	\$3,600	\$4,050	\$4,500
133	EA	237110	500-1.2.7	Point Repair for Existing 15-Inch Sewer Main, up to 20 ft long	Sewer		\$3,000	\$3,600	\$4,050	\$4,500
134	LF	237110	500-1.2.7	Additional Point Repair for Existing 6-Inch Sewer Main	Sewer		\$130	\$156	\$176	\$195
135	LF	237110	500-1.2.7	Additional Point Repair for Existing 8-Inch Sewer Main	Sewer		\$140	\$168	\$189	\$210
136	LF	237110	500-1.2.7	Additional Point Repair for Existing 10-Inch Sewer Main	Sewer		\$150	\$180	\$203	\$225
137	LF	237110	500-1.2.7	Additional Point Repair for Existing 12-Inch Sewer Main	Sewer		\$160	\$192	\$216	\$240
138	LF	237110	500-1.2.7	Additional Point Repair for Existing 15-Inch Sewer Main	Sewer		\$180	\$216	\$243	\$270

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139	EA	237110	500-4.9	Service Lateral Connection	Sewer		\$1,000	\$1,200	\$1,350	\$1,500
140	EA	237110	500-1.6.6	Rehabilitate 4-Inch Sewer Lateral	Sewer		\$1,000	\$1,200	\$1,350	\$1,500
141	EA	237110	500-2.10.2	Rehabilitate Existing Manhole	Sewer		\$5,000	\$6,000	\$6,750	\$7,500
142	LF	237110	306-15.1	8-Inch Water Main, Class 235	Water		\$60	\$72	\$81	\$90
143	LF	237110	306-15.1	10-Inch Water Main, Class 235	Water		\$62	\$75	\$85	\$85
144	LF	237110	306-15.1	12-Inch Water Main, Class 235	Water	-	\$65	\$78	\$88	\$98
145	LF	237110	306-15.1	16-Inch Water Main, Class 235	Water		\$100	\$120	\$135	\$150
146	LF	237110	306-15.1	30-Inch Water Main, Class 235	Water		\$470	\$564	\$635	\$705
147	LF	237110	306-15.1	8-Inch Water Main, Class 305	Water		\$70	\$84	\$95	\$105
148	LF	237110	306-15.1	10-Inch Water Main, Class 305	Water		\$85	\$100	\$120	\$125
149	LF	237110	306-15.1	12-Inch Water Main, Class 305	Water		\$100	\$120	\$135	\$150
150	LF	237110	306-15.1	16-Inch Water Main, Class 305	Water		\$134	\$161	\$181	\$201
151	EA	237110	306-15.10	Thrust Anchor	Water		\$300	\$360	\$405	\$450

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152	EA	237110	306-15.6	2-Inch Fire Service Connection & Assembly	Water		\$5,200	\$6,240	\$7,020	\$7,800
153	EA	237110	306-15.6	3-Inch Fire Service Connection & Assembly	Water		\$5,486	\$6,583	\$7,406	\$8,229
154	EA	237110	306-15.6	4-Inch Fire Service Connection & Assembly	Water		\$4,000	\$4,800	\$5,400	\$6,000
155	EA	237110	306-15.6	6-Inch Fire Service Connection & Assembly	Water		\$4,000	\$4,800	\$5,400	\$6,000
156	EA	237110	306-15.6	8-Inch Fire Service Connection & Assembly	Water		\$4,000	\$4,800	\$5,400	\$6,000
157	EA	237110	306-15.6	10-Inch Fire Service Connection & Assembly	Water		\$7,500	\$9,000	\$10,125	\$11,250
158	EA	237110	306-15.6	6-Inch Fire Hydrant Assembly & Marker (2-PORT)	Water		\$5,000	\$6,000	\$6,750	\$7,500
159	EA	237110	306-15.6	6-Inch Fire Hydrant Assembly & Marker (3-PORT)	Water		\$6,500	\$7,800	\$8,775	\$9,750
160	EA	237110	306-15.5	16-Inch Butterfly Valve Class 250B	Water		\$3,500	\$4,200	\$4,725	\$5,250

