

City of San Diego

CONTRACTOR'S NAME: Moshiri Enterprises, dba Delta Builders
ADDRESS: 2235 Faraday Avenue, Carlsbad, CA 92008
TELEPHONE NO.: (760) 602-8484 **FAX NO.:** (760) 602-8444
CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491
P. Bowden/A. Rekani /mdw

BIDDING DOCUMENTS



FOR

JOB ORDER CONTRACT – (JOC) SLBE SS18 SITEWORK

BID NO.: L-19-1774-JOC-2
SAP NO. (WBS/IO/CC): 11000314
CLIENT DEPARTMENT: 2112
COUNCIL DISTRICT: CITYWIDE
PROJECT TYPE: IK, IJ

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
- ADDITIONAL FUNDING SOURCE REQUIREMENTS AS SPECIFIED IN EACH TASK FOR JOC CONTRACT

BID DUE DATE:

1:30 PM
AUGUST 29, 2018
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
525 B STREET, SUITE 750, MS 908A
SAN DIEGO, CA 92101

DEPUTY CITY ENGINEER

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

J Sh

Registered Engineer
For City Engineer

7-12-18

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 SS18 Sitework**. For additional information refer to Attachment A.
2. **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved Prequalified Contractor's List **and** SLBE-ELBE Construction Limited Competition Contractors List in accordance with the designation stated on the cover page. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$500,000**.
4. **BID DUE DATE AND TIME ARE: AUGUST 29, 2018 at 1:30 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D. Prevailing Wage Rates shall be based on the Task Request For Proposal Date.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are 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 JOC Task Order.
 - 7.3. The Bidders are strongly required to attend the Pre-Bid Meeting to better understand the requirements of this contract.
8. **PRE-BID MEETING:**
 - 8.1. Prospective Bidders are **required** to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. Failure to attend the Mandatory Pre-Bid Meeting may result in the Bid being deemed non-responsive. The Pre-Bid meeting is scheduled as follows:

Date: AUGUST 9, 2018
Time: 10:00 AM
Location: 525 B Street, Suite 750 (WADA Conference Room)
San Diego, California 92101

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

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

9. AWARD PROCESS:

- 9.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- 9.2. Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon 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 the 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 Director (or Designee) of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:

Public Works Contracts
525 B Street, Suite 750, MS 908A
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 with a Maximum Bidding Capacity of at least half of the Maximum Contract Amount prior to the bid submittal date. Bids from contractors who have not been pre-qualified as applicable 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.
- 1.3. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).
- 1.4. At no time can the aggregate dollar value of open Task Orders exceed the amount to which the Contractor has been pre-qualified.
- 1.5. If the Contractor is at its prequalification limit with open Task Orders, the Contractor may not be eligible for a new Task Order until they have completed prior Task Order(s), thus reducing the aggregate dollar value of open Tasks by the amount necessary to take on a new Task Order. The contractor may request that their prequalification limit be re-evaluated during the term of the contract.

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.

- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.

- 2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, 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 will 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. Important Note:** Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- 2.8. 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 in the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.
- 3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT**
- 3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

- 3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4.** The Bidder agrees to the construction of the project as described in Attachment “A–Scope of Work” for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
- 4. BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
- 5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**
- 5.1. Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City’s web-based vendor registration and bid management system. For additional information go to:
<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.
- 5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- 6. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, “Joint Venture Contractors” in The WHITEBOOK for details.
- 7. INSURANCE REQUIREMENTS:**
- 7.1.** 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.
- 7.2.** 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.

8. **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") http://www.greenbookspecs.org/	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-05
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	PWPI092816-07
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its option, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
10. **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.
11. **CONTRACT PRICING FORMAT:** This solicitation is for an Adjustment Factor type contract based on the Unit Price Book (UPB) and provisions as set forth herein.
- 11.1. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents at the pricing listed below. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening.

