

# City of San Diego

CONTRACTOR'S NAME: CTE Inc.

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B.Friedenreich / E. Wildberger / R. Dinjotian

## BIDDING DOCUMENTS



FOR

## JOB ORDER CONTRACT (JOC) SLBE ELECTRICAL SYSTEMS

BID NO.: L-20-1881-JOC-2

SAP NO. (WBS/IO/CC): 11004079

CLIENT DEPARTMENT: 2117

COUNCIL DISTRICT: CITYWIDE

PROJECT TYPE: BS

### THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

### BID DUE DATE:

**1:30 PM**

**SEPTEMBER 17, 2019**

**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

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

**DEPUTY CITY ENGINEER**

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



MYRNA DAYTON

Registered Engineer  
For City Engineer

8-26-19

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 Electrical Systems**. 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: SEPTEMBER 17, 2019 at 1:30 PM**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D. For the purpose of determining which prevailing wage determination to be used on each Task Order, use the date of the Request for Cost Proposal/Task Order issued by the City. Task Order using State and/or Federal funding may include additional requirements. Refer to the Request for Cost Proposal/Task Order issued.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **C10**.
7. **AWARD PROCESS:**
  - 7.1. This Job Order Contract (JOC) is an Indefinite Delivery/Indefinite Quantity agreement. All City projects, up to the Maximum Contract Amount, that fall within the scope of work described herein will be awarded pursuant to this Contract. The Contractor agrees to perform all work assigned via Task Orders. The amount of work and number of Task Orders to be issued are not yet known.
  - 7.2. The award of these Contracts is contingent upon the Contractors' compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
  - 7.3. Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the Contract documents for execution. The City will then award the Contract upon receipt of properly signed Contract Documents.
  - 7.4. The Contracts will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and the City Attorney's Office.

**8. SUBMISSION OF QUESTIONS:**

**8.1.** 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 (7<sup>th</sup> Floor)  
San Diego, California, 92101  
Attention: Brittany Friedenreich

OR:

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

**8.2.** 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.

**8.3.** 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.

**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.

## 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. Contractors must remain prequalified throughout the duration of the JOC and its Task Orders. At no time during an open Task Order shall a Contractor's prequalification expire, or the Contractor may be deemed non-compliant and in breach of Contract.
- 1.4. At no time can the aggregate dollar value of open Task Orders exceed the Contractor's Maximum Bidding Capacity.
- 1.5. If the Contractor is at its Maximum Bidding Capacity 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.
- 1.6. **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.
  - 1.6.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
  - 1.6.2. 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.
  - 1.6.3. 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.

- 1.6.4. 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 Days of receipt by the Bidder of a form of Contract for execution.
- 1.7. Complete information and links to the online prequalification application are available at:
- <https://www.sandiego.gov/cip/Bidopps/prequalification>
- 1.8. 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™](#).
2. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Days after receiving the Contract forms.
3. **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: <https://www.sandiego.gov/cip/Bidopps> and are due by the date and time shown on the cover of this solicitation.
- 3.1. **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.
- 3.2. 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.
- 3.3. 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.
- 3.4. **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.

**3.5. 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 online. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.

**3.6. 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.

**3.7. BIDS MAY BE WITHDRAWN** by the Bidder only up to the Bid Due Date and Time.

**3.7.1. 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.

**3.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

#### **4. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT**

**4.1.** 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.

**4.2.** 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.

**4.3.** 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.

**4.4.** 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.

**5. 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.

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

**6.1.** **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>

**6.2.** 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 Intent Award and to make the award to the next responsive and responsible Bidder/proposer.

**7. PERFORMANCE AND PAYMENT BONDS**

**7.1.** Performance and Payment Bonds will be required at time of Task Orders.

**8. INSURANCE REQUIREMENTS:**

**8.1.** 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.

**8.2.** Refer to sections 5-4, "INSURANCE", of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

**8.3.** Additional insurance requirements may be required for Tasks and will be identified in the Task Order Request for Proposal (RFP).

