

City of San Diego

ORIGINAL

CONTRACTOR'S NAME: Southwest Traffic Signal Services, Inc.

ADDRESS: 397 Raleigh Ave., El Cajon, CA 92020

TELEPHONE NO.: 619-442-3343

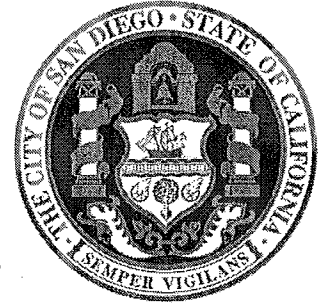
FAX NO.: 619-442-4708

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: CGiordano@sandiego.gov

Phone No. (619) 533-3481, Fax No. (619) 533-3633

J.Cramoline/R.Taleghani/egz

CONTRACT DOCUMENTS



FOR

Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signals for Capital Improvement Projects Only

VOLUME 1 OF 2

BID NO.: L-15-1289-JOC-2

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

CLIENT DEPARTMENT: 2112

COUNCIL DISTRICT: CITYWIDE

PROJECT TYPE: IH, IL

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

1:30 PM

FEBRUARY 4, 2015

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

ENGINEER OF WORK

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

JS
For City Engineer

10/29/14
Date

Seal



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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved SLBE-ELBE Construction Contractors List in accordance with the designation stated on the cover page hereof. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
2. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracts at the location, time, and date shown on the cover of these specifications for performing work on **Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signals** (Project).
3. **SUMMARY OF WORK:** The Work includes a collection of detailed repair and construction tasks and specifications that have pre-established unit prices listed in a Unit Price Book (UPB) that was developed by the City. The Work will involve repair, alteration, modernization, maintenance, rehabilitation, reconstruction or construction of City related facilities. Under this contract, the Contractor furnishes all management, documentation, labor, materials, services, and equipment needed to perform the Work for a Job Order Contract (JOC) which is a competitively bid, firm, fixed priced, and indefinite quantity contract. See ATTACHMENT A for scope of work.
4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
5. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 5.1. The City incorporated voluntary subcontractor participation to enhance competition and maximize subcontracting opportunities as follows:
 - 5.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for the Contract is 10.0% unless specified otherwise by the Task Order RFP.
 - 5.3. The Bidders are required to attend the Pre-Bid Meeting to better understand the requirements of this contract.
 - 5.4. For additional Equal Opportunity Contracting Program requirements, see Attachment C.

6. PRE-BID MEETING:

- 6.1.** There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracts, Conference Room at 1010 Second Avenue, 14th Floor, San Diego, CA 92101 at **10:00 AM**, on **JANUARY 13, 2015**.
- 6.2.** **The Pre-Bid Meeting has been designated as MANDATORY. All potential bidders are required to attend.** Bid will be declared **non-responsive** if the Bidder fails to attend the Pre-Bid Meeting when specified to be mandatory. Attendance at the Pre-Bid Meeting will be evidenced by the representative's signature on the attendance roster. It shall be the responsibility of the Bidder's representative to complete and sign the attendance roster. **No Bidder will be admitted after the specified start time of the mandatory Pre-Bid Meeting.**
- 6.3.** To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracts at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

7. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 7.1.** 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, BidsOnline™ hosted by PlanetBids System. For additional information go to:
<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.
- 7.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

8. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.

9. 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.

- 9.1. 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.

- 9.2. 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.
- 9.3. 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.
- 9.4. **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.
- 9.5. **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.
- 9.6. **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 shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 9.7. **Working Hours.** Contractor and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

- 9.8. 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, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 9.9. 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.”
- 9.10. Labor Compliance Program.** The City has its own Labor Compliance Program as authorized 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.
- 9.11.** Additional funding source requirements may apply and will be specified in the task order.

10. INSURANCE REQUIREMENTS:

- 10.1.** 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.
- 10.2.** Refer to sections 7-3, “LIABILITY INSURANCE”, and 7-4, “WORKERS’ COMPENSATION INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

11. PREQUALIFICATION OF CONTRACTORS:

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

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

- 11.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor’s SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Contracts, Prequalification Program, 1010 Second Avenue, 14th Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

- 11.3. Potential bidders must be prequalified through the City’s Contractor Prequalification Program and receive a Maximum Bidding Capacity of half of the Maximum Contract Amount or greater.
- 11.4. At no time can the cumulative total dollar value of the work awarded under Task Order authorizations to any individual Contractor exceed the limits for which the Contractor has been pre-qualified.
- 11.5. If the Contractor is at its total prequalification limit with active work, the Contractor will not be eligible to compete for or be awarded a new Task Order authorization until they have completed and closed the prior Task Order(s), thus reducing the active total dollar value by a margin necessary to be able to compete for or be awarded a new Task authorization within their pre-qualified limit. The contractor may request that their prequalification limit be re-evaluated during the term of the contract.

12. **REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

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

13. **CITY’S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment 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 on the form provided for this purpose in the Bid.

14. **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.

- 15. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
- 16. SUBMITTAL OF “OR EQUAL” ITEMS:** See Section 4-1.6, “Trade Names or Equals” in The WHITEBOOK and as amended in the SSP.
- 17. AWARD PROCESS:**
 - 17.1.** The Award of this contract is contingent upon the Contractor’s compliance with all conditions precedent to Award.
 - 17.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
 - 17.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- 18. SUBCONTRACT LIMITATIONS:** The Bidder’s attention is directed to Standard Specifications for Public Works Construction, Section 2-3, “SUBCONTRACTS” in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 19. 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.
- 20. SUBMISSION OF QUESTIONS:**
 - 20.1.** The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: [Contract Specialist listed on the front cover hereof]

OR:

Email address of the Contract Specialist listed on the front cover hereof.

- 20.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 20.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 20.4. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
21. **ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in **more** than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
22. **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 with the Notice Inviting Bids and Contract forms.
23. **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 23.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- 23.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 23.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 23.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.
24. **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 24.1. With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with

either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

24.2. The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

24.3. A Bid received without the specified bid security will be rejected as being **non-responsive**.

25. AWARD OF CONTRACT OR REJECTION OF BIDS:

25.1. This contract may be awarded to the lowest responsible and reliable Bidder.

25.2. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.

25.3. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.

25.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

25.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracts no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."

25.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.

25.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.

25.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

26. BID RESULTS:

26.1. The Bid opening by the City 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 public announcement will be posted in the City's web page <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder.

26.2. To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

27. THE CONTRACT:

27.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

27.2. 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.

27.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

27.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

27.5. 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. 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.

- 28. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, the JOC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., 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.
- 29. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 29.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 29.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 29.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 29.4.** The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 29.5.** 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.
- 29.6.** The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 29.7.** The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.
- 30. PRE-AWARD ACTIVITIES:**
- 30.1.** The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in “Required Documents,” of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.
- 30.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

31. REQUIRED DOCUMENT SCHEDULE:

31.1. The Bidder’s attention is directed to the City’s Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

31.2. The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City’s web site at:

<http://www.sandiego.gov/eoc/forms/index.shtml>

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
5.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
6.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License
7.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
8.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	<ul style="list-style-type: none"> • Contract Forms - Agreement
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS
AGREEMENT

CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Southwest Traffic Signal Services, Inc., herein called "Contractor" for JOC Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signals for Capital Improvement Projects Only; Bid No. L-15-1289-JOC-2; for a Composite Adjustment Factor of comprised of AF#1 .9475 and AF#2 .9875.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signals for Capital Improvement Projects Only, on file in the office of the Public Works Department as Document No. 11000322 as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signals for Capital Improvement Projects Only; Bid Number L-15-1289-JOC-2, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.
6. The City shall guarantee the Contractor a minimum value of total work (Minimum Contract Amount) worth **\$10,000** up to a potential maximum value of total work (Maximum Contract Amount) worth **\$500,000**. The term of the Contract is 24 months or the expenditure of the **\$500,000** maximum contract amount, whichever comes first.

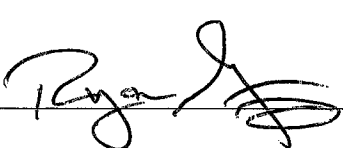
CONTRACT FORMS (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Jan I. Goldsmith, City Attorney
By 

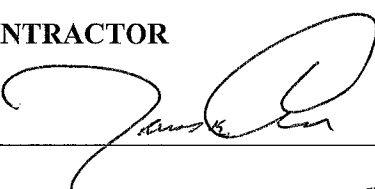
Print Name: Stephen Samara,
Senior Contract Specialist

Print Name: RYAN P. GERRITY
Deputy City Attorney

Date: 4-13-15

Date: 4/13/15

CONTRACTOR

By 

Print Name: James E. Cress

Title: Vice President

Date: 3-5-2015

City of San Diego License No.: B1991002336

State Contractor's License No.: 45115

CONTRACT FORMS
ATTACHMENTS

**CONTRACT FORMS ATTACHMENTS
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

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

Conditions:

If the Principal shall faithfully perform the annexed contract **Job Order Contract (JOC)**
SLBE TS15 Street Lighting / Traffic Signals, Bid Number **L-15-1289-JOC-2**, San Diego,
California then the obligation herein with respect to a faithful performance shall be void; otherwise it
shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all
persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5
of Title I of the Government Code of the State of California or under the provisions of Section 3082
et seq. of the Civil Code of the State of California.