The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

- 11.2.** Contractor shall perform all Work required, necessary, and proper for or incidental to completing the Work called for in each individual Task Order issued under this Job Order Contract using the Unit Price Book (UPB) with the quoted adjustment factors.
- 11.3.** Adjustment factors are to be expressed to the fourth decimal place (for example: .1234). Failure to specify the adjustment factors to four (4) decimal places may result in the bid being deemed **non-responsive** and ineligible for further consideration.
- 11.4.** The Contractor shall perform all Work items called for in each Task Order's Scope of Work (SOW) and multiplied by the quoted adjustment factor for **Normal Working Hours** or **Other Than Normal Working Hours** as follows:
 - 11.4.1.** Pre-Priced items: In the quantities specified in the SOW and at the appropriate prices contained in the Unit Price Book.
 - 11.4.2.** Non-Pre-priced items: For the sum of the lowest prices obtained from the required number of competitive external quotes.

12. SUBCONTRACTOR INFORMATION:

- 12.1. 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 state the **DIR REGISTRATION NUMBER** for all subcontractors and 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.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 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 California

Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

- 12.2. 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), DIR REGISTRATION NUMBER** 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.
- 12.3. 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.
- 13. SUBMITTAL OF “OR EQUAL” ITEMS:** See Section 4-1.6, “Trade Names or Equals” in The WHITEBOOK and as amended in the SSP.
- 14. AWARD:**
- 14.1.** The Award of this contract is contingent upon the Contractor’s compliance with all conditions set forth herein and in the Notice of Intent to Award.
- 14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly signed Contract, bonds, and insurance documents.
- 14.3.** 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.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder’s attention is directed to Standard Specifications for Public Works Construction, Section 2-3, “SUBCONTRACTS” in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement may render the bid **non-responsive** and ineligible for award.
- 16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City’s website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.

- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a subproposal 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.
- 18. 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.
- 19. AWARD OF CONTRACT OR REJECTION OF BIDS:**
- 19.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 19.2.** Bidders shall complete the entire Bid schedule (also referred to as “schedule of prices” or Proposal form). Incomplete price schedules may be rejected as being nonresponsive.
- 19.3.** 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.
- 19.4.** 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.
- 19.5.** 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.
- 19.6.** 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.
- 19.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 19.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates or options as detailed herein.
- 20. BID RESULTS:**
- 20.1.** The availability of the bid results on the City’s eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low

bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The ranking and new apparent low bidder will be adjusted accordingly.

- 20.2.** To obtain Bid results, visit the City's eBidding site, request results via e-mail to the City Contact person listed in the cover page of this document; or by U.S. Postal Service by including a self-addressed, stamped envelope, referencing bid number. Bid results cannot be given over the telephone.

21. THE CONTRACT:

- 21.1.** 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.
- 21.2.** 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.
- 21.3.** 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.
- 21.4.** 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.
- 21.5.** The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 22. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, the JOC Unit Price Books, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (i.e., Bidding Documents). The submission of a Bid or JOC Task Order Proposal shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 23. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 23.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 23.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 23.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 23.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 23.5.** 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.
- 23.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 23.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 24. PRE-AWARD ACTIVITIES:**
- 24.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 24.2.** 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.

Issued in Duplicate

Premium will be adjusted
based on final contract price

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

Bond No.: 024074018

Premium: \$8,500.00

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Moshiri Enterprises, dba Delta Builders, a corporation, as principal, and The Ohio Casualty Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00)** for the faithful performance of the annexed contract, and in the sum of **Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00)** for the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

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

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

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

Dated September 13, 2018

Approved as to Form

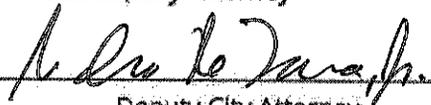
Moshiri Enterprises, dba Delta Builders

Principal

By 

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By 
Deputy City Attorney

The Ohio Casualty Insurance Company

Surety

By 
Cyndi Beilman, Attorney-in-fact

Approved:

By 
Juan J. Espindola
Contract Specialist
Public Works Department

790 The City Drive South, Ste. 200

Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

858-255-3988

Local Telephone No. of Surety

Premium \$ 8,500.00

Bond No: 024074018

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK:** This Notice Inviting Bids is for a Job Order Contract, a competitively bid, firm, fixed priced, indefinite quantity contract. The scope of work includes a collection of detailed repair and construction tasks and specifications that have pre-established unit prices listed in a Unit Price Book (UPB). The UPB pricing incorporates the use of experienced labor, high quality materials, local activity, climate and geographic factors. All work under this Contract will be performed for the City of San Diego. The work will involve the repair, alteration, modernization, maintenance, rehabilitation, reconstruction, or construction of City related paving, concrete, pedestrian ramps, landscaping, sidewalk, or other sitework included in a JOC Task Order. Under this Contract, the Contractor furnishes all management, documentation, design and incidental drawings (as required), labor, materials and equipment needed to perform the work.