**9. BID PRICE SUBMITTAL:** This solicitation is for an Adjustment Factor type Contract, based on the RSMMeans data and provisions as set forth herein.

- 9.1.** The Bidder agrees to perform construction services for the City of San Diego in accordance with these Contract Documents. The Bidder guarantees the Adjustment Factors for a period of 730 Days from the date of award of Contract.
- 9.2.** 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 RSMeans data with the quoted Adjustment Factors.
- 9.3.** Each Bidder shall submit 2 Adjustment Factors, which shall apply to Pre-priced and Non-Pre-priced Work items. The Adjustment Factors shall be firm for 2 years from the Contract Award Date and for any Task Order Modifications executed after the expiration of the Contract that are required to complete a Task Order.
- 9.3.1.** Pre-Priced items: In the quantities specified in the SOW and at the appropriate prices contained in the RSMeans.
- 9.3.2.** Non-Pre-priced items: For the sum of the lowest prices obtained from the required number of competitive external quotes.
- 9.4.** The Contractor shall perform all Work items called for in each Task Order's Scope of Work. Each Work item will be multiplied by the quoted Adjustment Factor for **Normal Working Hours (NWH)** or **Other Than Normal Working Hours (OTNWH)** as follows:
- 9.4.1.** Adjustment Factor #1 (AF1): The first Adjustment Factor will be applied to all Work items that are constructed during **NWH**.
- 9.4.2.** Adjustment Factor #2 (AF2): The second Adjustment Factor will be applied to all Work items that are constructed during **OTNWH**.
- 9.5.** 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 being **non-responsive** and ineligible for further consideration.
- 9.6.** 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:
- $$\text{CAF} = (\text{AF1} \times 0.80) + (\text{AF2} \times 0.20)$$
- 9.7.** 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.
- 9.8.** The Bidder's Adjustment Factors shall include allowances for all costs associated with and incidental to either self-performed or subcontracted Work in accordance with 2-6, "WORK TO BE DONE." Examples of costs included in the Bidder's Adjustment Factors include, but are not limited to:

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.
- 9.9.** No allowance or payment will be made later for any prices other than RSMeans data or Non-Pre-Priced Item unit prices.

**9.10. RSMEANS:**

**9.10.1. PRICE ADJUSTMENT:** The Adjustment Factors shall be firm for 2 years from the Contract Award Date. When using the RSMeans online library, in preparing a Task Order Proposal, the Contractor shall use the R.S. Means quarterly prices in effect on the date that the Task Order RFP is issued. Once a particular Task Order has been approved and issued to the Contractor for performance there will not be any price adjustments considered for the completion of the Task Order.

**9.10.2.** The Contractor shall subscribe to the RSMeans library and shall use the estimating software to submit the Unit Detail Report and Unit Summary Report through the RSMeans system. For bidding purposes, the contractor may access the online library on a limited basis by accessing the following website: [www.rsmeansonline.com](http://www.rsmeansonline.com).

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

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

**10. 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 subproposal or quoting prices to other Bidders or from submitting a Bid on its own behalf. Any Bidder who submits more than one Bid will result in the rejection of all Bids submitted.

**11. 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.

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

**12.1.** Bidders shall submit two Adjustment Factors to be their competitive Bid price adjustment to the unit prices published in the UPB for Normal Working Hours (NWH) and Other Than Normal Working Hours (ONWH). Incomplete submittals may be rejected as being nonresponsive.

**12.2.** 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.

**12.3.** 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.

- 12.4.** 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.
- 12.5.** The City of San Diego will not discriminate in the award of Contracts with regard to race, religion, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 12.6.** 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 Notice Inviting Bids.
- 12.7.** 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.