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

CONTRACT FORMS ATTACHMENTS (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated March 6, 2015

Approved as to Form

Southwest Traffic Signal Service, Inc.

Principal

By 

James B. Cress

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 

Deputy City Attorney

Washington International Insurance Company

Surety

By 

Charlotte Aquino, Attorney-in-fact

Approved:

By 

Stephen Samara, Senior Contract Specialist

6 Hutton Center Dr., Ste. 850

Local Address of Surety

Santa Ana, CA 92707

Local Address (City, State) of Surety

(714) 550-4141

Local Telephone No. of Surety

Premium \$ 2,223.00

PREMIUM IS FOR CONTRACT TERM AND SUBJECT TO
ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Bond No. 9156016

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego

On MAR 06 2015 before me, John Richard Flores JR., Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

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

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

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

Witness my hand and official seal.

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



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

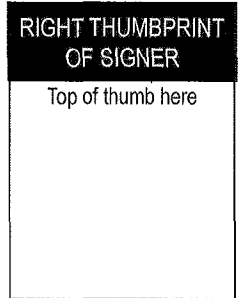
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:

Signer's Name: _____

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



Signer is Representing:

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

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

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

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

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

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



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



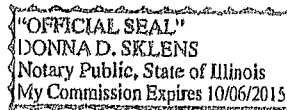
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of July, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 17th day of July, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of MAR 06 2015, 2015.

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signals

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

Southwest Signal Service

(Name under which business is conducted)

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.

Signed



Printed Name

James B. Cress

Title

Vice President

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signals

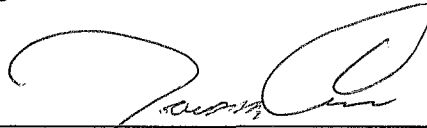
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

SOUTHWEST SIGNAL SERVICE

(Name under which business is conducted)

has in place a 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.

Signed



Printed Name

JAMES B. CRESS

Title

Vice President

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

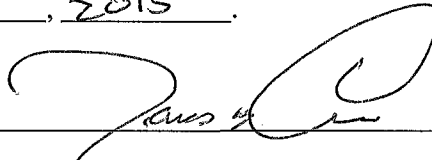
PROJECT TITLE: Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signals

I declare under penalty of perjury that I am authorized to make this certification on behalf of Southwest Signal Service, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this 5th Day of March, 2015.

Signed



Printed Name

James E. Cress

Title

Vice President

AFFIDAVIT OF DISPOSAL

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

Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signals

(Name of Project)

as particularly described in said contract and identified as Bid No. **L-15-1289-JOC-2**; SAP No. (WBS/IO/CC) **1100322**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

Contractor
by

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State

AFFIDAVIT OF DISPOSAL

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

Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signals

(Name of Project)

as particularly described in said contract and identified as Bid No. **L-15-1289-JOC-2**; SAP No. (WBS/IO/CC) **11000322**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

Contractor
by

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State

COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task _____

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

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

Material Description:

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

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

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

NOTICE OF MATERIALS TO BE USED

To: _____
Resident Engineer

Date: _____, 20__

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

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

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

Distribution:

Supplier

Yours truly,

Signature of Supplier

Address

Phone Number: _____

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** This Notice Inviting Bids is for a Job Order Contract, a competitively bid, firm, fixed priced, indefinite quantity contract. The scope of work includes a collection of detailed repair and construction tasks and specifications that have pre-established unit prices listed in a Unit Price Book (UPB). The UPB pricing incorporates the use of experienced labor, high quality materials, local activity, climate and geographic factors. All work under this Contract will be performed for the City of San Diego. The work will involve the repair alteration modernization, maintenance, rehabilitation, reconstruction, or construction of City facilities; which may include trenching, underground conduit, saw cutting, demolition/install sidewalk or curb and gutter, pulling wires, install concrete/aluminum street lights, install luminaires, installation of intersection traffic signal system/ LED/mast arm, replacing signage and/or traffic stiping, etc.. Under this Contract, the Contractor furnishes all management, documentation, design and incidental drawings (as required), labor, materials and equipment needed to perform the work.

1.1. The Work shall be performed in accordance with:

1.1.1. JOC Task Order RFP and Scope of Work.

2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$500,000**.
3. **LOCATION OF WORK: The location of the Work is as follows:** To be determined based on each Task Order.
4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **730 Calendar Days**. For the as-needed contracts e.g., JOC, the Work shall be completed within the time, i.e., Working Days specified on the Task Order Notice to Proceed.
5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

5.1. The City has determined the following licensing classification for this contract:

- CLASS A

ATTACHMENT B
INTENTIONALLY LEFT BLANK

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

ATTACHMENT D
INTENTIONALLY LEFT BLANK

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

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

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

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

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

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

The Product Submittal Form is available for download at:

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

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

The list of Separate Contractors includes:

1. Refer to Task Order documents for the list of Separate Contractors.

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

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

SECTION 4 - CONTROL OF MATERIALS

4-1.3.2 Inspection of Materials Not Locally Produced. ADD the following:

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

- a) Refer to the Task Order documents

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

Refer to the Task Order documents

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

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

ADD:

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

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

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

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

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

Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed in the RFP for JOC contract.

6-7.1 General. To the City Supplement, ADD the following:

5. 30 Working days for full depth asphalt final mill and resurfacing work required per SDG-107.

6-7.4 Project Phasing. ADD the Following:

1. During a JOC Task Order, the electrical power supply to the existing streetlights may have been cut off, due to the utilities undergrounding program. The Engineer will coordinate with the Contractor, and the utility companies for the timing of the streetlight installations. As a result, the Contractor may need to install streetlights in multiple phases, and it may take up to a year to complete the streetlight installation project.
 - a. Refer to the JOC Task Order RFP and Scope of Work.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not

entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.

5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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

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

- 7-3.5.1.3 Project General Aggregate Limit.** The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.
- 7-3.5.2 Commercial Automobile Liability Insurance.**
- 7-3.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.
- 7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.
- 7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.
- 7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**
1. For contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), etc. by the Contractor) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require its Subcontractor keep in full force and effect, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate.
 2. You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.

3. If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

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

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

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

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

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

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

7-4.1.1 Waiver of Subrogation. The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

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

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

1. Refer to Task Order Documents

7-8.6 Water Pollution Control. ADD the following:

1. Based on a preliminary assessment by the City, the Task Order maybe subject to Water Pollution Control requirements. Refer to Task Order documents.

7-10.2.2.3 Engineered Traffic Control Plans Provided by the Contractor. To the City Supplement, ADD the following:

Engineered “D” size TCP are required for the following areas:

1. Refer to Task Order documents

7-10.5.3 Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5’-3” trench width to read 1 ¾”.

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

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

7-16 COMMUNITY LIASON. To the City Supplement, DELETE in its entirety and SUSBTITUTE with the following:

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1 General.

1. To ensure consistency with the City’s community outreach plan for the project, the City will work with the Contractor to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by the Contractor to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2. The Contractor will perform the community outreach activities required throughout the Contract Time.
3. The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project. Example duties of the Contractor include notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attendance to the Project Pre-construction Meeting, attendance at 2 community meetings, response to community questions and complaints related to Contractor activities, and written documentation including logging in all inquiries and complaints received into the City’s Public Contact Log located on the City’s SDSshare site:

<http://sdshare/forums/ecp/PITS/pict/Lists/Public%20Contact%20Log/AllItems.aspx>

4. The Contractor shall execute the Information Security Policy Acknowledgement Form - For Non-City Employees within 15 days of the award of the Contract if:
 - a) The contact information for the Contractor is made available on any outreach materials or;
 - b) The Contractor will be the primary point of contact to resolve project related inquiries and complaints.
5. Electronic Communication.

All inquiries and complaints will be logged in to the City's SDSShare site within 24 hours of receipt of inquiries and complaints.

Any updates or a resolution of inquiries, and complaints shall be documented in the City's SDSShare site within 24 hours.

Copies of email communications shall be saved on to the City's SDSShare site as individually as an Outlook Message Format (*.msg).

All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.
6. **When specified**, present your Exclusive Community Liaison to the Engineer, in writing, within 15 days of the award of the Contract.

7-16.2 Submittals.

1. The Contractor shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
 - a. Prior to distributing or mailing, the Contractor shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval.
 - b. After distributing or mailing, the Contractor shall submit verification of delivery and any copies of returned notices to the Resident Engineer.
2. The Contractor will use the City's SDSShare site to identify and summarize communications (via phone, in person, and email) with the public the within 24 hours of receipt, even if the Contractor's response to the individual is still incomplete. The Contractor will upload to the City's SDSShare site copies of all written, electronic, and verbal communications and conversations with the public.

7-16.3 Public Notice by Contractor.

1. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets where Work is to be performed at least 5 days before starting the Work as directed by the Resident Engineer.
2. For all Work on private property, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.

7-16.4 Quality Assurance.

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

7-16.5 Communications with the Public.

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

7-16.6 Communications with Media.

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.