 - 1.1.** The Work shall be performed in accordance with:

 - 1.1.1.** JOC Task Order and Scope of Work.
- 2. LOCATION OF WORK:** The location of the Work is as follows:

Refer to the Task Order Documents.
- 3. CONTRACT TERM:** The Contract Term is two (2) years or **730 Calendar Days** 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 completion of the associated Work shall not exceed five (5) years.

ATTACHMENT B
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ATTACHMENT D
PREVAILING WAGES

ATTACHMENT D

PREVAILING WAGES

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- 1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.
- 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.** Contractor and their subcontractors shall also 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 contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 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.
- 1.9.2.** 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 for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction

Management Professional until at least thirty (30) days after this information is provided to the City.

1.12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

1.12.1. Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)

1.12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

1.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor code section 1773.3).

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:
 - a) General Provisions (A) for all Contracts.
 - b) 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 "WHITEBOOK", 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.** To the "GREENBOOK", 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.

- 2-7 SUBSURFACE DATA.** To the "WHITEBOOK", 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.

- 2-9.1 Permanent Survey Markers.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. You shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. CMFS (or the private owner for Permit Work) shall perform the following:

- a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed.
- b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments.
- c) File a Corner Record or Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

ADD:

2-10 **AUTHORITY OF THE BOARD AND THE ENGINEER.** To the "GREENBOOK", Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress or sequence of work; requests for information (RFI), and interpretation of the Plans, Specifications, or other Contract Documents. This shall be precedent to any payment under the Contract. The Engineer shall be the single point of contact and shall be included in all communications.

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

2. The list of Separate Contractors includes:
 - a) Refer to Task Order documents.

2-14.3 **Coordination.** To the "WHITEBOOK", 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 "WHITEBOOK", 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 "WHITEBOOK", item 1, DELETE in its entirety.

SECTION 3 – CHANGES IN WORK

3-3.2.3 Markup. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Work paid under Allowance Bid items for permits, governmental fees, or direct payments specified in the Contract Documents shall not be subject to any markups.
2. The allowance for overhead and profit shall not exceed the values listed in the table below:

Component	Overhead	Profit
Labor	10%	10%
Material	10%	5%
Equipment	10%	5%

3. Markups for materials shall be applied to the actual cost of the material before applying the sales tax.
4. When a Subcontractor is performing Extra Work, the allowance for overhead and profit shall be applied to the labor, materials, and equipment costs of the Subcontractor as follows:
 - a) Regardless of the number of Subcontractor tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor’s portion of accumulated total cost.
 - b) If the accumulated costs of single or subsequent tasks exceed the \$50,000 threshold, you shall instead only apply 5% to any amounts in excess of the \$50,000.
 - c) You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.
 - d) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor’s Work once.

3-5.1 Claims. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

ADD:

3-5.1 Claims.

1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.

2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 Initiation of Claim.

1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
 - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
 - c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
 - d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

3-5.1.3 Settlement Meeting.

1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

3-5.1.4 City's Final Determination.

1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.5 Mandatory Assistance.

1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:
 - a) Providing professional consultations.
 - b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.5.1 Compensation for Mandatory Assistance.

1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.5, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

3-5.2.3 Selection of Mediator. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.

2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

3-5.3 Forum of Litigation. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

ADD:

3-5.4 Pre-judgment Interest.

1. The parties stipulate that if a judgment is entered against a party for breaching this Contract, the pre-judgment interest shall be two percent (2%) per annum.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.2 Inspection by the Agency. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The City will provide inspection and testing laboratory services within the continental United States within a 200-mile radius of the geographical limits of the City.