**13. BID RESULTS:**

- 13.1.** 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.
- 13.2.** To obtain Bid results, visit the City's eBidding site, request results via e-mail to the City Contact person listed on the cover page of this document; or by U.S. Postal Service by including a self-addressed, stamped envelope, referencing the Bid number. Bid results cannot be given over the telephone.

**14. THE CONTRACT:**

- 14.1.** The Bidder to whom award is made shall execute a written Contract with the City of San Diego and furnish 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.
- 14.2.** 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.
- 14.3.** If the Bidder to whom the award is made fails to enter into the contract, the City Council may declare by resolution that the bidder is debarred and prohibited from

bidding on City procurement and Public Works projects for a period of no less than one year, as provided by San Diego Municipal Code §22.0807 (d) (2).

- 14.4.** 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 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.
- 14.5.** 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.
- 15. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, the JOC RSMeans data, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", 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.
- 16. CITY STANDARD PROVISIONS:** This Contract is subject to the following standard provisions. See The WHITEBOOK for details.

  - 16.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug Free Workplace.
  - 16.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - 16.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
  - 16.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - 16.5.** 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.

- 16.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 16.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 17. PRE-AWARD ACTIVITIES:**
- 17.1.** 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**.
- 17.2.** 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.
- 18. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
- 19. 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 amended in the SSP which requires the Contractor to self-perform not less than the specified amount per each Task Order.
- 20. 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") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/publicworks/edocref/greenbook">https://www.sandiego.gov/publicworks/edocref/greenbook</a>	2018	PWPI010119-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/publicworks/edocref/standarddraw">https://www.sandiego.gov/publicworks/edocref/standarddraw</a>	2018	PWPI010119-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/publicworks/edocref/drawings">https://www.sandiego.gov/publicworks/edocref/drawings</a>	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications – <a href="http://www.dot.ca.gov/des/oe/construction-Contract-standards.html">http://www.dot.ca.gov/des/oe/construction-Contract-standards.html</a>	2018	PWPI030119-05
CALTRANS Standard Plans <a href="http://www.dot.ca.gov/des/oe/construction-Contract-standards.html">http://www.dot.ca.gov/des/oe/construction-Contract-standards.html</a>	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 3 (CA MUTCD Rev 3) - <a href="http://www.dot.ca.gov/trafficops/camutcd/">http://www.dot.ca.gov/trafficops/camutcd/</a>	2014	PWPI030119-07

Title	Edition	Document Number
<p><b>NOTE:</b> *Available online under Engineering Documents and References at:  <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>            *Electronic updates to the Standard Drawings may also be found in the link above.</p>		

**21. JOC 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. 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.

**22. TASK ORDERS:**

**22.1.** 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.

**22.2.** 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.

**22.3.** 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 RSMean with pre-established pricing are called Pre-Priced Items. Task Orders may also include Non-Pre-Priced Items that are not included in the RSMean. The Contractor will be required to obtain at least 2 competitive quotes from outside sources for all Non-Pre-Priced Items.

**23. TASK ORDER PROPOSAL:**

**23.1.** The JOC Contractor shall 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 cost proposal, reports, or both in electronic format or as directed by the City, and submit them to the City's Public Works Contracts Department within the time frame established in the Task Order Request for Proposal.

**23.2.** Upon receipt of the Contractor's estimate or cost proposal, the City will compare it to the City's estimate of costs for the Scope of Work. If the JOC Contractor's cost proposal is deemed acceptable, the City may release the Task Order by issuing an NTP at the agreed-upon price.



- 23.3. The JOC contractor will be required to meet all deadlines and timelines established in the Task Order documents.
- 23.4. If the City does not accept the cost proposal, the City and the Contractor may negotiate the proposal until an agreement is reached.

**24. TASK ORDER PRICE:**

- 24.1.1. Task Order prices are calculated by selecting applicable construction items from the RSMMeans 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.
- 24.1.2. For construction items not included in the RSMMeans, 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 Factor. 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.
- 24.1.3. 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.