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

7-16.7

Exclusive Community Liaison Services. If directed to conduct Exclusive Community Liaison Services, the Contractor shall retain an Exclusive Community Liaison for the Project whose sole responsibilities will be as follows:

1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
2. Notify businesses, institutions, property owners, and residents of the commencement of construction activities and utility service interruptions not less than 5 days in advance.
3. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.
4. Prepare and present of materials in coordination with the Resident Engineer (the City's standards and guidelines for the communication materials are available for review by Bidders by sending a request to the Contract Specialist).
5. Respond to community questions and complaints related to Contractor activities.
6. Write, edit, update, or produce brochures, pamphlets and news releases.
7. Provide standard telephone inquiries and e-mail responses:

- a) Respond to telephone calls and e-mails from the public.
 - b) Record calls and e-mails on the City's SDSShare site.
8. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
9. Attendance at pre-construction, community and stakeholders meetings.

7-16.7.1 Exclusive Community Liaison Work Plan. The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) **as specified** within 15 days of the Award of the Contract.

7-16.8 Payment. The Payment for the community outreach and public notices is included in the various Bid items. The payment for exclusive community liaison is in the bid item for "Exclusive Community Liaison Services" when provided as a separate Bid item." If no Bid item has been provided the payment is included in the various Bid items.

7-20 ELECTRONIC COMMUNICATION. ADD the following:

Virtual Project Manager will be used on this contract.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the City Supplement, DELETE in its entirety.

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

ADD:

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

SECTION 203 – BITUMINOUS MATERIALS

203-15 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the City Supplement, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
203-15	RUBBER POLYMER MODIFIED SLURRY (RPMS)	203-16
203-15.1	General	203-16.1
203-15.2	Materials	203-16.2
203-15.3	Composition and Grading	203-16.3
203-15.4	Mix Design	203-16.4

ADD the following:

RPMS shall be used on this contract.

SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

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

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

SECTION 300 – EARTHWORK

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

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

SECTION 302 – ROADWAY SURFACING

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

302-3 PREPARATORY REPAIR WORK.

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement

markers, removal of pavement markings, etc. and as specified in the Special Provisions.

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

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

302-3.1 Asphalt Patching.

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

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

302-3.2 Payment.

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

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

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

302-5.2.1 Measurement and Payment. To the City Supplement, item c), ADD the following:

Imported Subgrade material shall be paid per bid item "Imported Backfill".

SECTION 701 – WATER POLLUTION CONTROL

701-11 Post-Construction Requirements. To the City Supplement, second paragraph, ADD the following:

Comply with the following post-construction requirements:

Refer to Task Order documents

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

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

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

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 Environmental Document. Refer to Task Order Documents for the City of San Diego Environmental Analysis Section (EAS) of the Development Services Department. You must comply with all requirements of the environmental document of the Task Order.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

For JOC projects, Appendices will also be included with the Task Order.

APPENDIX A
UNIT PRICE BOOK JOC TS15

I/We agree to the construction of Job Order Contract, for the construction of **Job Order Contract (JOC) SLBE TS15 Street Lighting/ Traffic Signal** Projects at various locations for the City of San Diego, in accordance with these contract documents for the prices listed below multiplied by the Adjustment Factor (AF):

BASE BID						
Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price
1	1	LS		7-5.2	CalTrans Permit (LS based on Task Order)	
2	1	LS	238910	300-1.4	Clearing & Grubbing (LS based on Task Order)	
3	1	CY	237310	300-1.4	Additional Pavement Removal & Disposal	\$ 80.00
4	1	CY	237310	300-2.9	Unclassified Excavation	\$ 120.00
5	1	EA	237310	301-1.7	Adjusting Existing Gate Valve Covers to Grade	\$ 55.00
6	1	EA	237310	301-1.7	Adjusting Existing Manholes Frames & Cover to Grade	\$ 155.00
7	1	EA	237310	301-1.7	Adjusting Existing Manhole Frame & Cover to Grade	\$ 500.00
8	1	EA	237310	307-2	Replace Type 'E' Traffic Signal Loops	\$ 220.00
9	1	EA	237310	307-2	Replace Type 'Q' Traffic Signal Loops	\$ 220.00
10	1	EA	237310	307-2	Replace Type 'E' Modified	\$ 220.00
11	1	EA	237310	307-2	Replace Traffic Loop Conduit Stub	\$ 200.00
12	1	LF	237510	302-5.9	Removal of Speed Humps & Pavement Irregularities	\$ 15.00
13	1	LF	237310	302-5.9	Road Hump Replacement	\$ 63.00
14	1	LF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement (0-1.5") x 6 ft wide	\$ 2.00
15	1	LF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement (> 1.5" - 3") x 6 ft wide	\$ 4.00
16	1	LF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement (> 3") x 6 ft wide	\$ 5.00
17	1	TON	237310	302-1.12	Road Hump Replacement	\$ 300.00
18	1	LF	237310	302-1.12	Removal of Humps & Pavement Irregularities	\$ 50.00
19	1	LB	237310	302-14.5	Crack Seal	\$ 2.00
	1	TON	237310	301-2.4	Class II Base Repair	\$ 160.00
20	1	TON	237310	302-3.4	AC Patching for Slurry Seal	\$ 300.00
21	1	SF	237310	302-3.4	AC Patching for Slurry Seal	\$ 3.00
22	1	TON	237310	302-3.5.9	Asphalt Concrete Pavement	\$ 69.00
23	1	SF	237310	302-3.5.9	Asphalt Concrete Pavement 1.5 inches	\$ 0.62
24	1	SF	237310	302-3.5.9	Asphalt Concrete Pavement 2 inches	\$ 0.83

25	1	SF	237310	302-3.5.9	Asphalt Concrete Pavement 3 inches	\$ 1.24
26	1	TON	237310	302-3.5.9	Asphalt Pavement Repair (2" Mill & Pave)	\$ 115.00
27	1	SF	237310	302-3.5.9	Asphalt Pavement Repair (2" Mill & Pave)	\$ 1.38
28	1	TON	237310	302-3.5.9	Asphalt Concrete 2" Inlay	\$ 79.00
29	1	SF	237310	302-3.5.9	Asphalt Concrete 2" Inlay	\$ 0.95
30	1	TON	237310	302-3.5.9	Asphalt Concrete 3" Inlay	\$ 83.00
31	1	SF	237310	302-3.5.9	Asphalt Concrete 3" Inlay	\$ 1.50
32	1	TON	237310	302-3.5.9	Asphalt Concrete 1/2" Leveling Course	\$ 89.50
33	1	SF	237310	302-3.5.9	Asphalt Concrete 1/2" Leveling Course	\$ 0.27
34	1	SF	237310	302-5.2.1	Pavement Restoration Adjacent to Trench	\$ 8.00
35	1	LF	237310	302-5.2.6	AC Cold Milling Edge	\$ 1.35
36	1	SF	237310	302-5.2.6	AC Cold Milling	\$ 0.32
37	1	CY	237310	302-6.8	Concrete Pavement	\$ 150.00
38	1	SF	237310	302-6.8	Bus Stop Pad	\$ 10.00
39	1	TON	237310	302-5.9	Thickened AC Section for Bus Stop	\$ 250.00
40	1	SF	237310	302-7.4	Pavement Fabric/Non-Woven Fiberglass/Polyester Interlaying Paving Mat	\$ 0.24
41	1	SY	237310	302-7.4	Pavement Fabric	\$ 10.00
42	1	EA	237310	303-5.9	Concrete Sidewalk/Curb Impression Relocation	\$ 125.00
43	1	EA	237310	303-5.10.2	Type A Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,436.38
44	1	EA	237310	303-5.10.2	Type A-1 Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,436.38
	1	EA			Case A Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	
45	1	EA	237310	303-5.10.2	Type B Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,007.19
46	1	EA	237310	303-5.10.2	Type B-1 Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,007.19
	1	EA			Case B Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	
47	1	EA	237310	303-5.10.2	Type C Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,436.38
48	1	EA	237310	303-5.10.2	Type D Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 4,291.88
49	1	LF	237310	303-5.9	Type G Curb and Gutter	\$ 57.23
50	1	LF	237310	303-5.9	Type H Curb and Gutter	\$ 57.23
51	1	LF	237310	303-5.9	Type B-1 Median Curb	\$ 50.07
52	1	LF	237310	303-5.9	Type B-2 Median Curb and Gutter	\$ 57.23