4-1.3.3 Inspection of Items Not Locally Produced. To the "WHITEBOOK", DELETE in its entirety.

ADD:

4-1.3.3

Inspection of Items Not Locally Produced. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.
2. This approval shall be obtained before producing any material or equipment. City Lab staff or inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.
3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
 - a) At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.
 - b) When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.
 - c) Federal Per Diem Rates can be determined at the location below:
<https://www.gsa.gov/portal/content/104877>
4. 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 "WHITEBOOK", 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 "WHITEBOOK", 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 "WHITEBOOK", ADD the following:

11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 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

5-1.1 General. To the "WHITEBOOK", ADD the following:

9. **90 Calendar Days** prior to any paving work, you shall notify the utility owner to provide them adequate time to adjust their utility box frame and cover to finish grade.

5-6 COOPERATION. To the "GREENBOOK", 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 the "WHITEBOOK", items 5, 9, 20, and 22, DELETE in their entirety and SUBSTITUTE with the following:

5. Monthly progress payments are contingent upon the submittal of an updated Schedule and cash flow forecast as discussed in item 22 of 6-1.1, "Construction Schedule" to the Engineer. The Engineer may refuse to recommend the whole or part of any monthly payment if, in the Engineer's opinion, your failure or refusal to provide the required Schedule and cash flow forecast information precludes a proper evaluation of your ability to complete the Project within the Contract Time and amount.
9. Inclusive to the Contract Time, include 15 Working Days to the Schedule for the generation of the Punchlist. You shall Work diligently to complete all Punchlist items within 30 Working Days after the Engineer provides the Punchlist.
20. When applicable, the number of **Calendar Days** for the Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT". Refer to the Task Order documents.

22. With every pay request, submit the following:
- a) An updated cash flow forecast showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
 - b) A curve value percentage comparison between the Contract Price and the updated cash flow forecast for each Project ID included in the Contract Documents. Curve values shall be set on a scale from 0% to 100% in intervals of 5% of the Contract Time. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice With Spend Curve** and use the format shown. Your invoice amounts shall be supported by this curve value percentage. For previous periods, use the actual values and percentages and update the curve value percentages accordingly. See “Cash Flow Curve Fitting Example” at the location below:

<https://www.sandiego.gov/publicworks/edocref>

6-2.1 Moratoriums. To the “WHITEBOOK”, 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.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 INSURANCE. To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

7-3 INSURANCE.

1. 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:

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

7-3.2.2 Commercial Automobile Liability Insurance.

1. You 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, agents and representatives 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 shall be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy 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 self-insured 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. To the "GREENBOOK", 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:

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

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which 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 "WHITEBOOK", ADD the following:

2. The City will obtain, at no cost to you, the following permits:
 - a) Refer to Task Order documents

ADD:

7-6 THE CONTRACTORS REPRESENTATIVE. To the "GREENBOOK", ADD the following:

1. Both the representative and alternative representative shall be employees of the Contractor and shall not be assigned to a Subcontractor unless otherwise approved by the City in writing.

7-10.6.2 Project Identification Sign. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The City shall provide 1 to 4 signs. Project signs shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1). Contact the Engineer to pick up the Project signs, install them at the Work location(s), and maintain them in a manner approved by the Engineer.

7-13.4 Contractor Standards and Pledge of Compliance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract is subject to City's Municipal Code §22.3004 as amended 10/29/13 by ordinance O-20316.
- 2.. You shall complete a Pledge of Compliance attesting under penalty of perjury that you complied with the requirements of this section.
3. You shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.
4. You shall require in each subcontract that the Subcontractor shall abide by the provisions of the City's Municipal Code §22.3004. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3004: The Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

ADD:

7-13.8 Equal Pay Ordinance.

1. You shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) in section 22.4801 through 22.4809, unless

compliance is not required based on an exception listed in SDMC section 22.4804.

