

City of San Diego

CONTRACTOR'S NAME: Southwest Traffic Signal Service

ADDRESS: 9201 Isaac St, Suite A, Santee, CA 92071

TELEPHONE NO.: 619-442-3343

FAX NO.: 619-442-4708

CITY CONTACT: Ron McMinn Contract Specialist, Email: RMcMinn@sandiego.gov

Phone No. (619) 533-4618

E. Wildberger / P. Bowden / LJI

BIDDING DOCUMENTS



FOR

JOB ORDER CONTRACT (JOC) SLBE TS19 STREET LIGHTING/TRAFFIC SIGNALS

BID NO.: L-19-1817-JOC-2

SAP NO. (WBS/IO/CC): 11000322

CLIENT DEPARTMENT: 2112

COUNCIL DISTRICT: CITYWIDE

PROJECT TYPE: IH, IN

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


APRIL 9, 2019

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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



Registered Engineer
For City Engineer

2-28-2019
Date

Seal:



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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 TS19 STREET LIGHTING/TRAFFIC SIGNALS**. 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: April 9, 2019 at 1:30 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D. For the purpose of determining which published prevailing wage rate to be used on each Task Order, use the date that the City issued to you the Request for Cost Proposal/Task Order.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City incorporated voluntary subcontractor participation to enhance competition and maximize subcontracting opportunities as follows:
 - 7.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for the Contract is 10.0% unless specified otherwise by the Task Order.
8. **AWARD PROCESS:**
 - 8.1. 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.
 - 8.2. 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.

- 8.3. 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.
- 8.4. The low Bid will be determined by the Base Bid alone.
- 8.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

9. SUBMISSION OF QUESTIONS:

- 9.1. The Director (or Designee) of 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 (7th Floor)
San Diego, California, 92101
Attention: Ron McMinn

OR:

RMcMinn@sandiego.gov

- 9.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 9.3. 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.
- 9.4. 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.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:

<https://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. 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™](#).

- 1.6. At no time can the aggregate dollar value of open Task Orders exceed the amount to which the Contractor has been pre-qualified.
- 1.7. 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, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.

- 2.6. 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:

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

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 Calendar Days after receiving the Contract forms.

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 within 5-4, “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/	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* https://www.sandiego.gov/publicworks/edocref/greenbook	2018	PWPI010119-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2018	PWPI010119-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-06

Title	Edition	Document Number
California Manual on Uniform Traffic Control Devices Revision 3 (CA MUTCD Rev 3) http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI030119-07
<p>NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml *Electronic updates to the Standard Drawings may also be found in the link above.</p>		

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 – Section 3-2, "SELF- PERFORMANCE", 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 4-6, "TRADE NAMES" 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 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA" and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications
- 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 3-9, 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 DrugFree 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.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Southwest Traffic Signal Service, a corporation, as principal, and Washington International Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Two Hundred Fifty Thousand Dollars and 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)

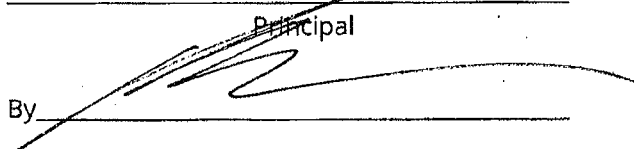
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated April 15, 2019

Approved as to Form

Southwest Traffic Signal Service, Inc.

Principal

By 

CLARK, RYAN T

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By 

Deputy City Attorney

Washington International Insurance Company

Surety

By 

Attorney-in-fact Sarah Myers

Approved:

By 

Stephen Samara

Principal Contract Specialist

Public Works Contracts

6 Hutton Center Dr., Ste. 850

Local Address of Surety

Santa Ana, CA 92707

Local Address (City, State) of Surety

(714) 513-6839

Local Telephone No. of Surety

Premium \$ 2,223.00

Bond No. 2254482

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego

On APR 15 2019 before me, Janice R. Martin, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

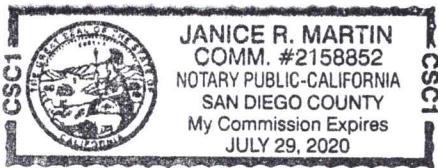
personally appeared Sarah Myers
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public **Janice R. Martin**



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

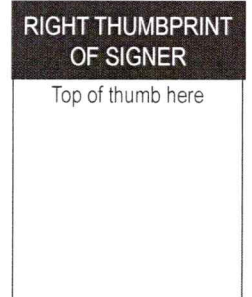
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: Surety Company

Signer's Name: _____

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



Signer is Representing: _____

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

LAWRENCE F. McMAHON, MARIA V. GUISE, SARAH MYERS, JANICE MARTIN

JAMES DANIEL CASTLE and RACHEL A. MULLEN

JOINTLY OR SEVERALLY

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

FIFTY MILLION (\$50,000,000.00) DOLLARS

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

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

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



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



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 7th day of April, 2017.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 7th day of April, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of April, 2019.

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

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK:** This Notice Inviting Bids is for a Job Order Contract, a competitively bid, fixed priced, indefinite quantity contract. The scope of work includes a collection of detailed repairs and construction tasks and specifications that have pre-established unit prices listed in a Unit Price Book (UPB). The UPB pricing incorporates the use of experienced labor, high quality materials, local activity, climate and geographic factors. All work under this Contract will be performed for the City of San Diego. The work will involve the repair alteration modernization, maintenance, rehabilitation, reconstruction, or construction of City facilities which may include trenching, underground conduit, saw cutting, demolition/install sidewalk or curb and gutter, pulling wires, install concrete/aluminum street lights, install luminaires, installation of intersection traffic signal system/ LED/mast arm, replacing signage and/or traffic striping, etc. or other work included in a JOC Task Order RFP. 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 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 the issuance of Tasks **and** completion of the associated Work shall not exceed five (5) years.

ATTACHMENT B
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ATTACHMENT C
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ATTACHMENT D
PREVAILING WAGE

PREVAILING WAGE

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 Prevailing Wage Unit at 858-627-3200.

- 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 **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.
 - b) General Provisions (C) for Job Order Contracting (JOC).

SECTION 1 – GENERAL, 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 OF THE WORK

- 2-2.1 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.

SECTION 3 – CONTROL OF THE WORK

- 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.

- 3-9 TECHNICAL STUDIES AND SUBSURFACE DATA.** To the "WHITEBOOK", ADD the following:

5. 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.

3-15.2 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.

3-15.3 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. Coordinate the Work with the adjacent projects as listed in the Task Order Documents.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.4 Specialty Inspection Paid for by the Contractor. To the "WHITEBOOK", ADD the following:

2. The specialty inspections required are listed as follows:
 - a) Refer to Task Order Documents.

4-3.6 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.

4-6 TRADE NAMES. 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 – LEGAL RELATIONS AND RESPONSIBILITIES

5-4 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

5-4 INSURANCE.

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

5-4.1 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.

5-4.2 Types of Insurance.

5-4.2.1 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

5-4.2.2 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.

5-4.3 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.

5-4.3.1 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.

5-4.4 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.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 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.

5-4.5.1.2 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.

5-4.5.1.3 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.

5-4.5.2 Commercial Automobile Liability Insurance.

5-4.5.2.1 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.

5-4.6 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.

5-4.7 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.

5-4.8 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.

5-4.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

5-4.11 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.

5-4.11.1. 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.

ADD:

5-10.1.3 Weekly Updates Recipients.

1. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

a) Refer to Task Order Documents.

5-10.2.1.1 Public Notice by Contractor. To the "WHITEBOOK", ADD the following:

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

5-13 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", ADD the following:

2. Virtual Project Manager shall be used on this Contract. For more information, refer to the VPM training videos at the location below:

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

5-15.16.1 Monitoring of Potentially Petroleum Contaminated Soil. To the "WHITEBOOK", ADD the following:

5. When applicable, the areas of known or suspected contamination will be specified in the Task Order Documents.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

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 below:
 - a) Refer to Task Order Documents.