**25. TASK ORDER SUBCONTRACTOR INFORMATION:**

- 25.1. **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 of the Work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the Subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all Subcontractors and shall further state within the description, the **PORTION** of the Work which will be performed by each Subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontractors, 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.

**24.1.1** 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.

**25.2. 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.

**26. SUBCONTRACTING PARTICIPATION PERCENTAGES:**

**26.1.** The City has incorporated a voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities.

**26.2.** The voluntary subcontracting percentage for each Task Order is **10% (inclusive of 5% for SLBE-ELBE firms)**, unless specified otherwise by the Task Order RFP.

**26.3.** Final Task Order costs will be included in the calculation.

**26.4.** The Contractor shall maintain a participation level at or above the voluntary percentage continuously throughout the term of the contract.

**26.5.** The Contractor shall submit as requested, during the term of the contract, a subcontractor participation report as required by the City detailing the participation levels for each certification and overall by each Task Order and overall contract.

**27. TASK ORDER CHANGES:** Line items and quantities for unforeseen conditions and changes in the Work may be requested through a Task Order change 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.

- 28. TASK ORDERS COMMERCIALY FUNDED:** For any tasks that are funded utilizing Commercial Paper (CP), Contractor shall, at their expense, substitute for any money withheld by the City (Retention), and securities equivalent to the amount being withheld. As to any such security or securities so substituted for monies withheld, the Contractor shall be the beneficial owner of same and shall receive any accrued interest. Securities shall, at Contractor's expense, be deposited with the City or with a State or Federally Chartered bank as the escrow agent who shall pay such monies to you upon notification by the Engineer that payment can be made. Such notification shall be given at the expiration of 35 Calendar Days from the date of Acceptance, or as prescribed by law, provided however, that there shall be a continued retention of the necessary securities to cover such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.
- 29. 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.

## 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 repair and construction tasks and specifications that have pre-established unit prices listed in the RSMeans library. The RSMeans library 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 in a JOC Task Order RFP.

**1.1** The Contractor shall furnish all management, documentation, design, and incidental drawings (as required), labor, materials, and equipment needed to perform the Work.

**1.2** The Work shall be performed in accordance with the JOC Task Order RFP Scope of Work and other requirements.

**2. LOCATION OF WORK:** To be determined by the Task Order.

**3. CONTRACT TERM:** The Contract Term is two (2) years from the time of JOC Award 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**

**RESERVED**

**ATTACHMENT C**

**RESERVED**



**ATTACHMENT D**  
**PREVAILING WAGE**

## PREVAILING WAGES

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

- 1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.
- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's 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 1.11 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).

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

**1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", items 43, 56, 69, and 102, DELETE in its entirety and SUBSTITUTE with the following:

43. **Field Order** - A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, "EXTRA WORK" or 2-9, "CHANGED CONDITIONS". A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract.
56. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
69. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
102. **Walk-through** - The procedure the City uses to evaluate the status of the Project or the phase of the Project and to generate a Punchlist prior to Acceptance.

To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

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

To the "WHITEBOOK", ADD the following:

108. **Substantial Completion** – When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.
109. **Acceptance of Work** – When all of the Contract work is deemed officially complete, including all Punchlist items, by the Owner.
110. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.

## **SECTION 2 - SCOPE OF THE WORK**

**2-2 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 Work per each Task Order, unless otherwise specified in the Task Order Scope of Work.