53	1	LF	237310	303-5.9	Type B-3 Median Curb	\$ 57.23
54	1	LF	237310	303-5.9	Type B-4 Median Curb	\$ 57.23
56	1	EA	237310	303-5.9	Cut back, Reconstruct raised median & Paint nose yellow	\$ 5,050.00
58	1	SF	237310	303-5.9	4" PCC Median	\$ 12.00
59	1	LF	237310	303-5.9	PCC Curb & Gutter	\$ 35.00
60	1	SF	237310	303-5.9	PCC Cross Gutter	\$ 12.00
61	1	SF	237310	303-5.9	PCC Sidewalk	\$ 4.75
62	1	LF	237110	303-5.9	Curb & Gutter- Rolled	\$ 33.00
63	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type A (SDRSD C-9) 0-1.5'	\$ 50.00
64	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type A (SDRSD C-9) 1.5'-2'	\$ 65.00
65	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 0-3'	\$ 150.00
66	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 3-4'	\$ 230.00
67	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 4-5'	\$ 320.00
68	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 5-6'	\$ 420.00
69	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 0-3'	\$ 115.00
70	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 3-4'	\$ 180.00
71	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 4-5'	\$ 260.00
72	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 5-6'	\$ 340.00
73	1	SF	237310	303-5.9	Alley Apron	\$ 9.00
74	1	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$ 100.00
75	1	SF	237310	303-5.9	Cross Gutter	\$ 8.00
78	1	CY	237310	303-7.5	Colored Concrete	\$ 600.00
79	1	CY	237310	303-8.9	Pervious Concrete	\$ 720.00
80	1	CY	237110	306-1.2.1.1	Additional Bedding	\$ 20.00
81	1	TON	237110	306-1.5.1	Temporary Resurfacing	\$ 100.00
82	1	TON	237110	306-1.6	Imported Backfill	\$ 30.00
83	1	FT	237110	306-1.6	Sidewalk Underdrain Pipe (3" to 6" Diameter)	\$ 100.00
84	1	EA	237110	306-1.6	Relocation of Existing Fire Hydrant up to 10 ft	\$ 5,000.00
85	1	EA	237110	306-1.6	Relocation of Existing Fire Hydrant Between 10 ft and 15 ft	\$ 6,000.00
86	1	EA	237110	306-1.6	Relocation of Existing Fire Hydrant Between 15 ft and 20 ft	\$ 6,750.00

87	1	EA	237110	306-1.6	Relocation of Existing Fire Hydrant Greater than 20 ft	\$ 7,500.00
88	1	EA	238210	307-2	Type 15 Street Light Pole and Foundation	\$ 3,849.06
89	1	EA	238210	307-2	Direct Burial Concrete Street Light Pole	\$ 3,678.75
90	1	EA	238210	307-2	GASLAMP Street Light Pole and Foundation with 5-70 W HPS Luminaires	\$ 11,002.19
91	1	EA	238210	307-2	POST-TOP Street Light Pole and Foundation with 100 W HPS Luminaires	\$ 4,666.56
92	1	EA	238210	307-2	55 W LPS Luminaire	\$ 406.03
93	1	EA	238210	307-2	90 W LPS Luminaire	\$ 436.00
94	1	EA	238210	307-2	135 W LPS Luminaire	\$ 524.56
95	1	EA	238210	307-2	180 W LPS Luminaire	\$ 572.25
96	1	EA	238210	307-2	100 W HPS Luminaire	\$ 340.63
97	1	EA	238210	307-2	150 W HPS Luminaire	\$ 354.25
98	1	EA	238210	307-2	250 W HPS Luminaire	\$ 408.75
99	1	EA	238210	307-2	100 W HPS Detail W Wall Luminaire	\$ 545.00
100	1	EA	238210	307-2	55 W Induction Luminaire	\$ 700.00
101	1	EA	238210	307-2	85 W Induction Luminaire	\$ 745.00
102	1	EA	238210	307-2	100 W Induction Luminaire	\$ 790.00
103	1	EA	238210	307-2	165 W Induction Luminaire	\$ 900.00
	1	EA	238210	307-2	41 W LED Luminaires with Adoptive Control	\$ 1,050.00
	1	EA	238210	307-2	217 W LED Luminaires with Adoptive Control	\$ 1,117.50
	1	EA	238210	307-2	41 W Luminaires with Adoptive Control	\$ 1,350.00
104	1	EA	238210	307-2	HEB-AA Single-Pole Street Light Fuseholder	\$ 51.78
105	1	EA	238210	307-2	HEX-AA Double-Pole Street Light	\$ 83.11
106	1	LF	238210	307-2	2" PVC Conduit in AC Pavement	\$ 35.75
107	1	LF	238210	307-2	3" PVC Conduit in AC Pavement	\$ 45.50
108	1	LF	238210	307-2	2" PVC Conduit in AC Pavement	\$ 48.75
109	1	LF	238210	307-2	3" PVC Conduit in AC Pavement	\$ 58.50
110	1	EA	238210	307-2	Install City-Furnished Type 332 Cabinet and Construct Foundation	\$ 2,005.60
111	1	EA	238210	307-2	Install City-Furnished Type 336 Cabinet and Construct Foundation	\$ 2,005.60
112	1	LF	238210	307-2	3-Conductor Cable	\$ 1.02
113	1	LF	238210	307-2	5-Conductor Cable	\$ 1.36

114	1	LF	238210	307-2	12-Conductor Cable	\$ 2.04
115	1	LF	238210	307-2	#6 Conductor Cable	\$ 2.04
116	1	LF	238210	307-2	#8 Conductor Cable	\$ 1.70
117	1	LF	238210	307-2	#10 Conductor Cable	\$ 1.36
118	1	LF	238210	307-2	Detector Lead-In Cable	\$ 1.36
119	1	LF	238210	307-2	6-PR. #22 Signal Interconnect Cable	\$ 2.04
120	1	LF	238210	307-2	12-PR. #22 Signal Interconnect Cable	\$ 2.73
121	1	EA	238210	307-2	No. 3-1/2 Pull Box	\$ 272.50
122	1	EA	238210	307-2	No. 5 Pull Box	\$ 354.25
123	1	EA	238210	307-2	No. 6 Pull Box	\$ 408.75
124	1	EA	237310	307-2	Remove Vehicular Signal Head	\$ 204.38
125	1	EA	238210	307-2	Re-Install Existing Vehicular Signal Head	\$ 350.00
126	1	EA	237310	307-2	Remove Ped Signal Head	\$ 204.38
127	1	EA	238210	307-2	Re-Install Existing Ped Signal Head	\$ 300.00
128	1	EA	238210	307-2	Type 1-A Pole (7') and Foundation	\$ 1,610.00
129	1	EA	238210	307-2	Type 1 A Pole (10') and Foundation	\$ 1,610.00
130	1	EA	238210	307-2	Type 18-1-100 Pole and Foundation with 15' Signal Mast Arm	\$ 6,650.00
131	1	EA	238210	307-2	Type 19-1-100 Pole and Foundation with 15' Signal Mast Arm	\$ 7,700.00
132	1	EA	238210	307-2	Type 16-2-100 Pole and Foundation with 20' Signal Mast Arm	\$ 7,280.00
133	1	EA	238210	307-2	Type 17-2-100 Pole and Foundation with 20' Signal Mast Arm	\$ 8,260.00
134	1	EA	238210	307-2	Type 18-3-100 Pole and Foundation with 25' Signal Mast Arm	\$ 8,540.00
135	1	EA	238210	307-2	Type 19-3-100 Pole and Foundation with 25' Signal Mast Arm	\$ 9,240.00
136	1	EA	238210	307-2	Type 18-3-100 Pole and Foundation with 30' Signal Mast Arm	\$ 8,540.00
137	1	EA	238210	307-2	Type 19-3-100 Pole and Foundation with 30' Signal Mast Arm	\$ 9,240.00
138	1	EA	238210	307-2	Type 23-3-100 Pole and Foundation with 35' Signal Mast Arm	\$ 9,380.00
139	1	EA	238210	307-2	Type 24-3-100 Pole and Foundation with 35' Signal Mast Arm	\$ 10,080.00
140	1	EA	238210	307-2	Type 26-4-100 Pole and Foundation with 40' Signal Mast Arm	\$ 12,740.00
141	1	EA	238210	307-2	Type 27-4-100 Pole and Foundation with 40' Signal Mast Arm	\$ 10,780.00
142	1	EA	238210	307-2	Type 26-4-100 Pole and Foundation with 45' Signal Mast Arm	\$ 12,740.00
143	1	EA	238210	307-2	Type 27-4-100 Pole and Foundation with 45' Signal Mast Arm	\$ 10,780.00