6-3 TIME OF COMPLETION. To the "WHITEBOOK", ADD the following:

1. Refer to Task Order Documents. You shall complete the liner installation of all segments of sewer mains and the lateral reinstatements as verified by the Engineer within the specified number of **Working Days** from the date of NTP. Complete the remaining Work as part of this project, including lateral lining and post-lining CCTV video, within the remaining number of Working Days.

ADD:

6-6.1.1 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 400 – PROTECTION AND RESTORATION

402-6 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 700 – MATERIALS

700-5.1 Vehicle Detectors. To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

9. Loop wire shall be Type 2. Loop detector lead-in cable shall be Type “B”. Slots shall be filled with elastomeric sealant, epoxy sealant, or hot-melt rubberized asphalt sealant, except asphaltic emulsion loop sealant and cold tar loop sealant are acceptable if the pavement surface will receive an asphaltic concrete overlay.

SECTION 701 – CONSTRUCTION

ADD:

701-1.4 CCTV Camera Installation.

1. CCTV Camera shall meet material requirements specified in 700-10, “CCTV Camera Material Requirements”.
2. Furnish and install a closed-circuit television (CCTV) camera on a pole in accordance with the Plans and as confirmed by the City’s Resident Engineer.
3. Ensure that the installed equipment:
 - a) Provides unobstructed video images of the roadway, traffic, and other current conditions around a roadside CCTV field site.
 - b) Responds to camera control signals from the operator.
 - c) Is able to transmit video images to remote locations for observation.
4. Furnish and install the power supplies, local control equipment, and any other camera-related field electronic equipment and transient voltage surge suppressors within a pole- or base-mounted lockable cabinet. Ensure that the cabinet protects these electrical and electronic devices from rain, dust, dirt, and other harmful elements of nature.
5. Furnish and install all power, video, and data cables necessary to provide connection points for camera video and pan/tilt/zoom (PTZ) control signals within the cabinet. Furnish and install any and all ancillary equipment required to provide a complete and fully operational CCTV camera. Verify that all wiring meets National Electric Code (NEC) requirements where applicable.
6. Ensure that data and video cables from the pole or support structure to the camera are routed inside the mounting hardware and protected from exposure to the outside environment.
7. Coat the exterior of the dome-type enclosure’s lower half with a clear, rain repellent product prior to final acceptance.

701-1.4.1 Testing.

1. General.

- a) Subject the equipment covered by these specifications to a field acceptance test (FAT). Develop and submit a test plan to the City's Resident Engineer for review and approval. Ensure that the test plan demonstrates each and every functional requirement specified for the device or system under test. The City's Resident Engineer reserves the right to witness all tests.

2. Field Test Requirements.

- a) Perform local field operational tests at CCTV field sites according to the following:
- b) Verify that physical construction has been completed as specified
- c) Verify the quality and tightness of ground and surge protector
- d) Verify proper voltages for all power supplies and related power circuits.
- e) Verify all connections, including correct installation of communication and power cables.
- f) Verify that the video signal from the camera is present and of consistent quality at all connection points between the camera, the cabinet, and any video devices therein. Contractor to provide Ethernet switch, if necessary, and/or laptop to test CCTV.
- g) Exercise PTZ and focus in all directions and execute a minimum of three other unique programming commands to ensure that the communication link between the cabinet and the camera is functioning properly.

701-2 PAYMENT. To the "WHITEBOOK", ADD the following:

- 19. The payment for furnishing and installing (1) the pole foundation and base plate, (2) the conduit from the adjacent pull box into the pole foundation, (3) the signal pole, (4) the signal mast arm, and (5) the luminaire mast arm, shall be included in the following Bid items:
 - a) "Type 18-1-100 Pole and Foundation with 15' Signal Mast Arm"
 - b) "Type 19-1-100 Pole and Foundation with 15' Signal Mast Arm"
 - c) "Type 16-2-100 Pole and Foundation with 20' Signal Mast Arm"
 - d) "Type 17-2-100 Pole and Foundation with 20' Signal Mast Arm"
 - e) "Type 18-3-100 Pole and Foundation with 25' Signal Mast Arm"
 - f) "Type 19-3-100 Pole and Foundation with 25' Signal Mast Arm"
 - g) "Type 18-3-100 Pole and Foundation with 30' Signal Mast Arm"
 - h) "Type 19-3-100 Pole and Foundation with 30' Signal Mast Arm"
 - i) "Type 23-3-100 Pole and Foundation with 35' Signal Mast Arm"

- j) "Type 24-3-100 Pole and Foundation with 35' Signal Mast Arm"
- k) "Type 26-4-100 Pole and Foundation with 40' Signal Mast Arm"
- l) "Type 27-4-100 Pole and Foundation with 40' Signal Mast Arm"
- m) "Type 26-4-100 Pole and Foundation with 45' Signal Mast Arm"
- n) "Type 27-4-100 Pole and Foundation with 45' Signal Mast Arm"
- o) "Type 28-5-100 Pole and Foundation with 50' Signal Mast Arm"
- p) "Type 29-5-100 Pole and Foundation with 50' Signal Mast Arm"
- q) "Type 28-5-100 Pole and Foundation with 55' Signal Mast Arm"
- r) "Type 29-5-100 Pole and Foundation with 55' Signal Mast Arm"
- s) "Type 60-5-100 Pole and Foundation with 60' Signal Mast Arm"
- t) "Type 61-5-100 Pole and Foundation with 60' Signal Mast Arm"
- u) "Type 60-5-100 Pole and Foundation with 65' Signal Mast Arm"
- v) "Type 61-5-100 Pole and Foundation with 65' Signal Mast Arm"

20. The payment for furnishing and installing (1) the pole foundation and base plate, (2) the conduit from the adjacent pull box into the pole foundation, (3) the signal pole, (4) fully operational flashing beacon, and (5) the arm in the case of the Type 9 Pole, shall be included in the following Bid items:

- a) "Type 1-A pole with Solar Powered Flashing Beacon and Foundation"
- b) "Type 9 pole with Solar Powered Flashing Beacon and Foundation"

21. The payment for furnishing and installing (1) the pole foundation and base plate, (2) the conduit from the adjacent pull box into the pole foundation, (3) the signal or street light pole, and (4) the luminaire mast arm, shall be included in the following Bid items:

- a) "Type 15TS Street Light Pole and Foundation".
- b) "Type 15 Street Light Pole and Foundation"
- c) "Direct Burial Concrete Street Light Pole"

22. The payment for furnishing and installing (1) the pole foundation and base plate, (2) the conduit from the adjacent pull box into the pole foundation, (3) the signal or street light pole, (4) the luminaire mast arm, and (5) the luminaire(s), shall be included in the following Bid items:

- a) "Streetscape Pole Type P-A with Type A1 and Type A2 Luminaires"
- b) "Streetscape Pole Type P-AP with Type AP Luminaire"
- c) "Streetscape Pole Type P-C with Type C Luminaire"
- d) "Streetscape Pole Type P-CE/CL with Type C Luminaire"
- e) "Streetscape Pole Type P-G with five Type G Luminaires"
- f) "Streetscape Pole Type P-T with two Type T Luminaires"