2. You shall require all of your Subcontractors to certify compliance with the EPO in their written subcontracts.
3. You shall post a notice informing your employees of their rights under the EPO in the workplace or job site.
4. By signing this Contract with the City of San Diego, you acknowledge the EPO requirements and pledge ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

7-16.2.1 Public Notice by Contractor. To the "WHITEBOOK", ADD the following:

10. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1). Refer to Task Order documents.

7-20 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", ADD the following:

2. Virtual Project Manager shall be used on this Contract.

7-21.1 General. To the "WHITEBOOK", 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.

7-22.17 Monitoring of Potentially Petroleum Contaminated Soil. To the "WHITEBOOK", ADD the following:

5. The areas of known or suspected contamination are as follows:
 - a) Refer to Task Order documents.

SECTION 217 – BEDDING AND BACKFILL MATERIALS

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

TABLE 217-2.2

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Street or Surface Zone	From ground surface to 12" (300 mm) below pavement subgrade or ground surface	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork		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.

SECTION 302 – ROADWAY SURFACING

302-7.4 **Payment.** To the “WHITEBOOK”, 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 304 – METAL FABRICATION AND CONSTRUCTION

304-5 **PAYMENT.** To the “WHITEBOOK”, REVISE section “304-5” to “304-6”.

SECTION 600 - ACCESS

ADD:

600-1 GENERAL. To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. If the City's crews are unable to provide the citizens with the mandated services due to your failure to comply with these specifications, you shall collect trash, recyclables, and yard waste on the City's schedule and deliver to the City's designated locations. If you fail to perform this Work, you shall incur additional costs for the City to reschedule pick up of an area.

SECTION 700 - MATERIALS

700-9.1 Pedestrian Barricade. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A - GENERAL REQUIREMENTS

4.1 Nondiscrimination in Contracting Ordinance. To the "WHITEBOOK", 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 Job Order Contracts Appendices will be included with each Task Order

ATTACHMENT F
JOB ORDER CONTRACT

1. UNIT PRICE BOOK (UPB):

1.1. The UPB for the duration of this Job Order Contract (JOC) is comprised of the R.S. Means online library i.e., <http://www.rsmeansonline.com>.

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

1.2.1. When R.S. Means library has been specified in the SSP:

1.2.1.1. The Contractor shall subscribe to the R.S. Means library and shall use the estimating software to submit the Unit Detail Report and Unit Summary Report through the RS Means system. For bidding purposes, the contractor may access the online library on a limited basis by accessing the following website: <http://www.rsmeansonline.com>.

1.2.1.2. For Task Orders with Prevailing Wage requirements as indicated in the Task Order RFP, use RS Means Standard Union Labor Rates in the Task Order Proposals and Task Order change Proposals. Use the RS means pricing for the quarter that corresponds with the Task Order RFP issue date. Use the RS Means San Diego pricing for all Task Order Proposals. Use RS Means "Total O&P" price for all Pre-priced line items. Use the RS Means English Measurement System of units and the 2010 Master Format for all Task Order Proposals. The "Total O&P" price will be multiplied by the appropriate Adjustment Factor (Normal Working Hour or Other than Normal Working Hour).

1.2.1.3. Where possible, the Contractor shall use UPB line items that are inclusive of labor, material, and equipment. UPB line items that include dollar values for services, labor, material, and equipment are deemed to be inclusive of the services, labor, material and equipment required for completing the construction item. For each Task Order, the Contractor shall apply the appropriate labor rates, line items and quantities based on the scope of work required.

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

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

2.2. 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).

2.3. 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.

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

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

2.5. 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.

2.6. 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, 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, any computer printouts/plots, 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, 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.

2.7. 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. When using the RS Means online library, in preparing a Task Order Proposal, the Contractor shall use the R.S. Means quarterly prices in effect on the date that the Task Order RFP is issued. Once a particular Task Order has been approved and issued to the Contractor for performance there will not be any price adjustments considered for the completion of the Task Order.

4. CONTRACT 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. All work pursuant to any task order issued shall be completed within the time frame specified on the Task Order Notice to Proceed.

4.2 Task Assignment:

- i. 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 on-site between the City and the JOC contractor will be scheduled.
- ii. 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.
- iii. 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:

- i. 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.
- ii. 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.