**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.

**3-13.1 Completion.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.



2. Substantial Completion, in accordance with 3-13.1.1, "Requirements Before Requesting Substantial Completion", may be completed in phases for this project as defined below:

Phase	Work Description	Limits of Work
1	Refer to Task Order Documents	Refer to Task Order Documents
2	Refer to Task Order Documents	Refer to Task Order Documents
3	Refer to Task Order Documents	Refer to Task Order Documents

**3-13.1.1 Requirements Before Requesting a Walk-through.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**3-13.1.1 Requirements Before Requesting Substantial Completion.**

1. The following items are required prior to requesting a Substantial Completion:
  - a) Remove temporary facilities from the Site.
  - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
  - c) Provide completed and signed Red-lines in accordance with 3-7.3 "Redlines and Record Documents".
  - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
  - e) Provide all tools which are permanent parts of the equipment installed in the Project.
  - f) Provide and properly identify all keys for construction and all keys for permanent Work.
  - g) Provide all final Special Inspection reports required by the applicable building Code.
  - h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
  - i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
  - j) Provide the spare parts for the proposed irrigation system as specified in the Special Provisions.

- k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".
- l) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
- m) Notify the Engineer to arrange a final inspection of permanent BMPs installed.

**3-13.1.2 Walk-through and Punchlist Procedure.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through. After you complete the requirements in 3-13.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request of a Walk-through in writing or schedule a Walk-through inspection. The Engineer shall facilitate the Walk-through.
2. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
3. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.
4. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
5. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.

6. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
7. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.
8. The Engineer shall meet with you until all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days, and Working Days will continue to be counted until Acceptance of the Project.

**3-13.2 Acceptance.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
2. You shall deliver the final As-builts and final billing prior to Acceptance.
3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.

**3-13.3 Warranty.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City had beneficial use of the project (excluding water, sewer, and storm drain projects). In addition, you shall warranty the Work against all latent defects for a period of 10 years and patent defects for a period of 4 years.
2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.

3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost
6. Items that shall be warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

<b>Specified Item</b>	<b>Minimum Warranty Period</b>
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty
All Work Under SECTION 500 – PIPELINE REHABILITATION	3 Years
Fiber Optic Interconnect Cables	2 Years
Luminaires*	10 Years of Manufacturer's Warranty
LED Signal Modules	3 Years of Manufacturer's Warranty
Field Devices Associated with 700-6.3, "Adaptive Control Note"	See 700-6.3.9, "Warranty"

\* Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10 year warranty.

7. You shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
  - a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
  - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.

- c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with 3-13.3.2, "Warranty Format Requirements".
- 8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

**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

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 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.

**5-10.3 Exclusive Community Liaison Services.** To the "WHITEBOOK", ADD the following:

2. You may be required to retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 5-10.2 "Community Outreach Services" and 5-10.3 "Exclusive Community Liaison Services". Refer to Task Order Documents.

**5-11 NEWSLETTER.** To the "WHITEBOOK", ADD the following:

2. You shall provide the following information:
  - a) 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**

**6-1.1 Construction Schedule.** To the "WHITEBOOK", item 1, subsection "s", ADD the following:

- iii. The Engineer may refuse to recommend the whole or part of any monthly payment if, in the Engineer's opinion, your failure or refusal to provide the required Schedule and cash flow forecast information precludes a proper evaluation of your ability to complete the Project within the Contract Time and amount.
- iv. Refer to the Sample City Invoice materials in the Task Order Documents and use the format shown.

To the "WHITEBOOK", ADD the following:

3. When applicable, the **Calendar Days** for Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT". Refer to the Task Order Documents.

**6-1.5.2 Excusable Non-Compensable Delays.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**6-1.5.2 Excusable Non-Compensable and Concurrent Delays.**

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, "Extensions of Time" for the following circumstances:
  - a) Delays resulting from Force Majeure.
  - b) Delays caused by weather.

- c) Delays caused by changes to County, State, or Federal law.
- 2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
- 3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

**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.

**6-4.2 Extensions of Time.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The Contract Time shall not be modified except by Change Order.
- 2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
  - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report to** the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
- 3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
  - a) The event causing the delay impacted the activities along the Project's critical path.
  - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.