23. The payment for furnishing and installing (1) the pole foundation and base plate, (2) the conduit from the adjacent pull box into the pole foundation, and (3) the signal pole shall be included in the following Bid items:
- a) "7 Foot Type 1-A Pole and Foundation"
 - b) "10 Foot Type 1-A Pole and Foundation"
 - c) "12 Foot Type 1-A Pole and Foundation"
 - d) "14 Foot Type 1-A Pole and Foundation"
 - e) "Pedestrian Pushbutton Post and Foundation"
24. The payment for furnishing and installing (1) the pole foundation and base plate, (2) the conduit from the adjacent pull box into the pole foundation, and (3) installing the street light pole and luminaire furnished by the City shall be included in the Bid item "Install City-Furnished Street Light Pole and Foundation with City-Furnished Luminaire".
25. The Payment for furnishing and installing pedestrian and/or vehicular signal heads and frame onto a traffic signal pole or its traffic signal mast arm, and furnishing and installing the wiring of the equipment back to the controller cabinet, shall be included in the following Bid items:
- a) "12" TV-1-T Vehicular Signal (3-section Head)"
 - b) "12" TV-2-T Vehicular Signal (3-Section Head)"
 - c) "12" SV-1-T Vehicular Signal (3-Section Head)"
 - d) "12" SV-2-TA or 12" SV-2-TB Vehicular Signal (3-Section Head)"
 - e) "12" SV-2-TA or 12" SV-2-TB Vehicular Signal (One 3-Section Head and One 5-Section Head)"
 - f) "12" SV-3-TA or 12" SV-3-TB Vehicular Signal (Two 3-Section Heads and One 5-Section Head)"
 - g) "12" MAS Vehicular Signal (3-Section Head)"
 - h) "12" MAS-4B or MAS-4C Vehicular Signal (4-Section Head)"
 - i) "12" MAS Programmed Visibility Vehicular Signal (3-Section Head)"
 - j) "TP-1-T Pedestrian Signal"
 - k) "TP-2-T Pedestrian Signal"
 - l) "SP-1-T Pedestrian Signal"
 - m) "SP-2-T Pedestrian Signal"
26. The Payment for furnishing and installing pedestrian signal heads on existing frame and furnishing and installing the wiring of the equipment back to the controller cabinet, shall be included in the Bid item "New Countdown Type Pedestrian Signal Head".
27. The Payment for furnishing and installing a luminaire and adaptive control node onto a traffic signal or street light pole's luminaire mast arm, and

furnishing and installing the wiring, splicing, and grounding of the luminaire back to the pull box adjacent to the pole, shall be included in the following Bid items:

- a) "Type X - 4000K LED Luminaire with Adaptive Control"
- b) "Type X - 3000K LED Luminaire with Adaptive Control"
- c) "Type Y-INT - 4000K LED Luminaire with Adaptive Control"
- d) "Type Y-MID - 4000K LED Luminaire with Adaptive Control"
- e) "Type Y-INT - 3000K LED Luminaire with Adaptive Control"
- f) "Type Y-MID - 3000K LED Luminaire with Adaptive Control"
- g) "Type Z-INT - 4000K LED Luminaire with Adaptive Control"
- h) "Type Z-MID - 4000K LED Luminaire with Adaptive Control"
- i) "Type Z-INT - 3000K LED Luminaire with Adaptive Control"
- j) "Type Z-MID - 3000K LED Luminaire with Adaptive Control"

28. The Payment for furnishing and installing signs onto a traffic signal pole or its traffic signal mast arm, shall be included in the following Bid Items:

- a) "Sign Mounted on Signal Mast Arm"
- b) "Sign Mounted on Signal Pole"

29. The payment for furnishing and installing an ADA pushbutton onto existing pole and wiring to the signal controller shall be included in the following Bid items:

- a) "ADA Pedestrian Pushbutton Assembly Type B with Pushbutton Sign"
- b) "ADA Pedestrian Pushbutton"

30. The payment for furnishing, installing, and programming an accessible pedestrian signal system with (1) Polara 2_wire Navigator APS Push Button Stations w/Type 800-59 Signs and metallic housings with a color that matches color no. 33538 of FED-STD-595 (2) a CCU II EN Control Unit, (3) a Monitoring Unit, and (4) a Configurator, furnishing and installing the wiring of the equipment back to the controller cabinet, shall be included in the following Bid items:

- a) "Polara Navigator Accessible Pedestrian Signal System with 2 Stations"
- b) "Polara Navigator Accessible Pedestrian Signal System with 4 Stations"
- c) "Polara Navigator Accessible Pedestrian Signal System with 6 Stations"
- d) "Polara Navigator Accessible Pedestrian Signal System with 8 Stations"

31. The payment for furnishing, and installing an Emergency Vehicle Preemption Equipment System with (1) two dual-input dual-output detectors, and (2) phase selector and discriminator assemblies, and furnishing and installing the optical detector cabling of the equipment back to the controller cabinet, shall be included in the Bid item "Emergency Vehicle Preemption System for 4-leg Intersection".

32. The payment for furnishing, and installing an Emergency Vehicle Preemption Equipment System with (1) one dual-input dual-output and one single-input single output detectors, and (2) phase selector and discriminator assemblies, and furnishing and installing the optical detector cabling of the equipment back to the controller cabinet, shall be included in the Bid item "Emergency Vehicle Preemption System for 3-leg Intersection".
33. The payment for furnishing, and installing an Emergency Vehicle Preemption Equipment System with (1) one dual-input dual-output detectors, and (2) phase selector and discriminator assemblies, and furnishing and installing the optical detector cabling of the equipment back to the controller cabinet, shall be included in the Bid item "Emergency Vehicle Preemption System for 2-leg Intersection".
34. The payment for furnishing and installing (1) the foundation, (2) the controller cabinet, (3) the conduits from the adjacent pull box into the cabinet foundation, and (4) the Controller Assembly per Section 700-3 and Table 700-3.1 of the City of San Diego Standard Specifications for Public Works Construction (the "WHITEBOOK") with all appurtenances necessary to provide a fully operational system and for furnishing and installing the wiring from the service meter to the controller cabinet, shall be included in the following Bid items:
 - a) "Type 332L Cabinet and Foundation with 2070 Controller Assembly"
 - b) "Type 332L Cabinet and Foundation with 170E Controller Assembly"
 - c) "Type 336L Cabinet and Foundation with 170E Controller Assembly"
35. The payment for furnishing and installing (1) the foundation, (2) the 332L/336L controller cabinet, (3) the conduits from the adjacent pull box into the cabinet foundation, and (4) relocating existing controller assembly and all auxiliary equipments shall be included in the following bid items:
 - a) "332L Cabinet and Construct Foundation"
 - b) "336L Cabinet and Construct foundation"
36. The payment for furnishing and installing (1) the foundation, (2) the meter pedestal, (3) the conduit(s) per SDG&E standards from the electrical service point to the meter pedestal foundation, and from the meter pedestal foundation to the adjacent City pull box, (4) the wiring per SDG&E standards from the electric service point to the meter pedestal, and (5) the 30 AMP and 50 AMP fuses, cartridges, and ground rod in the City pull box adjacent to the meter pedestal, shall be included in the Bid item "Type III-BF Meter Pedestal with Foundation".
37. The payment for trenching, furnishing, and installing of electrical conduits, pull ropes, conductors and pavement restoration of and adjacent to the trench shall be included in the following Bid items:
 - a) "3 Inch PVC Conduit in AC Pavement Per SDG&E Standards"

- b) "2 Inch PVC Conduit in AC Pavement Per City Standards"
- c) "3 Inch PVC Conduit in AC Pavement Per City Standards"
- d) "4 Inch PVC Conduit in AC Pavement Per City Standards"
- e) "Two 3 Inch and One 2 Inch PVC Conduits in Same Trench in Sidewalk Per City Standards"
- f) "Two 4 Inch and One 2 Inch PVC Conduits in Same Trench in Sidewalk Per City Standards"
- g) "2 Inch PVC Conduit in PCC Pavement Per City Standards"
- h) "3 Inch PVC Conduit in PCC Pavement Per City Standards"
- i) "Two 3 Inch PVC Conduits in Same Trench in PCC Pavement Per City Standards"
- j) "2 Inch PVC Conduit in Soil"
- k) "3 Inch PVC Conduit in Soil"
- l) "Two 3 Inch and One 2 Inch PVC Conduits in Same Trench in Soil Per City Standards"
- m) "Two 4 Inch and One 2 Inch PVC Conduits in Same Trench in Soil Per City Standards"

38. The payment for furnishing and installing of pull boxes and lids, shall be included in the following Bid items:

- a) "No. 3-1/2 Pull Box"
- b) "No. 3-1/2 (T) Pull Box"
- c) "No. 5 Pull box"
- d) "No. 5 (T) Pull box"
- e) "No. 6 Pull box"

39. The payment for removing and salvaging signal and/or street light equipment shall include surface restoration, pole base foundation, signal and/or mast arms, signal indications, and /or light fixtures, and shall be paid for in the following bid items:

- a) "Remove and Salvage Existing Signal Pole with Signal Mast Arm and Luminaire Mast Arm"
- b) "Remove and Salvage Existing Signal Pole with Signal Mast Arm and no Luminaire Mast Arm"
- c) "Remove and Salvage Existing Signal Pole with no Mast Arms"
- d) "Remove and Salvage Existing Type-9 Flashing Beacon Pole with Arm"
- e) "Remove and Salvage Existing Direct Burial Street Light"
- f) "Remove and Salvage Existing Street Light on a Foundation"
- g) "Remove Entire Street Light Foundation"

40. The payment for removing and salvaging signal equipment shall be paid for in the following Bid items:
 - a) "Remove and Replace Existing Vehicular or Pedestrian Signal Head on Signal Pole"
 - b) "Remove and Salvage Existing Vehicular Signal Head on Mast Arm"
 - c) "Remove and Salvage Existing Vehicular Signal Head(s) and Mounting Frame on Signal Pole"
 - d) "Remove and Salvage Existing Pedestrian Signal Head(s) and Mounting Frame"
 - e) "Remove and Salvage Existing Pedestrian Push Button"
41. The payment for removing and salvaging traffic sign and post, surface restoration, pole base foundation, and shall be paid for in the Bid item "Remove and Salvage Existing Sign and Post".
42. The payment for removing and reinstalling mast arm mounted traffic signs shall be paid in the Bid item "Remove and Salvage Existing Mast Arm Sign".
43. The payment for (1) furnishing and installing fiber optic cables into existing conduit, (2) installing new/existing fiber optic cables into controller cabinet shall be included in the bid item "Fiber Optic Cable in Existing Conduit"
44. The payment for furnishing and installing 6 Pair #22 SIC (Signal Interconnect Cables) into new/existing conduit shall be included in the bid item "6 Pair #22 SIC (Signal Interconnect Cables)".
45. The payment for furnishing and installing 12 Pair #22 SIC (Signal Interconnect Cables) into new/existing conduit shall be included in the bid item "12 Pair #22 SIC (Signal Interconnect Cables)".
46. The payment for furnishing and installing detector loops, detector lead-in cables back to the traffic controller shall be paid for in the following Bid items:
 - a) "Type E/Type E (Mod) Detector Loop"
 - b) "Type Q Detector Loop"
47. The payment for trenching, furnishing, and replacing of existing traffic detector loop conduit stub shall be paid for in the bid item "Traffic Detector Loop Conduit Stub Replacement".
48. The payment for furnishing, and installing Adaptive Control Node to existing streetlight or signal luminaire shall be paid for in the bid item "Adaptive Control Node".

49. The payment for furnishing, and installing HEB-AA Single-Pole Street Light Fuseholder and Fuse to streetlight or signal circuit shall be paid for in the bid item "HEB-AA Single-Pole Street Light Fuseholder (10 amp)".
50. The payment for furnishing, and installing HEX-AA Double-Pole Street Light Fuseholder and Fuse to streetlight or signal circuit shall be paid for in the bid item "HEX-AA Double-Pole Street Light Fuseholder (30 amp)".
51. The payment for furnishing, and installing a ground rod with the ground clamp, and grounding bushing to streetlight or signal circuit shall be paid for in the Bid item "Grounding Rods, size 3/4x8-10mil, Copper Coat".
52. The payment for furnishing, and installing a house side shield to streetlight luminaire per city standard shall be paid for in the following Bid items:
 - a) "House Side Shield for Type X"
 - b) "House Side Shield for Type Y"
 - c) "House Side Shield for Type Z"
53. The payment for furnishing and installing detector lead-in cable connecting existing traffic signal loops to controller shall be included in the Bid item "Detector Lead-in Cable".
54. The payment for furnishing and installing electrical conductors or cables into existing conduit shall be included in following the Bid items:
 - a) "3-Conductor Cable"
 - b) "5-Conductor Cable"
 - c) "12-Conductor Cable"
 - d) "#6 Conductor Cable"
 - e) "#8 Conductor Cable"
 - f) "#10 Conductor Cable"
 - g) "Fiber Optic Cable in Existing Conduit"
55. The payment for furnishing and installing a fully operational video detection system to the traffic signal shall be paid in the following Bid items:
 - a) "Video Detection System (1 Camera)"
 - b) "Video Detection System (2 Cameras)"
56. The payment for furnishing and installing a fully operational CCTV camera system to the traffic signal shall be paid in the Bid item "CCTV Camera system".
57. The payment for the additional processes and material to provide a painted traffic signal or street light pole shall be paid in bid item "Paint traffic signal or street light pole".

58. The payment for splicing fiber optic cables shall be paid in the following Bid items:
- a) "Splice 24 Strand Single Mode Fiber Optic Cable"
 - b) "Splice 84 Strand Single Mode Fiber Optic Cable"
 - c) "Splice 96 Strand Single Mode Fiber Optic Cable"
 - d) "Splice 288 Strand Single Mode Fiber Optic Cable"
 - e) "Splice 8 Strand Multi Fiber Optic Cable"
59. The payment for furnishing and installing Type K object markers and surface mounting shall be included in Bid item "Furnish & Install Type K marker sign & post".

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES

FOR JOC PROJECTS, TECHNICALS AND/OR APPENDICES MAY BE INCLUDED WITH THE TASK ORDER DOCUMENTS

ATTACHMENT F
JOB ORDER CONTRACT

1. UNIT PRICE BOOK (UPB):

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

1.1.1. The Contractor shall use the Job Order Contract Task # Proposal form for bidding purposes incorporated into the Contract Documents.

2. BID PRICE SUBMITTAL: Each Bidder shall submit 2 Adjustment Factors which shall apply to Pre-priced and Non-Pre-priced work items as follows:

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

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

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

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

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

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

2.4. The Bidder's Adjustment Factors shall include allowances for all costs associated with and incidental to either self-performed or subcontracted Work in accordance with 2-1, "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, all federal, state and local taxes, and the cost of doing business in and for the City.

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

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

4. Compliance with laws.

5. Costs to prepare estimates, proposals, submittals, 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.
- 2.5.** No allowance or payment will be made later for any prices other than UPB or NPP Item unit prices.
- 3. PRICE ADJUSTMENT:** The Adjustment Factors shall be firm for 2 years (730 days) from the Contract Award Date. 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 \$5,000 up to a potential maximum value of total work (Maximum Contract Amount) of \$500,000. The term of the Contract is 24 months for the issuance of Task Orders or the expenditure of the \$500,000 maximum contract amount, whichever occurs first.
- 4.2. Task Assignment:**
- 4.2.1.** As the need for work arises, the City will assign Task Orders by sending to the JOC contractor a Task Order Scope of Work. A Scope Meeting to take place on-site between the City and the JOC contractor will be scheduled.
- 4.2.2.** The JOC contractor must accept and complete **ALL** Task Orders assigned to them by the City. JOC contractors may not opt-out or decline to accept a Task Order. JOC contractors who decline to accept a Task Order will be considered in breach of this contract and may be defaulted.
- 4.2.3.** JOC Contracts are indefinite in quantity and scope at the time of bid. Task Orders will be assigned or issued as the need arises for the Work. The work items in the UPB with pre-established pricing are called Pre-Priced Items. Task Orders may also include Non-pre-priced Items that are not included in the

UPB. The Contractor will be required to obtain at least 2 competitive quotes from outside sources for all Non-Pre-priced Items.

4.3. Task Order Proposal:

4.3.1. The JOC contractor shall then present an estimate for the Task Order scope of work using any appropriate pre-priced and non-pre-priced items. The JOC contractor shall, as requested by the City, prepare a proposal, reports, or both in electronic format or as directed by the City, and submit them to the City's Project Manager within the time frame established in the Task Order.

4.3.2. Upon receipt of the Contractor's estimate or proposal, the City will compare it to the City's estimate of costs for the scope of work. If the JOC contractor's proposal is deemed acceptable, the City may release the Task Order by issuing NTP at the agreed-upon price.

4.3.3. The JOC contractor will be required to meet all deadlines and timelines established in the Task Order documents.

4.3.4. If the City does not accept the Proposal, the City and the Contractor may negotiate the proposal until an agreement is reached.