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161	EA	237110	306-15.5	24-Inch Butterfly Valve Class 250B	Water		\$8,055	\$9,666	\$10,874	\$12,083
162	EA	237110	306-15.5	30-Inch Butterfly Valve Class 250B	Water		\$12,000	\$14,400	\$16,200	\$18,000
163	EA	237110	306-15.5	4-Inch Gate Valve Class 250	Water	\$800	-			-
164	EA	237110	306-15.5	6-Inch Gate Valve Class 250	Water	\$1,200		_	-	-
165	EA	237110	306-15.5	8-Inch Gate Valve Class 250	Water	\$1,800		-	-	-
166	EA	237110	306-15.5	10-Inch Gate Valve Class 250	Water	\$2,200		-	-	-
167	EA	237110	306-15.5	12-Inch Gate Valve Class 250	Water	\$2,800	-	-	-	-
168	EA	237110	306-15.5	16-Inch Gate Valve Class 250	Water	\$4,000	_	-	-	-
169	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	Water	\$200				
170	LF	237110	306-3.3.3	Large Water Main Abandonment	Water	\$13				
171	EA	237110	306-19.3	Abandon Water Services (Stiff)	Water	\$800				
172	EA	237110	306-15.8	1-Inch Water Service	Water		\$1,700	\$2,040	\$2,295	\$2,550
173	EA	237110	306-15.8	2-Inch Water Service	Water		\$2,000	\$2,400	\$2,700	\$3,000

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174	EA	237110	306-15.8	3-Inch Water Service	Water		\$8,191	\$9,829	\$11,058	\$12,287
175	EA	237110	306-15.8	4-Inch Water Service	Water		\$11,668	\$14,002	\$15,752	\$17,502
176	EA	237110	306-15.8	6-Inch Water Service	Water		\$12,720	\$15,264	\$17,172	\$19,080
177	EA	237110	306-15.8	1-Inch Water Service Transfer	Water		\$700	\$840	\$945	\$1,050
178	EA	237110	306-15.8	3-Inch Water Service Transfer	Water		\$3,142	\$3,770	\$4,242	\$4,713
179	EA	237110	306-15.8	4-Inch Water Service Transfer	Water		\$3,186	\$3,823	\$4,301	\$4,779
180	EA	237110	306-15.8	Water Service (trenchless)	Water		\$8,000	\$9,600	\$10,800	\$12,000
181	EA	237110	306-15.8	Water Meter Boxes	Water		\$500	\$600	\$675	\$750
182	EA	237110	306-15.8	Remove and Cap Abondoned Water Meter Box	Water	\$250			1	
183	EA	237110	306-15.8	2-Inch Blowoff Valve Assembly	Water		\$3,500	\$4,200	\$4,725	\$5,250
184	EA	237110	306-15.8	4-Inch Blowoff Valve Assembly	Water		\$4,000	\$4,800	\$5,400	\$6,000
185	EA	237110	306-15.8	6-Inch Blowoff Valve Assembly	Water		\$4,500	\$5,400	\$6,075	\$6,750
186	EA	237110	306-15.8	2-Inch Air & Vacuum Valve	Water		\$5,000	\$6,000	\$6,750	\$7,500

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187	EA	237110	306-15.8	2-Inch Air & Vacuum Valve, Class 250	Water		\$5,200	\$6,240	\$7,020	\$7,800
188	EA	237110	306-15.8	4-Inch Air & Vacuum Valve, Class 250	Water		\$5,720	\$6,864	\$7,722	\$8,580
189	EA	237110	306-15.8	6-Inch Air & Vacuum Valve, Class 250	Water		\$6,240	\$7,488	\$8,424	\$9,360
190	LS	237110	9-3.1	Cathodic Protection System Testing, In Place	Water		\$11,000	\$13,200	\$14,850	\$16,500
191	AL	237110	9-3.1	Special Inspection and Testing of Field Welds	Water	\$10,000	-	_	-	-
192	LF	237110	901-1.3	High-lining Removed by Contractor	Water	\$1	-	_		-
193	LF	237110	901-1.3	High-lining by the Contractor	Water	\$8			-	-
194	SF	237110	901-1.3	Pavement Restoration for City Forces Final Connection	Water	\$12				
195	EA	237110	901-2.5	8-Inch through 10-Inch Connections to The Existing System by Contractor	Water		\$2,500	\$3,000	\$3,375	\$3,750