144	1	EA	238210	307-2	Type 28-5-100 Pole and Foundation with 50' Signal Mast Arm	\$ 12,600.00
145	1	EA	238210	307-2	Type 29-5-100 Pole and Foundation with 50' Signal Mast Arm	\$ 14,420.00
146	1	EA	238210	307-2	Type 28-5-100 Pole and Foundation with 55' Signal Mast Arm	\$ 13,300.00
147	1	EA	238210	307-2	Type 29-5-100 Pole and Foundation with 55' Signal Mast Arm	\$ 15,120.00
148	1	EA	238210	307-2	Type 60-5-100 Pole and Foundation with 60' Signal Mast Arm	\$ 22,820.00
149	1	EA	238210	307-2	Type 61-5-100 Pole and Foundation with 60' Signal Mast Arm	\$ 25,480.00
150	1	EA	238210	307-2	Type 60-5-100 Pole and Foundation with 65' Signal Mast Arm	\$ 29,120.00
151	1	EA	238210	307-2	Type 61-5-100 Pole and Foundation with 65' Signal Mast Arm	\$ 31,780.00
152	1	EA	238210	307-2	12" TV-1-T Vehicular Signal (3-Section Head)	\$ 974.19
153	1	EA	238210	307-2	12" TV-2-T Vehicular Signal (3-Section Head)	\$ 1,628.19
154	1	EA	238210	307-2	12" SV-1-T Vehicular Signal (3-Section Head)	\$ 946.94
155	1	EA	238210	307-2	12" SV-2-TA or 12" SV-2-TB Vehicular Signal (3-Section Head)	\$ 1,607.75
156	1	EA	238210	307-2	12" SV-2-TA or 12" SV-2-TB Vehicular Signal (One 3-Section Head and One 5-Section Head)	\$ 1,962.00
157	1	EA	238210	307-2	12" MAS Vehicular Signal (3-Section Head)	\$ 885.63
158	1	EA	238210	307-2	12" MAS-4B or MAS-4C Vehicular Signal (4-Section Head)	\$ 1,117.25
159	1	EA	238210	307-2	12" MAS-5A or MAS-5B Vehicular Signal (5-Section Head)	\$ 1,430.63
160	1	EA	238210	307-2	12" MAS Programmed Visibility Vehicular Signal (3-Section Head)	\$ 2,180.00
161	1	EA	238210	307-2	TP-1-T Pedstrian Signal	\$ 735.75
162	1	EA	238210	307-2	TP-2-T Pedstrian Signal	\$ 1,144.50
163	1	EA	238210	307-2	SP-1-T Pedstrian Signal	\$ 708.50
164	1	EA	238210	307-2	SP-2-T Pedstrian Signal	\$ 1,130.88
165	1	EA	238210	307-2	Pedstrian Pushbutton Post and Foundation	\$ 613.13
166	1	EA	238210	307-2	ADA Pedstrian Pushbutton Assembly Type B with Pushbutton Sign	\$ 170.31
167	1	EA	238210	307-2	ADA Pedstrian Pushbutton	\$ 177.13
168	1	EA	238210	307-2	Audible Pedstrian Pushbutton	\$ 558.63
169	1	EA	238210	307-2	Flashing Beacon Controller with Time Clock	\$ 1,757.63
170	1	EA	238210	307-2	Flashing Beacon Controller without Time Clock	\$ 953.75
171	1	EA	238210	307-2	Solar Electric Power System	\$ 7,902.50
172	1	EA	238210	307-2	Type E Detector Loop	\$ 545.00
173	1	EA	238210	307-2	Type E (Mod) Detector Loop	\$ 681.25

174	1	EA	238210	307-2	Type Q BIKE Detector Loop	\$ 545.00
175	1	EA	238210	307-2	Install City-Furnished Video Detection System (1 Camera)	\$ 3,000.00
176	1	EA	238210	307-2	Install City-Furnished Video Detection System (2 Cameras)	\$ 4,500.00
177	1	EA	238210	307-2	Type A Detector Handhole	\$ 640.38
178	1	EA	238210	307-2	Type III Electrical Service	\$ 4,200.00
179	1	EA	238210	307-2	Type 1-A (12') Flashing Beacon and Foundation	\$ 2,030.00
180	1	EA	238210	307-2	Type 1-A (14') Flashing Beacon and Foundation	\$ 2,030.00
181	1	EA	238210	307-2	Type 9 Flashing Beacon and Foundation	\$ 8,190.00
182	1	EA	238210	307-2	Install City-Furnished EVPE Detector	\$ 170.31
183	1	LF	238210	307-2	EVPE Lead-In Cable	\$ 1.36
184	1	EA	238210	307-2	12" TV-1 (1-Section) with Yellow L.E.D.	\$ 397.85
185	1	EA	238210	307-2	12" MAT (1-Section) with Yellow L.E.D.	\$ 384.23
186	1	EA	238210	307-2	Paint Traffic Signal or Street Light Pole	\$ 1,021.88
187	1	EA	238210	307-2	Splice 24 Strand Single Mode Fiber Optic Cable	\$ 3,828.63
188	1	EA	238210	307-2	Splice 84 Strand Single Mode Fiber Optic Cable	\$ 4,785.10
189	1	EA	238210	307-2	Splice 96 Strand Single Mode Fiber Optic Cable	\$ 6,534.55
190	1	EA	238210	307-2	Splice 288 Strand Single Mode Fiber Optic Cable	\$ 12,500.94
191	1	EA	238210	307-2	Splice 8 Strand Multi Fiber Optic Cable	\$ 3,828.63
192	1	LF	238210	307-2	Install City-Furnished Fiber Optic Cable in Existing Conduit	\$ 3.27
193	1	EA	238210	307-2	Terminate 24 Strand Single Mode Fiber Optic Cable to Existing Patch Panel	\$ 2,581.94
194	1	EA	238210	307-2	Terminate 8 Strand Multi-Mode Fiber Optic Cable to Existing Patch Panel	\$ 2,207.25
195	1	EA	238210	307-2	Removal of street light/signal poles	\$ 2,000.00
196	1	EA	238210	307-2	Install ped countdown timers into existing ped head	\$ 125.00
197	1	EA	238210	307-2	Install 2" or 3" conduit into existing pull box	\$ 250.00
198	1	EA	238210	307-2	Removal of pull boxes	\$ 150.00
199	1	EA	238210	307-2	Removal of Polara APS	\$ 125.00
200	1	EA	238210	307-2	Re-install existing Polara APS	\$ 250.00
201	1	EA	238210	307-2	Installation of new signs	\$ 300.00
202	1	EA	238210	307-2	Installation of Polara APS	\$ 800.00
203	1	EA	238210	307-2	Signal controller in 332 cabinet	\$ 10,349.00

204	1	EA	238210	307-2	Signal controller in 336 cabinet	\$ 9,009.00
205	1	EA	238210	307-2	170E Controller (software loaded by Streets)	\$ 2,180.00
206	1	EA	238210	307-2	2070E Controller w/software	\$ 3,401.00
207	1	EA	238210	307-2	2070ATC Controller w/software	\$ 3,000.00
208	1	EA	238210	307-2	222 Detector Cards	\$ 200.00
209	1	EA	238210	307-2	Isolator Cards	\$ 150.00
210	1	EA	238210	307-2	Model 200 Switch Pack (load switch)	\$ 100.00
211	1	EA	238210	307-2	Interconnect Equipment Package	\$ 350.00
212	1	EA	238210	307-2	Ped Countdown Timers	\$ 250.00
213	1	EA	238210	307-2	Astro Bracket for MAS mounting 1 (AB-3035-62-PNC)	\$ 200.00
214	1	EA	238210	307-2	Astro Bracket for MAS mounting 2 (SE-0494-06-PNC) with 2x6 pipe	\$ 300.00
215	1	EA	238210	307-2	Type 1A 14' Aluminum Pole	\$ 1,700.00
216	1	EA	238210	307-2	Video det system (single camera)	\$ 7,000.00
217	1	EA	238210	307-2	Video det system (dual camera)	\$ 11,923.00
218	1	EA	237310	307-2	Remove / Salvage PPB	\$ 100.00
219	1	EA	237310	307-2	Remove / Salvage Ped TP-1	\$ 100.00
220	1	EA	237310	307-2	Remove / Salvage Vehicle Signal SV-1-T	\$ 100.00
221	1	EA	237310	307-2	Remove / Salvage PPBP, equipment & Foundation	\$ 200.00
222	1	EA	237310	307-2	Remove/Salvage Type A-1/F51, equipment & foundation	\$ 1,100.00
223	1	EA	237310	307-2	Remove/Salvage streetlight/signal pole, equipment & foundation	\$ 1,500.00
224	1	EA	237310	307-2	Remove / Replace exist. Mast arm sign	\$ 300.00
225	1	EA	237310	307-2	Furnish and Install Median sign panel and post	\$ 300.00
226	1	EA	238210	307-2	Furnish & Install Pedestrian Countdown Timer Module in Exist. Ped. Housing	\$ 500.00
227	1	EA	238210	307-2	Furnish & Install Pedestrian Push button pole/foundation	\$ 900.00
228	1	EA	238210	307-2	Furnish & Install Type III electric service	\$ 3,000.00
229	1	EA	238210	307-2	Furnish & Install ADA push button Type B w/ sign	\$ 300.00
230	1	LF	238210	307-2	Furnish & Install 2" Conduit (open trench) with conductors	\$ 23.00
231	1	LF	238210	307-2	Furnish & Install 2" Conduit (Micro-trench) with conductors	\$ 30.00
232	1	LF	238210	307-2	Furnish & Install 3" Conduit (Micro-trench) with conductors/Cat5	\$ 35.00
233	1	EA	238210	307-2	Furnish & Install new cable/conductors (DLC, 12-conductors)	\$ 1.50