4.4. Task Order Price: Task Order prices are calculated by selecting applicable construction items from the UPB and multiplying the prices for those construction items by the appropriate quantities and Adjustment Factors in effect as of the date of the 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.

City's Unit Price Book (UPB)

I/We agree to the construction of **Job Order Contract (JOC) SLBE TS19 Street Lighting/Traffic Signals** at various locations for the City of San Diego, in accordance with these contract documents for the prices listed below multiplied by the Adjustment Factor (AF):

BASE BID

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
1	1	AL	237310	2-2.3	WB	Caltrans Encroachment Permit (EOC Type I)	Per Task Order
2	1	LS	238910	300-1.4	WB	Clearing and Grubbing	Per Task Order
3	1	CY	237310	401-7	WB	Additional Pavement Removal & Disposal	\$80.00
4	1	CY	237310	300-2.9	GB	Excavate and Export (Unclassified)	\$120.00
5	1	EA	237310	403-5	WB	Adjust Existing Manhole Frame and Cover to Grade	\$500.00
6	1	EA	237310	403-5	WB	Adjust Existing Gate Valve Frame and Cover to Grade	\$55.00
7	1	EA	237310	403-5	SSP	Adjust Pull Box to Grade	\$500.00
8	1	EA	238210	404-12	SSP	Type E/Type E (Mod) Detector Loop	\$450.00
9	1	EA	238210	404-12	SSP	Type Q Detector Loop	\$450.00
10	1	EA	238210	404-12	SSP	Traffic Detector Loop Conduit Stub Replacement	\$200.00
11	1	TON	237310	404-12	GB	Road Hump	\$63.00
12	1	SF	237310	404-12	WB	Cold Mill AC Pavement (0 inch - 1½ inch)	\$0.35
13	1	SF	237310	404-12	WB	Cold Mill AC Pavement (> 1½ inch - 3 inch)	\$0.40
14	1	SF	237310	404-12	WB	Cold Mill AC Pavement (> 3 inch)	\$0.50
15	1	SF	237310	404-12	WB	Cold Milling of Additional Asphalt Concrete with Pavement Fabric Material	\$3.00
16	1	LF	237310	404-12	WB	Removal of Humps & Pavement Irregularities	\$50.00
17	1	LB	237310	302-15.5	WB	Crack Seal	\$2.00
18	1	TON	237310	301-1.7	WB	Asphalt Pavement Repair	\$80.00

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
19	1	TON	237310	301-1.7	WB	Miscellaneous Asphalt Patching	\$80.00
20	1	TON	237310	302-5.9	WB	Asphalt Concrete	\$79.00
21	1	TON	237310	302-7.4	WB	Asphalt Concrete ½ Inch Leveling Course	\$89.50
22	1	CY	238910	302-6.8	GB	Concrete Pavement 1.5 Inch thick)	\$150.00
23	1	CY	238910	302-6.8	GB	Concrete Pavement 2 Inch thick)	\$175.00
24	1	CY	238910	302-6.8	GB	Concrete Pavement 3 Inch thick)	\$200.00
25	1	CY	237310	302-6.8	GB	Bus Stop Pad	\$10.00
26	1	SY	237310	302-7.4	WB	Pavement Fabric	\$10.00
27	1	LF	237310	303-5.9	GB	Curb and Gutter (6 Inch Curb, Type G)	\$57.23
28	1	LF	237310	303-5.9	GB	Curb and Gutter (6 Inch Curb, Type H)	\$57.23
29	1	LF	237310	303-5.9	GB	Curb and Gutter (Type B-1)	\$50.07
30	1	LF	237310	303-5.9	GB	Curb and Gutter (Type B-2)	\$57.23
31	1	LF	237310	303-5.9	GB	Curb and Gutter (Type B-3)	\$57.23
32	1	LF	237310	303-5.9	GB	Curb and Gutter (Type B-4)	\$57.23
33	1	EA	237310	303-5.9	WB	Contractor Date Stamps and Impressions	\$100.00
34	1	SF	237310	303-5.9	WB	Remove and Replace Existing Sidewalk	\$15.00
35	1	LF	237310	303-5.9	WB	Additional Curb and Gutter Removal and Replacement	\$70.00
36	1	LF	237310	303-5.9	GB	Curb and Gutter (Rolled)	\$50.00
37	1	SF	237310	303-5.9	GB	Cross Gutter	\$12.00
38	1	SF	237310	303-5.9	GB	Alley Apron	\$9.00
39	1	EA	237310	303-5.10.2	WB	Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	\$5,436.38
40	1	EA	237310	303-5.10.2	WB	Curb Ramp (Case A) with Stainless Steel Detectable Warning Tiles	\$ 5,436.38
41	1	EA	237310	303-5.10.2	WB	Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	\$5,007.19
42	1	EA	237310	303-5.10.2	WB	Curb Ramp (Case B) with Stainless Steel Detectable Warning Tiles	\$ 5,007.19

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
43	1	EA	237310	303-5.10.2	WB	Curb Ramp (Type C) with Stainless Steel Detectable Warning Tiles	\$5,436.38
44	1	EA	237310	303-5.10.2	WB	Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles	\$4,291.88
45	1	LF	237310	303-5.10.2	WB	Installation of Detectable Warning Tiles	\$6.50
46	1	SF	237310	303-5.9	GB	PCC Sidewalk	\$4.75
47	1	CY	237310	303-6.1.2	WB	Colored Concrete	\$600.00
48	1	CY	237310	303-8.10	GB	Pervious Concrete	\$720.00
49	1	LF	238110	303-1.12	GB	Gravity Retaining Wall - Concrete, Type A (SDRSD C-9) 0-1.5'	\$50.00
50	1	LF	238110	303-1.12	GB	Gravity Retaining Wall - Concrete, Type A (SDRSD C-9) 1.5'-2'	\$65.00
51	1	LF	238110	303-1.12	GB	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 0-3'	\$150.00
52	1	LF	238110	303-1.12	GB	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 3-4'	\$230.00
53	1	LF	238110	303-1.12	GB	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 4-5'	\$320.00
54	1	LF	238110	303-1.12	GB	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 5-6'	\$420.00
55	1	LF	238110	303-1.12	GB	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 0-3'	\$115.00
56	1	LF	238110	303-1.12	GB	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 3-4'	\$180.00
57	1	LF	238110	303-1.12	GB	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 4-5'	\$260.00
58	1	LF	238110	303-1.12	GB	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 5-6'	\$340.00
59	1	CY	237110	306-15.1	WB	Additional Bedding	\$20.00
60	1	TON	237310	306-15.9	GB	Temporary Resurfacing	\$100.00
61	1	TON	237110	306-15.11	WB	Imported Trench Backfill	\$30.00
62	1	FT	237110	306-15.1	GB	Sidewalk Underdrain Pipe (3" to 6" Diameter)	\$100.00
63	1	EA	238210	701-2	SSP	Type 15 Street Light Pole and Foundation	\$4,200.00
64	1	EA	238210	701-2	SSP	Type 15TS Street Light Pole and Foundation	\$4,500.00
65	1	EA	238210	701-2	SSP	Direct Burial Concrete Street Light Pole	\$4,000.00
66	1	EA	238210	701-2	SSP	Install City-Furnished Street Light Pole and Foundation with City-Furnished Luminaire	\$3,000.00