- iii. The JOC contractor will be required to meet all deadlines and timelines established in the Task Order documents.
- iv. 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 Task Order 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 changes: Line items and quantities for unforeseen conditions and changes in the work may be requested through a Task Order changes 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 changes for scope changes and to claim credit for items not actually installed, completed, or cancelled.

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Moshiri Enterprises, dba Delta Builders , herein called "Contractor" for **Job Order Contract – (JOC) SLBE SS18 Sitework**; Bid No. **L-19-1774-JOC-2** for a Composite Adjustment Factor of **0.8874** comprised of **AF1 0.7096** and **AF2 0.1178**.

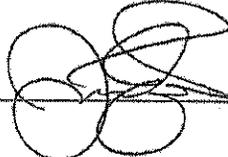
IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

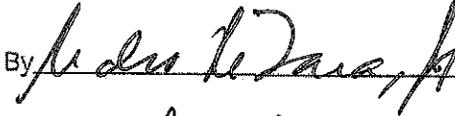
1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Job Order Contract – (JOC) SLBE SS18 Sitework**, on file in the office of the Public Works Contracts as Document No. **11000314**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Job Order Contract – (JOC) SLBE SS18 Sitework** Bid Number **L-19-1774-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 §22.3103 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By  _____
Print Name: Juan E. Espindola
Contract Specialist
Public Works Department

Mara W. Elliott, City Attorney
By  _____
Print Name: Pedro Delara, Jr.
Deputy City Attorney

Date: 12/28/2018

Date: 1/15/19

CONTRACTOR

By  _____
Print Name: MIR MOSHIRI

Title: PRESIDENT

Date: 09-03-2018

City of San Diego License No.: _____

State Contractor's License No.: 564882

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____

CERTIFICATIONS AND FORMS

The Bidder / Proposer, by submitting its electronic bid or proposal, 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 submission are true and correct.

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS 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 Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "Americans With Disabilities Act", of the project specifications, and that:

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

CONTRACTOR CERTIFICATION

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.

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

AFFIDAVIT OF DISPOSAL

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

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

Job Order Contract - (JOC) SLBE SS18 Sitework

(Project Title)

as particularly described in said contract and identified as Bid No. **L-19-1774-JOC-2**; SAP No. (WBS/IO/CC) **11000314**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

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, WBE, 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	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

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

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

***** 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	DIR Registration Number	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The 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**
- B. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**

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

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: Moshiri Enterprises, dba, Delta Builders

Certified By MIR MOSHIRI Title PRESIDENT.
Name

 Date 08/29/2018
Signature

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name	MOSHIRI ENTERPRISES			DBA	Delta Builders			
Street Address	2235 Faraday AVE #5	City	Carlsbad	State	Ca.	Zip	92008	
Contact Person, Title				Phone			Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	MIR MOSHIRI	Title/Position	PRESIDENT.
City and State of Residence	Carlsbad, Ca.	Employer (if different than Bidder/Proposer)	
Interest in the transaction	%100		

Name		Title/Position	
City and State of Residence		Employer (if different than Bidder/Proposer)	
Interest in the transaction			

* Use Additional Pages if Necessary *

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

MIR MOSHIRI		8/29/18
Print Name, Title	Signature	Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

Bid Results

Bidder Details

Vendor Name Moshiri Enterprises, dba Delta Builders
Address 2235 Faraday Avenue
 Carlsbad, CA 92008
 United States
Respondee Mir Moshiri
Respondee Title President
Phone 760-602-8484 Ext.
Email deltabuilders@aol.com
Vendor Type ELBE,CADIR,PQUAL,Local
License # 564882
CADIR 1000005170

Bid Detail

Bid Format Electronic
Submitted August 27, 2018 3:32:40 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 150559
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Attachments	Attachments-A & B08142018.pdf	General Attachment

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
Section 1						
1	Adjustment Factor 1 (AF 1) Normal Working Hours (NWH)	EA	0.8	\$0.89	\$0.71	
2	Adjustment Factor 2 (AF 2) Other Than Non-Normal Working Hours (ONHW)	EA	0.2	\$0.89	\$0.18	
Subtotal					\$0.89	
Total					\$0.89	