234	1	LF	238210	307-2	Pole 3-conductor cable (PushButton)	\$ 0.86
235	1	LF	238210	307-2	Pole 12-conductor cable (phase signal, peds-walk, ground&spares)	\$ 1.73
236	1	LF	238210	307-2	Pole #10 conductor (lighting)	\$ 1.15
237	1	EA	238210	307-2	Remove & Relocate Electric meter to new Type III location	\$ 150.00
238	1	EA	238210	307-2	Furnish & Install MicroWave intersector Complete with Programming	\$ 6,100.00
239	1	LF	238210	307-2	Furnish & Install Cat5 Cable	\$ 1.50
240	1	EA	238210	307-2	Install Conduit into Exist. Pull Box (CB)	\$ 250.00
241	1	EA	238210	307-2	Polara 2-wire sign	\$ 20.00
242	1	EA	238210	307-2	Furnish & Install Type III electric service	\$ 3,000.00
243	1	EA	238210	307-2	EVPE for 1 approach	\$ 3,000.00
244	1	EA	238210	307-2	Polara 2-Wire Navigator APS Station w/ Type 800-59 Sign	\$ 900.00
245	1	EA	238210	307-2	Polara CCU II EN Control Unit	\$ 3,500.00
246	1	EA	238210	307-2	Polara Configurator	\$ 700.00
247	1	EA	238210	307-2	F & I Polara control sytem with vent (Hoffman Alum) at controller complete	\$ 2,000.00
248	1	EA	238210	307-2	EVPE for 1 approach	\$ 2,800.00
249	1	EA	238210	307-2	EVPE for 2 approaches (Dual)	\$ 3,200.00
250	1	EA	238210	307-2	SP-1-T Pedestrian Signal w/ count-Down	\$ 900.00
251	1	EA	541370	309-4	Adjust Survey Monuments to Grade	\$ 135.00
252	1	LF	237310	314-4.3.7	Painted Traffic Stripes and Painted Curb Markings	\$ 1.50
253	1	LF	237310	314-4.4.6	Grind Existing Limit Line and Crosswalk and Install Thermoplastic Traffic Stripes	\$ 6.00
254	1	SF	237310	314-4.4.6	Thermoplastic Pavement Markings	\$ 4.00
255	1	LF	237310	314-5.6	Installation of tactile strip	\$ 6.50
256	1	EA	237310	314-5.6	Pavement Markers (retroreflective and non-retroreflective)	\$ 5.00
257	1	LS	238990	703-16	Preparation of Hazardous Waste Management Plan and Reporting	\$ 1,000.00
258	1	DAY	541330	707-1	Suspension of Work - Resources	\$ 50.00
259	1	LF	541330	707-2	Archeological and Native American Monitoring Program	\$ 6.00
260	1	LF	541330	707-3	Paleontological Monitoring Program	\$ 3.00
261	1	AL	541330	707-4	Archeological and Native American Mitigation and Curation	\$ 10,000.00
262	1	CY	541330	707-5	Paleontological Mitigation and Excavation	\$ 100.00
263	1	LF	237110	707-6	Handling and Disposal of Non-friable Asbestos Pipe Material	\$ 30.00

264	1	AL	237310	7-10.6.3	Portable Changeable Message Signs (PCMS)	\$ 5,000.00
265	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	\$ 1,000.00
266	1	EA	237990	701-13.9.5	Storm Drain Inlet Markers	\$ 30.00
267	1	EA	238210	9-3.1	Install Mast-arm Mounted or side-mounted sign	\$ 200.00
268	1	EA	237310	9-3.1	F & I Type K marker sign & post	\$ 250.00
269	1	EA	237310	9-3.1	F & I sign panels on new post	\$ 400.00
270	1	EA	238210	9-3.1	Remove and Relocate Existing Traffic Sign	\$ 300.00
	1					
271	1	LS		9-3.4.1	Mobilization (3% of contract)	
272	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	\$1,000.00
273	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation	\$3,000.00
274	1	LS	237310	7-10.2.6	Traffic Control (5% of contract)	
275	1	AL		9-3.5	Field Orders - Type II (5% of contract)	

APPENDIX B

JOB Order Contract Task Proposal

JOB Order Contract

Task (insert Name) Proposal

Contractor: _____ Proposal No. _____

Address: _____ Date Prepared: _____

City/State/Zipcode: _____ Working Days: _____

Location: _____

Item No.	Item Description	QTY	Unit	Unit Price:	Extension
Subtotal					
JOC BID Factor					
Bid with Factor					
Field Orders					
Total Task Proposal					

Additional Construction Notes:

For: _____, Contractor

By: _____

Date: _____

ATTACHMENT F
JOB ORDER CONTRACT

1. UNIT PRICE BOOK (UPB):

- 1.1.** The UPB for the duration of this Job Order Contract (JOC) has been developed by the City and incorporated into the Contract Documents. The Contractor shall use the City provided form for bidding purposes. When City provided UPB is specified in the SSP, the Contractor shall use the City provided form for bidding purposes.
- 1.2.** Prices in the UPB are firm for the entire term of the Contract including Change Orders executed after Contract expiration.

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

- 1.** Adjustment Factor #1 (AF1): The first Adjustment Factor will be applied to all work items that are constructed during Normal Working Hours (NWH).
- 2.** Adjustment Factor #2 (AF2): The second Adjustment Factor will be applied to all work items that are constructed during Other than Normal Working Hours (ONWH).
- 2.1.** The Adjustment Factors shall be specified to the fourth decimal place (e.g., 1.1234). Failure to express adjustment factors to the fourth decimal place will result in the Bid as being **non-responsive** and ineligible for further consideration.
- 2.2.** The Bidder with the lowest Composite Adjustment Factor (CAF) that meets all of the bid requirements will be considered the Apparent Low Bidder. The Composite Adjustment Factor will be calculated using the following formula:

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

- 2.3.** The calculation used above is not a forecast of the portions of Normal Working Hour or Other than Normal Working Hour work that will be assigned to a JOC contract.
- 2.4.** The Bidder's Adjustment Factors shall include allowances for all costs associated with and incidental to either self-performed or subcontracted Work in accordance with 2-6, "WORK TO BE DONE." Examples of costs included in the Bidder's Adjustment Factors as follows:
 - 1.** Overhead, profit, bond premiums, insurance, mobilization, the cost of doing business in and for the City Preparation of all required forms, reports, or documents.
 - 2.** Preparation of all required forms, reports, or documents.
 - 3.** Attendance at Site, Contract, or Project meetings for all staff whether Contractor, Subcontractor, Supplier, or truckers.
 - 4.** Compliance with laws.
 - 5.** Costs to prepare estimates, proposals, submittals, and Shop Drawings.

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

- 2.5. No allowance or payment will be made later for any prices other than UPB or NPP Item unit prices.
3. **PRICE ADJUSTMENT:** The Adjustment Factors shall be firm for 2 years (730 days) from the Contract Award Date. In preparing a Task Order Proposal, the Contractor shall use the R.S. Means quarterly prices in effect on the date that the Task Order RFP is issued or the City provided UPB in the RFP. Once a particular Task Order has been approved and issued to the Contractor for performance there will not be any price adjustments considered for the completion of the Task Order.

4. **CONTRACT PROCEDURE AND TERMS:**

- 4.1. JOC Contracts are indefinite in quantity and scope at the time of bid. Task Orders will be assigned or issued as the need arises for the Work. The work items in the UPB with pre-established pricing are called Pre-Priced Items. Task Orders **may also include Non-pre-priced Items that are not included in the UPB.** The Contractor will be required to obtain at least 2 competitive quotes from outside sources for all Non-pre-priced Items.
- 4.2. If awarded, the City guarantees the Contractor a minimum value of total work (Minimum Contract Amount) worth \$10,000 up to a potential maximum value of total work (Maximum Contract Amount) worth \$500,000. The term of the Contract is 24 months or the expenditure of the \$500,000 maximum contract amount, whichever comes first. Task Assignment: As the need for work arises, the City will assign Task Orders (Projects) by transmitting a Task Order Scope of Work, scheduling a Joint Scope Meeting at the site and issuing the Contractor a Request for Proposal (RFP) for the Task Order. Once a Task is assigned to a JOC Contract, the JOC Contractor will be required to submit a Task Order proposal and meet all deadlines and timelines established in the contract documents.
- 4.3. Task Order Proposal: The Contractor shall then develop an estimate for the Task Order scope of work using appropriate PP and NPP Items, prepare a proposal, reports, or both in an electronic format as directed by the City, and submit the Proposal to the City Project Manager within 14 days or less as established in the RFP

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

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

City of San Diego

CITY CONTACT: Clementina Giordano - Contract Specialist, Email: CGiordano@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633



ADDENDUM "A"

FOR

Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signals for Capital Improvement Projects Only

BID NO.: _____ L-15-1289-JOC-2
SAP NO. (WBS/IO/CC): _____ 11000322
CLIENT DEPARTMENT: _____ 2112
COUNCIL DISTRICT: _____ CITYWIDE
PROJECT TYPE: _____ IH, IL

BID DUE DATE:

1:30 PM
FEBRUARY 4, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **Stricken out**.

B. CLARIFICATIONS

1. Revise all occurrences of the project name to **Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signals for Capital Improvement Projects Only**.

C. VOLUME 1

1. To NOTICE INVITING BIDS, page 4, Section 3, "SUMMARY OF WORK", **CHANGE** to the following:
 3. **SUMMARY OF WORK:** The Work includes a collection of detailed repair and construction tasks and specifications that have pre-established unit prices listed in a Unit Price Book (UPB) that was developed by the City. The Work will involve repair, alteration, modernization, maintenance, rehabilitation, reconstruction or construction of City related facilities. Under this contract, the Contractor furnishes all management, documentation, labor, materials, services, and equipment needed to perform the Work for a Job Order Contract (JOC) which is a competitively bid, firm, fixed priced, and indefinite quantity contract. See ATTACHMENT A for scope of work. All JOC Task Orders under this contract are for Capital Improvement Projects only.
2. To CONTRACT FORMS, page 16, "CONSTRUCTION CONTRACT", **DELETE** in its entirety and **REPLACE** with page 3 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *December 22, 2014*
San Diego, California

JN/RT/lad/egz

CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and _____, herein called "Contractor" for JOC **Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signals for Capital Improvement Projects Only**; Bid No. **L-15-1289-JOC-2**; for a Composite Adjustment Factor of comprised of AF#1 _____ and AF#2 _____.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signals for Capital Improvement Projects Only**, on file in the office of the Public Works Department as Document No. **11000322** as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signals for Capital Improvement Projects Only**; Bid Number **L-15-1289-JOC-2**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.
6. The City shall guarantee the Contractor a minimum value of total work (Minimum Contract Amount) worth **\$10,000** up to a potential maximum value of total work (Maximum Contract Amount) worth **\$500,000**. The term of the Contract is 24 months or the expenditure of the **\$500,000** maximum contract amount, whichever comes first.