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
67	1	EA	238210	701-2	SSP	Streetscape Pole Type P-A with Type A1 and Type A2 Luminaires	\$8,000.00
68	1	EA	238210	701-2	SSP	Streetscape Pole Type P-AP with Type AP Luminaire	\$8,000.00
69	1	EA	238210	701-2	SSP	Streetscape Pole Type P-C with Type C Luminaire	\$8,000.00
70	1	EA	238210	701-2	SSP	Streetscape Pole Type P-CE/CL with Type C Luminaire	\$8,000.00
71	1	EA	238210	701-2	SSP	Streetscape Pole Type P-G with five Type G Luminaires	\$11,002.19
72	1	EA	238210	701-2	SSP	Streetscape Pole Type P-T with two Type T Luminaires	\$8,000.00
73	1	EA	238210	701-2	SSP	Type X - 4000K LED Luminaire with Adaptive Control	\$1,000.00
74	1	EA	238210	701-2	SSP	Type X - 3000K LED Luminaire with Adaptive Control	\$1,000.00
75	1	EA	238210	701-2	SSP	Type Y-INT - 4000K LED Luminaire with Adaptive Control	\$1,200.00
76	1	EA	238210	701-2	SSP	Type Y-MID - 4000K LED Luminaire with Adaptive Control	\$1,200.00
77	1	EA	238210	701-2	SSP	Type Y-INT - 3000K LED Luminaire with Adaptive Control	\$1,200.00
78	1	EA	238210	701-2	SSP	Type Y-MID - 3000K LED Luminaire with Adaptive Control	\$1,200.00
79	1	EA	238210	701-2	SSP	Type Z-INT - 4000K LED Luminaire with Adaptive Control	\$1,500.00
80	1	EA	238210	701-2	SSP	Type Z-MID - 4000K LED Luminaire with Adaptive Control	\$1,500.00
81	1	EA	238210	701-2	SSP	Type Z-INT - 3000K LED Luminaire with Adaptive Control	\$1,500.00
82	1	EA	238210	701-2	SSP	Type Z-MID - 3000K LED Luminaire with Adaptive Control	\$1,500.00
83	1	EA	238210	701-2	SSP	Adaptive Control Node	\$300.00
84	1	EA	238210	701-2	SSP	HEB-AA Single-Pole Street Light Fuseholder (10 amp)	\$51.78
85	1	EA	238210	701-2	SSP	HEX-AA Double-Pole Street Light Fuseholder (30 amp)	\$83.11
86	1	EA	238210	701-2	SSP	House Side Shield for Type X	\$500.00
87	1	EA	238210	701-2	SSP	House Side Shield for Type Y	\$500.00
88	1	EA	238210	701-2	SSP	House Side Shield for Type Z	\$500.00
89	1	LF	238210	701-2	SSP	3 Inch PVC Conduit in AC Pavement Per SDG&E Standards	\$50.00
90	1	LF	238210	701-2	SSP	2 Inch PVC Conduit in AC Pavement Per City Standards	\$40.00
91	1	LF	238210	701-2	SSP	3 Inch PVC Conduit in AC Pavement Per City Standards	\$50.00
92	1	LF	238210	701-2	SSP	4 Inch PVC Conduit in AC Pavement Per City Standards	\$60.00

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
93	1	LF	238210	701-2	SSP	Two 3 Inch and One 2 Inch PVC Conduits in Same Trench in Sidewalk Per City Standards	\$80.00
94	1	LF	238210	701-2	SSP	Two 4 Inch and One 2 Inch PVC Conduits in Same Trench in Sidewalk per City Standards	\$100.00
95	1	LF	238210	701-2	SSP	2 Inch PVC Conduit in PCC Pavement Per City Standards	\$60.00
96	1	LF	238210	701-2	SSP	3 Inch PVC Conduit in PCC Pavement Per City Standards	\$70.00
97	1	LF	238210	701-2	SSP	Two 3 Inch PVC Conduits in Same Trench in PCC Pavement Per City Standards	\$90.00
98	1	LF	238210	701-2	SSP	2 Inch PVC Conduit in Soil	\$15.00
99	1	LF	238210	701-2	SSP	3 Inch PVC Conduit in Soil	\$20.00
100	1	LF	238210	701-2	SSP	Two 3 Inch and One 2 Inch PVC Conduits in Same Trench in Soil Per City Standards	\$35.00
101	1	LF	238210	701-2	SSP	Two 4 Inch and One 2 Inch PVC Conduits in Same Trench in Soil per City Standards	\$45.00
102	1	EA	238210	701.2	SSP	Install Conduit into Exist. Pull Box (CB)	\$250.00
103	1	EA	238210	701-2	SSP	332L Cabinet and Construct Foundation	\$3,000.00
104	1	EA	238210	701-2	SSP	336L Cabinet and Construct Foundation	\$3,000.00
105	1	EA	238210	701-2	SSP	Type 332L Cabinet and Foundation with 2070 Controller Assembly	\$19,000.00
106	1	EA	238210	701-2	SSP	Type 332L Cabinet and Foundation with 170E Controller Assembly	\$18,000.00
107	1	EA	238210	701-2	SSP	Type 336L Cabinet and Foundation with 170E Controller Assembly	\$18,000.00
108	1	LF	238210	701-2	SSP	3-Conductor Cable	\$1.50
109	1	LF	238210	701-2	SSP	5-Conductor Cable	\$2.00
110	1	LF	238210	701-2	SSP	12-Conductor Cable	\$2.50
111	1	LF	238210	701-2	SSP	#6 Conductor Cable	\$2.04
112	1	LF	238210	701-2	SSP	#8 Conductor Cable	\$1.70
113	1	LF	238210	701-2	SSP	#10 Conductor Cable	\$1.50
114	1	EA	238210	701-2	SSP	Grounding Rods, size 3/4x8-10mil, Copper Coat	\$100.00
115	1	LF	238210	701-2	SSP	Detector Lead-In Cable	\$1.36

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
116	1	LF	238210	701-2	SSP	6 Pair #22 SIC (Signal Interconnect Cables)	\$2.04
117	1	LF	238210	701-2	SSP	12 Pair #22 SIC (Signal Interconnect Cables)	\$2.73
118	1	EA	238210	701-2	SSP	No. 3-1/2 Pull Box	\$700.00
119	1	EA	238210	701-2	SSP	No. 3-1/2 (T) Pull Box	\$800.00
120	1	EA	238210	701-2	SSP	No. 5 Pull Box	\$900.00
121	1	EA	238210	701-2	SSP	No. 5 (T) Pull Box	\$1,200.00
122	1	EA	238210	701-2	SSP	No. 6 Pull Box	\$1,000.00
123	1	EA	238210	701-2	SSP	7 Foot Type 1-A Pole and Foundation	\$1,610.00
124	1	EA	238210	701-2	SSP	10 Foot Type 1-A Pole and Foundation	\$1,710.00
125	1	EA	238210	701-2	SSP	12 Foot Type 1-A Pole and Foundation	\$1,810.00
126	1	EA	238210	701-2	SSP	14 Foot Type 1-A Pole and Foundation	\$1,910.00
127	1	EA	238210	701-2	SSP	Type 18-1-100 Pole and Foundation with 15' Signal Mast Arm	\$10,650.00
128	1	EA	238210	701-2	SSP	Type 19-1-100 Pole and Foundation with 15' Signal Mast Arm	\$11,700.00
129	1	EA	238210	701-2	SSP	Type 16-2-100 Pole and Foundation with 20' Signal Mast Arm	\$11,280.00
130	1	EA	238210	701-2	SSP	Type 17-2-100 Pole and Foundation with 20' Signal Mast Arm	\$12,260.00
131	1	EA	238210	701-2	SSP	Type 18-3-100 Pole and Foundation with 25' Signal Mast Arm	\$12,540.00
132	1	EA	238210	701-2	SSP	Type 19-3-100 Pole and Foundation with 25' Signal Mast Arm	\$13,240.00
133	1	EA	238210	701-2	SSP	Type 18-3-100 Pole and Foundation with 30' Signal Mast Arm	\$12,540.00
134	1	EA	238210	701-2	SSP	Type 19-3-100 Pole and Foundation with 30' Signal Mast Arm	\$13,240.00
135	1	EA	238210	701-2	SSP	Type 23-3-100 Pole and Foundation with 35' Signal Mast Arm	\$13,380.00
136	1	EA	238210	701-2	SSP	Type 24-3-100 Pole and Foundation with 35' Signal Mast Arm	\$14,080.00
137	1	EA	238210	701-2	SSP	Type 26-4-100 Pole and Foundation with 40' Signal Mast Arm	\$16,740.00
138	1	EA	238210	701-2	SSP	Type 27-4-100 Pole and Foundation with 40' Signal Mast Arm	\$14,780.00
139	1	EA	238210	701-2	SSP	Type 26-4-100 Pole and Foundation with 45' Signal Mast Arm	\$16,740.00
140	1	EA	238210	701-2	SSP	Type 27-4-100 Pole and Foundation with 45' Signal Mast Arm	\$14,780.00
141	1	EA	238210	701-2	SSP	Type 28-5-100 Pole and Foundation with 50' Signal Mast Arm	\$16,600.00
142	1	EA	238210	701-2	SSP	Type 29-5-100 Pole and Foundation with 50' Signal Mast Arm	\$18,420.00