4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
  - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

**6-6.4**      **Written Notice and Report.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

**ADD:**

**6-6.1.1**      **Environmental Document.**

1. You shall comply with all requirements of the **Environmental Document** as set forth in the **Task Order Documents**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

**6-6.2.1**      **Archaeological and Native American Monitoring Program.** To the "WHITEBOOK", ADD the following:

4. Refer to Task Order Documents if Work by a qualified archaeologist and Native American Monitor is required for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist and Native American monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

**6-6.2.2**      **Paleontological Monitoring Program.** To the "WHITEBOOK", ADD the following:

3. Refer to Task Order Documents if Work by a qualified paleontologist is required for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the paleontologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

## SECTION 7 – MEASUREMENT AND PAYMENT

### 7-3.9

**Field Orders.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the “Field Orders” Bid Item, the City shall pay those Field Orders as shown below:

**TABLE 7-3.9**

**FIELD ORDER LIMITS**

<b>Contract Price</b>	<b>Maximum Field Order Work Amount</b>
Less than \$100,001	\$2,500
\$100,001 to \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
\$5,000,001 to \$15,000,000	\$20,000
\$15,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$50,000

2. Field Order items of Work for contracts greater than \$15,000,000 will require additional approvals from the City prior to its approval by the Resident Engineer.
3. The City will issue a Field Order only after the City’s acceptance of the cost of the field order amount.
4. Field Orders shall not be used to add scope or to include extensions of time related to changes in work.
5. If in the event there is a change related to the critical path on the project which necessitates an extension of time and the change amount is within the Field Order limits shown on Table 7-3.9, then a Field Order can be issued to compensate you for the approved costs. Any extensions of time associated with the change shall be included in a subsequent Change Order and no additional compensation shall be granted as part of the change order for the extension of time.
6. The unused portions of Field Orders Bid item shall revert to the City upon Acceptance.

**7-3.11 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK" ADD the following:

5. This Contract is not subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

#### **SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

**8-2 FIELD OFFICE FACILITIES.** To the "WHITEBOOK", ADD the following.

2. Refer to Task Order Documents.

#### **SECTION 402 – UTILITIES**

**402-2 PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to **Task Order Documents** for **Appendix - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

**402-6 COOPERATION.** To the "GREENBOOK", ADD the following:

1. Refer to Task Order Documents. 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 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES**

**601-2.1.2 Engineered Traffic Control Plans (TCP).** To the "WHITEBOOK", ADD the following:

5. Engineered TCP (2 foot x 3 foot size) may be required for the following areas:
  - a) Refer to Task Order Documents.

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

**802-2.1 Project Biologist.** To the "WHITEBOOK", ADD the following:

5. Refer to Task Order Documents for any applicable biological monitoring Work required for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

## SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

**1001-2.10 BMP Inspection, Maintenance, and Repair.** To the “WHITEBOOK”, ADD the following:

5. Maintenance activities shall be documented by the QSP or QSD in the Construction BMP Maintenance Log for projects subject to SWPPP requirements. See **Task Order Documents** for **Appendix - SWPPP Construction BMP Maintenance Log**.

**1001-3.7 Payment.** To the “WHITEBOOK”, item 3, subsection “g”, DELETE in its entirety and SUBSTITUTE with the following:

- g) BMP Inspection, Maintenance, Repair, and Construction BMP Maintenance Log.
-



## **SUPPLEMENTARY SPECIAL PROVISIONS**

### **APPENDICES**

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

**ATTACHMENT F**  
**RESERVED**

**ATTACHMENT G**

**CONTRACT AGREEMENT**

## CONTRACT AGREEMENT

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### CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **CTE Inc.**, herein called "**Contractor**" for JOC **Job Order Contract (JOC) SLBE Electrical Systems; Bid No. L-20-1881-JOC-2**; for a Composite Adjustment Factor of comprised of **AF1 1.07**, and **AF2 1.07**.