City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "B"

FOR



Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signals for Capital Improvement Projects Only

BID NO.: _____ L-15-1289-JOC-2
SAP NO. (WBS/IO/CC): _____ 11000322
CLIENT DEPARTMENT: _____ 2112
COUNCIL DISTRICT: _____ CITYWIDE
PROJECT TYPE: _____ IH, IL

BID DUE DATE:

**1:30 PM
FEBRUARY 18, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101**

ENGINEER OF WORK

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

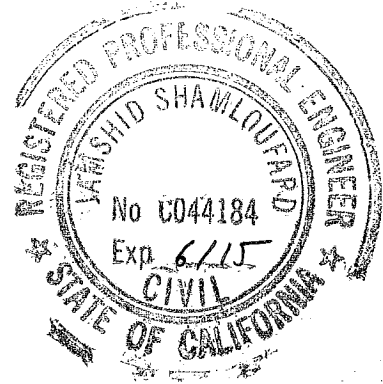


For City Engineer

1-26-15

Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

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

B. BIDDER'S QUESTIONS

Q1. Within the UPB there are some items that appear duplicates of each other but different in cost. Please clarify the following.

1. Item 6 and 7 refer to adjusting manhole frames and covers. Item 6 is plural and Item 7 is singular. If two manhole frames and covers need to be adjusted is the first at the singular price and the second at the plural price.
2. Item 106 and 108 2" Conduit appear to be the same but have different costs.
3. Item 107 and 109 3" Conduit appear to be the same but have different costs.
4. Item 178 and 228 Type III Electrical Service appear to be the same but have different costs.
5. Item 243 and 248 EVPE for 1 Approach appear to be the same but have different costs.

A1. Unit Price Book line items were removed and renumbered, refer to revised UPB.

Q2. The scope of work states, basically, that the work is to install street lights and traffic signals. The Unit Price Book contains many items that are typically not used in traffic signal and street lighting installations. Is it possible to amend the Unit Price Book to include only those items that would typically be used in a street lighting or traffic signal installation?

A2. Unit Price Book line items are to remain, refer to revised UPB.

Q3. In The Unit Price Book contains three items to "Replace Traffic Loops" 1 Each, Items 8,9 and 10 for \$220.00 Each, and three items that are individually priced for loops, Item 172, "Type E Detector Loop" \$545.00 each, Item 173, "Type E (Mod) Detector Loop" \$681.25 each, and Item 174, " Type Q BIKE Detector Loop" \$545.00 Each. There is no difference in the construction process between replacing a loop and installing a new loop, so why such a difference in price between replacing a loop and installing a new loop?

A3. Unit Price Book line items were updated, refer to revised UPB.

Q4. The other possibility regarding question two is that items 8,9,10 are showing multiple loops while items 172, 173 & 174 are showing pricing for a single loop. If this is the case, using E (Mod) for example, the contractor would need to replace more than three loops to recover the cost of one loop at the Item 173 price. Can you explain the meaning of the difference in the two different loop items.

A4. Unit Price Book line items were updated, refer to revised UPB.

C. VOLUME 1

1. To Appendix A, Unit Price Book JOC TS15, pages 56 through 65, **DELETE** in their entirety and **SUBSTITUTE** with pages 5 through 13 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *January 27, 2015*
San Diego, California

JN/RT/egz

I/We agree to the construction of Job Order Contract, for the construction of **Job Order Contract (JOC) SLBE TS15 Street Lighting/ Traffic Signal for Capital Improvement Projects Only** Projects at various locations for the City of San Diego, in accordance with these contract documents for the prices listed below multiplied by the Adjustment Factor (AF):

BASE BID						
Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price
1	1	LS		7-5.2	CalTrans Permit (LS based on Task Order)	
2	1	LS	238910	300-1.4	Clearing & Grubbing (LS based on Task Order)	
3	1	CY	237310	300-1.4	Additional Pavement Removal & Disposal	\$ 80.00
4	1	CY	237310	300-2.9	Unclassified Excavation	\$ 120.00
5	1	EA	237310	301-1.7	Adjusting Existing Gate Valve Covers to Grade	\$ 55.00
6	1	EA	237310	301-1.7	Adjusting Existing Manholes Frames & Cover to Grade	\$ 155.00
7	1	EA	237310	307-2	Replace Traffic Loop Conduit Stub	\$ 200.00
8	1	LF	237510	302-5.9	Removal of Speed Humps & Pavement Irregularities	\$ 15.00
9	1	LF	237310	302-5.9	Road Hump Replacement	\$ 63.00
10	1	LF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement (0-1.5") x 6 ft wide	\$ 2.00
11	1	LF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement (> 1.5" - 3") x 6 ft wide	\$ 4.00
12	1	LF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement (> 3") x 6 ft wide	\$ 5.00
13	1	TON	237310	302-1.12	Road Hump Replacement	\$ 300.00
14	1	LF	237310	302-1.12	Removal of Humps & Pavement Irregularities	\$ 50.00
15	1	LB	237310	302-14.5	Crack Seal	\$ 2.00
16	1	TON	237310	301-2.4	Class II Base Repair	\$ 160.00
17	1	TON	237310	302-3.4	AC Patching for Slurry Seal	\$ 300.00
18	1	SF	237310	302-3.4	AC Patching for Slurry Seal	\$ 3.00
19	1	TON	237310	302-3.5.9	Asphalt Concrete Pavement	\$ 69.00
20	1	SF	237310	302-3.5.9	Asphalt Concrete Pavement 1.5 inches	\$ 0.62
21	1	SF	237310	302-3.5.9	Asphalt Concrete Pavement 2 inches	\$ 0.83
22	1	SF	237310	302-3.5.9	Asphalt Concrete Pavement 3 inches	\$ 1.24
23	1	TON	237310	302-3.5.9	Asphalt Pavement Repair (2" Mill & Pave)	\$ 115.00
24	1	SF	237310	302-3.5.9	Asphalt Pavement Repair (2" Mill & Pave)	\$ 1.38
25	1	TON	237310	302-3.5.9	Asphalt Concrete 2" Inlay	\$ 79.00

26	1	SF	237310	302-3.5.9	Asphalt Concrete 2" Inlay	\$ 0.95
27	1	TON	237310	302-3.5.9	Asphalt Concrete 3" Inlay	\$ 83.00
28	1	SF	237310	302-3.5.9	Asphalt Concrete 3" Inlay	\$ 1.50
29	1	TON	237310	302-3.5.9	Asphalt Concrete 1/2" Leveling Course	\$ 89.50
30	1	SF	237310	302-3.5.9	Asphalt Concrete 1/2" Leveling Course	\$ 0.27
31	1	SF	237310	302-5.2.1	Pavement Restoration Adjacent to Trench	\$ 8.00
32	1	LF	237310	302-5.2.6	AC Cold Milling Edge	\$ 1.35
33	1	SF	237310	302-5.2.6	AC Cold Milling	\$ 0.32
34	1	CY	237310	302-6.8	Concrete Pavement	\$ 150.00
35	1	SF	237310	302-6.8	Bus Stop Pad	\$ 10.00
36	1	TON	237310	302-5.9	Thickened AC Section for Bus Stop	\$ 250.00
37	1	SF	237310	302-7.4	Pavement Fabric/Non-Woven Fiberglass/Polyester Interlaying Paving Mat	\$ 0.24
38	1	SY	237310	302-7.4	Pavement Fabric	\$ 10.00
39	1	EA	237310	303-5.9	Concrete Sidewalk/Curb Impression Relocation	\$ 125.00
40	1	EA	237310	303-5.10.2	Type A Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,436.38
41	1	EA	237310	303-5.10.2	Type A-1 Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,436.38
42	1	EA			Case A Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	
43	1	EA	237310	303-5.10.2	Type B Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,007.19
44	1	EA	237310	303-5.10.2	Type B-1 Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,007.19
45	1	EA			Case B Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	
46	1	EA	237310	303-5.10.2	Type C Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,436.38
47	1	EA	237310	303-5.10.2	Type D Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 4,291.88
48	1	LF	237310	303-5.9	Type G Curb and Gutter	\$ 57.23
49	1	LF	237310	303-5.9	Type H Curb and Gutter	\$ 57.23
50	1	LF	237310	303-5.9	Type B-1 Median Curb	\$ 50.07
51	1	LF	237310	303-5.9	Type B-2 Median Curb and Gutter	\$ 57.23
52	1	LF	237310	303-5.9	Type B-3 Median Curb	\$ 57.23
53	1	LF	237310	303-5.9	Type B-4 Median Curb	\$ 57.23
54	1	EA	237310	303-5.9	Cut back, Reconstruct raised median & Paint nose yellow	\$ 5,050.00
55	1	SF	237310	303-5.9	4" PCC Median	\$ 12.00
56	1	LF	237310	303-5.9	PCC Curb & Gutter	\$ 35.00