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
143	1	EA	238210	701-2	SSP	Type 28-5-100 Pole and Foundation with 55' Signal Mast Arm	\$17,300.00
144	1	EA	238210	701-2	SSP	Type 29-5-100 Pole and Foundation with 55' Signal Mast Arm	\$19,120.00
145	1	EA	238210	701-2	SSP	Type 60-5-100 Pole and Foundation with 60' Signal Mast Arm	\$26,820.00
146	1	EA	238210	701-2	SSP	Type 61-5-100 Pole and Foundation with 60' Signal Mast Arm	\$29,480.00
147	1	EA	238210	701-2	SSP	Type 60-5-100 Pole and Foundation with 65' Signal Mast Arm	\$33,120.00
148	1	EA	238210	701-2	SSP	Type 61-5-100 Pole and Foundation with 65' Signal Mast Arm	\$35,780.00
149	1	EA	238210	701-2	SSP	12" TV-1-T Vehicular Signal (3-Section Head)	\$974.19
150	1	EA	238210	701-2	SSP	12" TV-2-T Vehicular Signal (3-Section Head)	\$1,400.00
151	1	EA	238210	701-2	SSP	12" SV-1-T Vehicular Signal (3-Section Head)	\$800.00
152	1	EA	238210	701-2	SSP	12" SV-2-TA or 12" SV-2-TB Vehicular Signal (3-Section Head)	\$1,300.00
153	1	EA	238210	701-2	SSP	12" SV-2-TA or 12" SV-2-TB Vehicular Signal (One 3-Section Head and One 5-Section Head)	\$1,600.00
154	1	EA	238210	701-2	SSP	12" SV-3-TA or 12" SV-3-TB Vehicular Signal (Two 3-Section Heads and One 5-Section Head)	\$1,962.00
155	1	EA	238210	701-2	SSP	12" MAS Vehicular Signal (3-Section Head)	\$885.63
156	1	EA	238210	701-2	SSP	12" MAS-4B or MAS-4C Vehicular Signal (4-Section Head)	\$1,117.25
157	1	EA	238210	701-2	SSP	12" MAS Programmed Visibility Vehicular Signal (3-Section Head)	\$2,180.00
158	1	EA	238210	701-2	SSP	TP-1-T Pedstrian Signal	\$735.75
159	1	EA	238210	701-2	SSP	TP-2-T Pedstrian Signal	\$1,144.50
160	1	EA	238210	701-2	SSP	SP-1-T Pedstrian Signal	\$700.00
161	1	EA	238210	701-2	SSP	SP-2-T Pedstrian Signal	\$1,000.00
162	1	EA	238210	701-2	SSP	Pedstrian Pushbutton Post and Foundation	\$1,000.00
163	1	EA	238210	701-2	SSP	Polara Navigator Accessible Pedestrian Signal System with 2 Stations	\$6,000.00
164	1	EA	238210	701-2	SSP	Polara Navigator Accessible Pedestrian Signal System with 4 Stations	\$8,000.00
165	1	EA	238210	701-2	SSP	Polara Navigator Accessible Pedestrian Signal System with 6 Stations	\$10,000.00
166	1	EA	238210	701-2	SSP	Polara Navigator Accessible Pedestrian Signal System with 8 Stations	\$12,000.00
167	1	EA	238210	701-2	SSP	ADA Pedestrian Pushbutton	\$180.00
168	1	EA	238210	701-2	SSP	ADA Pedestrian Pushbutton Assembly Type B with Pushbutton Sign	\$200.00

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
169	1	EA	238210	701-2	SSP	Emergency Vehicle Preemption System for 4-leg Intersection	\$9,500.00
170	1	EA	238210	701-2	SSP	Emergency Vehicle Preemption System for 3-leg Intersection	\$8,500.00
171	1	EA	238210	701-2	SSP	Emergency Vehicle Preemption System for 2-leg Intersection	\$8,500.00
172	1	EA	238210	701-2	SSP	Video Detection System (1 Camera)	\$7,000.00
173	1	EA	238210	701-2	SSP	Video Detection System (2 Cameras)	\$10,000.00
174	1	EA	238210	701-2	SSP	CCTV Camera system	\$6,500.00
175	1	EA	238210	701-2	SSP	Type 1-A pole with Solar Powered Flashing Beacon and Foundation	\$2,030.00
176	1	EA	238210	701-2	SSP	Type 9 pole with Solar Powered Flashing Beacon and Foundation	\$8,190.00
177	1	EA	238210	701-2	SSP	12" MAT (1-Section) with Red L.E.D.	\$384.23
178	1	EA	238210	701-2	SSP	Paint traffic signal or street light pole	\$1,021.88
179	1	EA	238210	701-2	SSP	Splice 24 Strand Single Mode Fiber Optic Cable	\$3,828.63
180	1	EA	238210	701-2	SSP	Splice 84 Strand Single Mode Fiber Optic Cable	\$4,785.10
181	1	EA	238210	701-2	SSP	Splice 96 Strand Single Mode Fiber Optic Cable	\$6,534.55
182	1	EA	238210	701-2	SSP	Splice 288 Strand Single Mode Fiber Optic Cable	\$12,500.94
183	1	EA	238210	701-2	SSP	Splice 8 Strand Multi Fiber Optic Cable	\$3,828.63
184	1	LF	238210	701-2	SSP	Fiber Optic Cable in Existing Conduit	\$5.00
185	1	EA	238210	701-2	SSP	Terminate 8 Strand Multi-Mode Fiber Optic Cable to Existing Patch Panel	\$2,207.25
186	1	EA	237310	701-2	SSP	Pedestrian Barricade	\$3,000.00
187	1	EA	237310	701-2	SSP	Curb Ramp Barricade	\$2,500.00
188	1	EA	238210	701-2	SSP	Remove Existing Street Light	\$2,000.00
189	1	EA	238210	701-2	SSP	New Countdown Type Pedestrian Signal Head	\$125.00
190	1	EA	238210	701-2	SSP	Install 2" or 3" conduit into existing pull box	\$250.00
191	1	EA	238210	701-2	SSP	Removal of pull boxes	\$150.00
192	1	EA	238210	701-2	SSP	Astro Bracket for MAS mounting 1 (AB-3035-62-PNC)	\$200.00
193	1	EA	238210	701-2	SSP	Astro Bracket for MAS mounting 2 (SE-0494-06-PNC) with 2x6 pipe	\$300.00
194	1	EA	238210	701-2	SSP	Remove and Salvage Existing Signal Pole with Signal Mast Arm and Luminaire Mast Arm	\$1,500.00