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196	EA	237110	901-2.5	12-Inch through 16-Inch Connections to The Existing System by Contractor	Water		\$3,000	\$3,600	\$4,050	\$4,500
197	EA	237110	901-2.5	12-Inch through 20-Inch Connections to The Existing System by Contractor	Water		\$3,500	\$4,200	\$4,725	\$5,250
198	EA	237110	901-2.5	8-Inch through 12-Inch Cut-in Tee by Contractor	Water		\$5,000	\$6,000	\$6,750	\$7,500
199	EA	237110	901-2.5	8-Inch through 12-Inch Cross by Contractor	Water		\$5,000	\$6,000	\$6,750	\$7,500
200	EA	237110	901-2.5	12-Inch through 16-Inch Cut-in Tee by Contractor	Water		\$5,000	\$6,000	\$6,750	\$7,500
201	EA	237110	901-2.5	12-Inch through 20-Inch Cross by Contractor	Water		\$5,000	\$6,000	\$6,750	\$7,500
202	EA	237110	901-2.5	Cut and Plug of The Existing System by Contractor	Water		\$3,500	\$4,200	\$4,725	\$5,250

## ATTACHMENT G

## **CONTRACT AGREEMENT**

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# CONTRACT AGREEMENT

# **CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>Piperin Corporation</u>, herein called "Contractor" for **Job Order Contract (JOC) SLBE PS16 Right of Way Pipeline**; Bid No. **L-17-1490-JOC-2**; for a Composite Adjustment Factor of comprised of <u>AF#1 0.9360</u> and <u>AF#2 0.2440</u>.

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 PS16 Right of Way
     Pipeline, on file in the office of the Public Works Department as Document No.
     11000322, as well as all matters referenced therein.
- 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 PS16 Right of Way Pipeline, Bid Number L-17-1490-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) of **\$10,000** up to a potential maximum value of total work (Maximum Contract

Amount) of **\$500,000**. The period during which new Task Orders may be issued pursuant to this contract is 24 months or the expenditure of the **\$500,000**, whichever comes first. The total Contract term, including the completion of all tasks, may not exceed 5 years.

**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 <u>§22.3103</u> authorizing such execution.

THE CITY OF SAN DIEGO

# APPROVED AS TO FORM

Mara W. Elliott, City Attorney

4 sto le Jana By

Print Name: Recto De L

4 //) Date:

Juan E. Espindola

Contract Specialist Public Works Department

112/17 Date:

CONTRACTO Bv Print Name: CRAIG RAPI

ESIDANT Title:

Date:

Βv

Print-Name:

City of San Diego License No.: B2011020090 State Contractor's License No.: 964028

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 100000485

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 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.

## 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.

# 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.

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## 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.

# Equal Benefits Ordinance Certification

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance

## **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 exe	cuted a contract with the City of !	San Diego, a municipal cor	poration, for:

## (Name of Project or Task)

as particularly described in said contract and identified as Bid No. **L-17-1490-JOC-2**; SAP No. (WBS/IO/CC) **11000322**; 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)

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	and that they have be	en disposed c	of according to	o all applica	ble laws and reg	gulations.	
Contractor ATTEST: State of County of On this DAY OF, 2, before the undersigned, a Notary Public in and for said	Dated this	E	DAY OF				
Contractor ATTEST: State of County of On this DAY OF, 2, before the undersigned, a Notary Public in and for said	By:						
State of County of On this DAY OF, 2, before the undersigned, a Notary Public in and for said							
On this DAY OF, 2, before the undersigned, a Notary Public in and for said	ATTEST:						
	State of		County of		• ••••••••••••••••••••••••••••••••••••		
County and State, duly commissioned and sworn, personally appeared					-		
	known to me to be th whose name is subsci						