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 Proposal included in the Bid documents by the Contractor.
  - (b) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (c) That certain documents entitled **Job Order Contract (JOC) SLBE Electrical Systems**, on file in the office of the Public Works Department as Document No. **11004079**, 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 Electrical Systems**, Bid No. **L-20-1881-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 City Attorney signs the agreement.

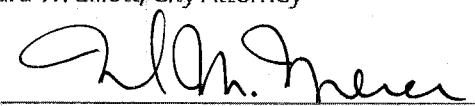
6. The City shall guarantee the Contractor a minimum value of total work (Minimum Contract Amount) of **\$5,000** up to a potential maximum value of total work (Maximum Contract Amount) of **\$500,000**. The period during which new Task Orders may be issued pursuant to this contract is 24 months or the 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 **§22.3103** authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

By 

Mara W. Elliott, City Attorney  
By 

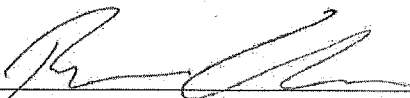
Print Name: Stephen Samara  
Principal Contract Specialist  
Public Works Department

Print Name: Mark M. Merce  
Deputy City Attorney

Date: 10/17/2019

Date: 10/17/19

**CONTRACTOR**

By 

Print Name: Reggie Clark

Title: Treasurer

Date: 9/19/19

City of San Diego License No.: B2002001614

State Contractor's License No.: 786098

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000011764

## **CERTIFICATIONS AND FORMS**

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

## **BIDDER'S GENERAL INFORMATION**

To the City of San Diego:

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

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

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

State of California

County of San Diego

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



## **CONTRACTOR CERTIFICATION**

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### **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**

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### **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**

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### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

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

## CONTRACTOR CERTIFICATION

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### 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

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### 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: CTE inc.

Certified By William Clark Name Title President

[Signature] Signature Date 9/17/19

**USE ADDITIONAL FORMS AS NECESSARY**

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name CTE inc. DBA
Street Address 9991 Possum Creek Lane, El Cajon, CA 92021
Contact Person, Title Regie Clark Treasurer Phone 619-733-6791 Fax 619-561-7686

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

\* The precise nature of the interest includes:

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

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

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

Name William Clark Title/Position President
City and State of Residence El Cajon, CA Employer (if different than Bidder/Proposer)
Interest in the transaction Owner/officer

Name Reginald Clark Title/Position Treasurer
City and State of Residence El Cajon, CA Employer (if different than Bidder/Proposer)
Interest in the transaction Owner/officer

\* 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.

William Clark, President Print Name, Title
Signature
Date 9/17/19

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** CTE inc.  
**Address** 9991 Possum Creek Lane  
 El Cajon, CA 92021  
 United States  
**Respondee** Reggie Clark  
**Respondee Title** Treasurer  
**Phone** 619-733-6791 Ext.  
**Email** Reggie@cte-ca.com  
**Vendor Type** ELBE,CADIR,PQUAL,Local  
**License #** 786098  
**CADIR** 1000011764

**Bid Detail**

**Bid Format** Electronic  
**Submitted** September 17, 2019 10:55:51 AM (Pacific)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 190189  
**Ranking** 0

**Respondee Comment**

**Buyer Comment**

**Attachments**

File Title	File Name	File Type
Contractors Cert	JOC Contractors Cert.pdf	Contractor's Certification of Pending Actions
Mandatory Discloser	JOC Mandatory Disclosure.pdf	Mandatory Disclosure of Business Interests

**Line Items**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
<b>Main Bid</b>						
1	Adjustment Factor 1 (AF 1) Normal Working Hours (NWH)	ea	0.8	\$1.07	\$0.86	
2	Adjustment Factor 2 (AF 2) Other Than Non-Normal Working Hours (ONHW)	ea	0.2	\$1.07	\$0.21	
<b>Subtotal</b>					<b>\$1.07</b>	
<b>Total</b>					<b>\$1.07</b>	