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
195	1	EA	238210	701-2	SSP	Remove and Salvage Existing Signal Pole with Signal Mast Arm and no Luminaire Mast Arm	\$1,300.00
196	1	EA	238210	701-2	SSP	Remove and Salvage Existing Signal Pole with no Mast Arms	\$1,000.00
197	1	EA	238210	701-2	SSP	Remove and Salvage Existing Type-9 Flashing Beacon Pole with Arm	\$1,300.00
198	1	EA	238210	701-2	SSP	Remove and Salvage Existing Direct Burial Street Light	\$600.00
199	1	EA	238210	701-2	SSP	Remove and Salvage Existing Street Light on a Foundation	\$900.00
200	1	EA	238210	701-2	SSP	Remove Entire Street Light Foundation	\$350.00
201	1	EA	238210	701-2	SSP	Remove and Salvage Existing Mast Arm Sign	\$300.00
202	1	EA	238210	701-2	SSP	Remove and Salvage Existing Pedestrian Push Button	\$100.00
203	1	EA	238210	701-2	SSP	Remove and Replace Existing Vehicular or Pedestrian Signal Head on Signal Pole	\$120.00
204	1	EA	238210	701-2	SSP	Remove and Salvage Existing Vehicular Signal Head on Mast Arm	\$200.00
205	1	EA	238210	701-2	SSP	Remove and Salvage Existing Vehicular Signal Head(s) and Mounting Frame on Signal Pole	\$170.00
206	1	EA	238210	701-2	SSP	Remove and Salvage Existing Pedestrian Signal Head(s) and Mounting Frame	\$150.00
207	1	EA	238210	701-2	SSP	Furnish & Install Pedestrian Countdown Timer Module in Exist. Ped. Housing	\$500.00
208	1	EA	238210	701-2	SSP	Type III-BF Meter Pedestal with Foundation	\$3,500.00
209	1	EA	237310	403-5	WB	Adjust Survey Monuments to Grade	\$135.00
210	1	LF	237310	314-4.3.7	GB	Painted Traffic Stripes and Painted Curb Markings	\$1.50
211	1	LF	237310	314-2.3	GB	Remove Existing Limit Line and/or Crosswalk	\$6.00
212	1	LF	237310	314-4.4.6	WB	Thermoplastic Traffic Striping	\$6.00
213	1	SF	237310	314-4.4.6	WB	Continental Crosswalks	\$6.00
214	1	SF	237310	314-4.4.6	WB	Thermoplastic Pavement Markings	\$4.00
215	1	LF	237310	314-2.3	GB	Remove Traffic Stripes	\$6.00
216	1	LF	237310	314-2.3	GB	Remove Curb Markings	\$3.00
217	1	SF	237310	314-3.3	GB	Remove Pavement Markings	\$3.00

Item	Quantity	Unit	NAICS	Payment Reference	Payment Reference Location	Description	Unit Price
218	1	EA	237310	314-5.7	GB	Retroreflective Pavement Marker	\$5.00
219	1	EA	237310	314-5.7	GB	Non-retroreflective Pavement Marker	\$5.00
220	1	DAY	541690	6-4.3	GB	Payment for Delays	\$50.00
221	1	LF	237110	306-3.3.5.5	WB	Handling and Disposal of Non-friable Asbestos Pipe Material	\$30.00
222	1	AL	237310	601-7	WB	Portable Changeable Message Signs (EOC Type I)	\$5,000.00
223	1	LS	238990	400-1.1.1	WB	Video Recording of Pre-existing Conditions	\$1,000.00
224	1	EA	238210	701-2	SSP	Sign Mounted on Signal Mast Arm	\$200.00
225	1	EA	238210	701-2	SSP	Sign Mounted on Signal Pole	\$150.00
226	1	EA	238210	701-2	SSP	Furnish & Install Type K marker sign & post	\$250.00
227	1	EA	238210	701-2	SSP	Traffic Sign On Post	\$400.00
228	1	EA	238210	701-2	SSP	Remove and Reinstall Traffic Sign and Post	\$300.00
229	1	EA	238210	701-2	SSP	Remove and Salvage Existing Traffic Sign and Post	\$150.00
230	1	EA	238210	701-2	SSP	Traffic Sign On Post	\$400.00
231	1	LS	541330	1001-4.2	WB	WPCP Development	\$1,000.00
232	1	LS	237990	1001-4.2	WB	WPCP Implementation	\$3,000.00
233	1	LS	541330	1001-3.7	WB	SWPPP Development	Per Task Order
234	1	LS	237990	1001-3.7	WB	SWPPP Implementation	Per Task Order
235	1	AL	541330	1001-3.7	WB	SWPPP Permit Fee (EOC Type I)	Per Task Order
236	1	LS	237310	601-7	WB	Traffic Control (5% of contract)	
237	1	AL		7-3.9	WB	Field Orders - Type II (5% of contract)	

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 Southwest Signal Service, Inc., herein called "Contractor" for JOC **JOB ORDER CONTRACT (JOC) SLBE TS19 STREET LIGHTING/TRAFFIC SIGNALS** ; Bid No. **L-19-1817-JOC-2**; for a **Composite Adjustment Factor** of 1.1275 comprised of **AF 1 0.9020, and AF 2 0.2255.**

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 TS19 STREET LIGHTING/TRAFFIC SIGNALS**, on file in the office of the Public Works Department as Document No. **11000322**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **JOB ORDER CONTRACT (JOC) SLBE TS19 STREET LIGHTING/TRAFFIC SIGNALS**, Bid Number **L-19-1817-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 **\$5,000** 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 Section 22.3103 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney
By 

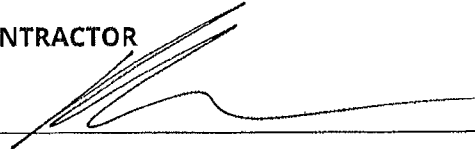
Print Name: Stephen Samara
Principal Contract Specialist
Public Works Contracts

Print Name: Mark M. Mercer
Deputy City Attorney

Date: 8/23/2019

Date: 8/26/19

CONTRACTOR

By 

Print Name: CLARK, RYAN T

Title: PRESIDENT & GENERAL MANAGER

Date: 15 APR 2019

City of San Diego License No.: B1991002336

State Contractor's License No.: 451115

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004265

CERTIFICATIONS AND FORMS

The Bidder, 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 5-1.3, "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

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 5-1.3, "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 5-1.2, "California Building Code, California Code of Regulations title 24 and 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

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.

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.



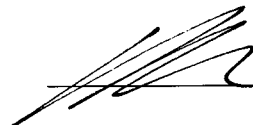
The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that 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: SOUTHWEST TRAFFIC SIGNAL SERVICE, INC

Certified By CLARK, RYAN T
Name

Title PRESIDENT & GENERAL MANAGER


Signature

Date 06 APR 2019

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

<u>SOUTHWEST TRAFFIC SIGNAL SERVICE, INC</u>			
Legal Name	DBA	Zip	
<u>PO BOX 1297</u>	<u>EL CAJON</u>	<u>CA</u>	<u>92022</u>
Street Address	City	State	Zip
<u>RYAN T CLARK, PRESIDENT</u>	<u>619-442-3343</u>		
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.

<u>HALFGREY, INC</u>	
Name	Title/Position
<u>ESCONDIDO, CA</u>	
City and State of Residence	Employer (if different than Bidder/Proposer)
<u>PARENT CORPORATION OWNING 100% OF SOUTHWEST TRAFFIC SIGNAL SERVICE, INC</u>	
Interest in the transaction	
<u>RYAN T. CLARK</u>	<u>PRESIDENT & GENERAL MANAGER</u>
Name	Title/Position
<u>ESCONDIDO, CA</u>	
City and State of Residence	Employer (if different than Bidder/Proposer)
<u>~81.5% OWNER OF HALFGREY, INC</u>	
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.

<u>CLARK, RYAN T, PRESIDENT</u>		<u>08 APR 2019</u>
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 Southwest Traffic Signal Service, Inc.
Address 9201 Isaac St
 Suite A
 Santee, CA 92071
 United States
Respondee James Cress
Respondee Title Vice President
Phone 619-442-3343 Ext.
Email jcress@southwestsignal.com
Vendor Type PQUAL
License # 451115
CADIR

Bid Detail

Bid Format Electronic
Submitted April 8, 2019 11:07:57 AM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 174010
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Mandatory Disclosure of Business Interests	Mandatory Disclosure of Business Interests.pdf	Mandatory Disclosure of Business Interests
Contractor Certification of Pending Actions	Contractor Certification of Pending Actions.pdf	Certificate of Pending Actions

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
Main Bid						
1	Adjustment Factor 1 (AF 1) Normal Working Hours (NWH)	ea	0.8	\$1.13	\$0.90	Unit price reflects factor not dollars
2	Adjustment Factor 2 (AF 2) Other Than Normal Working Hours (ONWH)	ea	0.2	\$1.13	\$0.23	Unit price reflects factor not dollars
Subtotal					\$1.13	
Total					\$1.13	