Notary Public in and for said County and State

#### LIST OF SUBCONTRACTORS

#### \*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\* TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY\*\*\* SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, OBE, SDB, WOSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR		SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED@	CHECK IF JOINT VENTURE PARTNERSHIP
Name:							
Address:							
City:							
State:							
Zip:							
Phone:							
Email:							
Name:							
Address:							
City:							
State: Zip:							
Phone:							
Email:							
As appropriate, Bidder shall identify Subcon	Itractor as one of the	following and shall inc	lude a valid proof	f of certification (exce	ept for OBE, SLBE and	ELBE):	
Certified Minority Business Enterprise				Business Enterprise		, WB	E
Certified Disadvantaged Business Enterp	rise	DBE	Certified Disable	d Veteran Business E	nterprise	DVB	E
Other Business Enterprise		OBE	Certified Emergir	ng Local Business Ent	erprise	ELB	E
Certified Small Local Business Enterprise		SLBE	Small Disadvanta	iged Business		, SD	
Woman-Owned Small Business			HUBZone Busine	SS		HUBZon	e
Service-Disabled Veteran Owned Small Bu		SDVOSB					
As appropriate, Bidder shall indicate if Subc	ontractor is certified l						-
City of San Diego			State of California	a Department of Tra	nsportation	CALTRAN	5
California Public Utilities Commission		CPUC	City - 61 A.				٨
State of California's Department of Gener	al Services		City of Los Angele			L SB	
State of California		CA .	U.S. Smail Busine	ess Administration		28	A

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

#### NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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\*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\* TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY \*\*\* SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED@
Name:				in serve and <u>service</u>		
Address:						
City: State:						
Zip: Phone:						
Email:						
Name:						
Address:						
City: State:						
Zip: Phone:						
Email:						
As appropriate, Bidder shall identify Vendor/Supp					or OBE,SLBE and ELBE):	1
Certified Minority Business Enterprise	MB			iness Enterprise		WBE
Certified Disadvantaged Business Enterprise	DBE			eran Business Enterpr		DVBE
Other Business Enterprise	OBI			cal Business Enterpris	e	ELBE
Certified Small Local Business Enterprise	SLB		Disadvantaged	Business		SDB
Woman-Owned Small Business	- Wo		one Business		HU	JBZone
Service-Disabled Veteran Owned Small Busines		/OSB				
As appropriate, Bidder shall indicate if Vendor/Sup	oplier is certified by: CIT		of California Da	partmont of Transport	ation CAL	TRANS
City of San Diego California Public Utilities Commission	CPL			partment of Transport		CNLV112
State of California's Department of General Service			f Los Angeles			LA
State of California	CA		mall Business A			SBA

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

## **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

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
		······			
, 					
			,		

Contractor Name:\_\_\_\_\_

Certified By		Title
j	Name	
		Date
	Signature	

### USE ADDITIONAL FORMS AS NECESSARY

## 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		LITIGATION (Y/N)	Status	RESOLUTION/REMEDIAL ACTION TAKEN
					· · ·
		······································			

Contractor Name: Piperin Corporation

Certified By

Craig Barry Title President Nam Date <u>1/</u>17/17 S nature

USE ADDITIONAL FORMS AS NECESSARY

Bid Results for Project Job Order Contract (JOC) SLBE PS16 Right of Way Pipeline (L-17-1490-JOC-2) Issued on 12/14/2016 Bid Due on January 17, 2017 1:30 PM (Pacific) Exported on 01/19/2017

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286673 Piperin Corpo	ation 1185 Park Center Drive	Sulte S	Vista		92081	United States	Cralg Barry	760-305-7248	760-305-7253 craig@pipe p.com	rincor ELBE,PQUAL,CADI R,Local

# Craig Barry President 760-305-7248 craig@piperincorp.com

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File Title	File Name	File Type					
Contractor's Cert of Pending	Contractor's Cert of Pending Actions.pdf	General Attachments					
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Item Num	Section	ltem Code	Description	Unit of Measure	Quantity	Unit Price	Line Total
1	Main Bid		Adjustment Factor 1 (AF 1) Normal Working Hours	EA	0.8	1.1700	0.9360
2	Main Bid		Adjustment Factor 2 (AF 2) Non-Normal Working Hours	EA	0.2	1.2200	0.2440

Subtotal 1.1800 Total 1.1800

No Subcontractors