57	1	SF	237310	303-5.9	PCC Cross Gutter	\$ 12.00
58	1	SF	237310	303-5.9	PCC Sidewalk	\$ 4.75
59	1	LF	237110	303-5.9	Curb & Gutter- Rolled	\$ 33.00
60	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type A (SDRSD C-9) 0-1.5'	\$ 50.00
61	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type A (SDRSD C-9) 1.5'-2'	\$ 65.00
62	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 0-3'	\$ 150.00
63	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 3-4'	\$ 230.00
64	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 4-5'	\$ 320.00
65	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 5-6'	\$ 420.00
66	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 0-3'	\$ 115.00
67	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 3-4'	\$ 180.00
68	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 4-5'	\$ 260.00
69	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 5-6'	\$ 340.00
70	1	SF	237310	303-5.9	Alley Apron	\$ 9.00
71	1	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$ 100.00
72	1	SF	237310	303-5.9	Cross Gutter	\$ 8.00
73	1	CY	237310	303-7.5	Colored Concrete	\$ 600.00
74	1	CY	237310	303-8.9	Pervious Concrete	\$ 720.00
75	1	CY	237110	306-1.2.1.1	Additional Bedding	\$ 20.00
76	1	TON	237110	306-1.5.1	Temporary Resurfacing	\$ 100.00
77	1	TON	237110	306-1.6	Imported Backfill	\$ 30.00
78	1	FT	237110	306-1.6	Sidewalk Underdrain Pipe (3" to 6" Diameter)	\$ 100.00
79	1	EA	237110	306-1.6	Relocation of Existing Fire Hydrant up to 10 ft	\$ 5,000.00
80	1	EA	237110	306-1.6	Relocation of Existing Fire Hydrant Between 10 ft and 15 ft	\$ 6,000.00
81	1	EA	237110	306-1.6	Relocation of Existing Fire Hydrant Between 15 ft and 20 ft	\$ 6,750.00
82	1	EA	237110	306-1.6	Relocation of Existing Fire Hydrant Greater than 20 ft	\$ 7,500.00
83	1	EA	238210	307-2	Type 15 Street Light Pole and Foundation	\$ 3,849.06
84	1	EA	238210	307-2	Direct Burial Concrete Street Light Pole	\$ 3,678.75
85	1	EA	238210	307-2	GASLAMP Street Light Pole and Foundation with 5-70 W HPS Luminaires	\$ 11,002.19
86	1	EA	238210	307-2	POST-TOP Street Light Pole and Foundation with 100 W HPS Luminaires	\$ 4,666.56
87	1	EA	238210	307-2	55 W LPS Luminaire	\$ 406.03

88	1	EA	238210	307-2	90 W LPS Luminaire	\$ 436.00
89	1	EA	238210	307-2	135 W LPS Luminaire	\$ 524.56
90	1	EA	238210	307-2	180 W LPS Luminaire	\$ 572.25
91	1	EA	238210	307-2	100 W HPS Luminaire	\$ 340.63
92	1	EA	238210	307-2	150 W HPS Luminaire	\$ 354.25
93	1	EA	238210	307-2	250 W HPS Luminaire	\$ 408.75
94	1	EA	238210	307-2	100 W HPS Detail W Wall Luminaire	\$ 545.00
95	1	EA	238210	307-2	55 W Induction Luminaire	\$ 700.00
96	1	EA	238210	307-2	85 W Induction Luminaire	\$ 745.00
97	1	EA	238210	307-2	100 W Induction Luminaire	\$ 790.00
98	1	EA	238210	307-2	165 W Induction Luminaire	\$ 900.00
99	1	EA	238210	307-2	41 W LED Luminaires with Adoptive Control	\$ 1,050.00
100	1	EA	238210	307-2	217 W LED Luminaires with Adoptive Control	\$ 1,117.50
101	1	EA	238210	307-2	41 W Luminaires with Adoptive Control	\$ 1,350.00
102	1	EA	238210	307-2	HEB-AA Single-Pole Street Light Fuseholder	\$ 51.78
103	1	EA	238210	307-2	HEX-AA Double-Pole Street Light	\$ 83.11
104	1	LF	238210	307-2	2" PVC Conduit in AC Pavement	\$ 35.75
105	1	LF	238210	307-2	3" PVC Conduit in AC Pavement	\$ 45.50
106	1	EA	238210	307-2	Install City-Furnished Type 332 Cabinet and Construct Foundation	\$ 2,005.60
107	1	EA	238210	307-2	Install City-Furnished Type 336 Cabinet and Construct Foundation	\$ 2,005.60
108	1	LF	238210	307-2	3-Conductor Cable	\$ 1.02
109	1	LF	238210	307-2	5-Conductor Cable	\$ 1.36
110	1	LF	238210	307-2	12-Conductor Cable	\$ 2.04
111	1	LF	238210	307-2	#6 Conductor Cable	\$ 2.04
112	1	LF	238210	307-2	#8 Conductor Cable	\$ 1.70
113	1	LF	238210	307-2	#10 Conductor Cable	\$ 1.36
114	1	LF	238210	307-2	Detector Lead-In Cable	\$ 1.36
115	1	LF	238210	307-2	6-PR. #22 Signal Interconnect Cable	\$ 2.04
116	1	LF	238210	307-2	12-PR. #22 Signal Interconnect Cable	\$ 2.73
117	1	EA	238210	307-2	No. 3-1/2 Pull Box	\$ 272.50
118	1	EA	238210	307-2	No. 5 Pull Box	\$ 354.25

119	1	EA	238210	307-2	No. 6 Pull Box	\$ 408.75
120	1	EA	237310	307-2	Remove Vehicular Signal Head	\$ 204.38
121	1	EA	238210	307-2	Re-Install Existing Vehicular Signal Head	\$ 350.00
122	1	EA	237310	307-2	Remove Ped Signal Head	\$ 204.38
123	1	EA	238210	307-2	Re-Install Existing Ped Signal Head	\$ 300.00
124	1	EA	238210	307-2	Type 1-A Pole (7') and Foundation	\$ 1,610.00
125	1	EA	238210	307-2	Type 1 A Pole (10') and Foundation	\$ 1,610.00
126	1	EA	238210	307-2	Type 18-1-100 Pole and Foundation with 15' Signal Mast Arm	\$ 6,650.00
127	1	EA	238210	307-2	Type 19-1-100 Pole and Foundation with 15' Signal Mast Arm	\$ 7,700.00
128	1	EA	238210	307-2	Type 16-2-100 Pole and Foundation with 20' Signal Mast Arm	\$ 7,280.00
129	1	EA	238210	307-2	Type 17-2-100 Pole and Foundation with 20' Signal Mast Arm	\$ 8,260.00
130	1	EA	238210	307-2	Type 18-3-100 Pole and Foundation with 25' Signal Mast Arm	\$ 8,540.00
131	1	EA	238210	307-2	Type 19-3-100 Pole and Foundation with 25' Signal Mast Arm	\$ 9,240.00
132	1	EA	238210	307-2	Type 18-3-100 Pole and Foundation with 30' Signal Mast Arm	\$ 8,540.00
133	1	EA	238210	307-2	Type 19-3-100 Pole and Foundation with 30' Signal Mast Arm	\$ 9,240.00
134	1	EA	238210	307-2	Type 23-3-100 Pole and Foundation with 35' Signal Mast Arm	\$ 9,380.00
135	1	EA	238210	307-2	Type 24-3-100 Pole and Foundation with 35' Signal Mast Arm	\$ 10,080.00
136	1	EA	238210	307-2	Type 26-4-100 Pole and Foundation with 40' Signal Mast Arm	\$ 12,740.00
137	1	EA	238210	307-2	Type 27-4-100 Pole and Foundation with 40' Signal Mast Arm	\$ 10,780.00
138	1	EA	238210	307-2	Type 26-4-100 Pole and Foundation with 45' Signal Mast Arm	\$ 12,740.00
139	1	EA	238210	307-2	Type 27-4-100 Pole and Foundation with 45' Signal Mast Arm	\$ 10,780.00
140	1	EA	238210	307-2	Type 28-5-100 Pole and Foundation with 50' Signal Mast Arm	\$ 12,600.00
141	1	EA	238210	307-2	Type 29-5-100 Pole and Foundation with 50' Signal Mast Arm	\$ 14,420.00
142	1	EA	238210	307-2	Type 28-5-100 Pole and Foundation with 55' Signal Mast Arm	\$ 13,300.00
143	1	EA	238210	307-2	Type 29-5-100 Pole and Foundation with 55' Signal Mast Arm	\$ 15,120.00
144	1	EA	238210	307-2	Type 60-5-100 Pole and Foundation with 60' Signal Mast Arm	\$ 22,820.00
145	1	EA	238210	307-2	Type 61-5-100 Pole and Foundation with 60' Signal Mast Arm	\$ 25,480.00
146	1	EA	238210	307-2	Type 60-5-100 Pole and Foundation with 65' Signal Mast Arm	\$ 29,120.00
147	1	EA	238210	307-2	Type 61-5-100 Pole and Foundation with 65' Signal Mast Arm	\$ 31,780.00
148	1	EA	238210	307-2	12" TV-1-T Vehicular Signal (3-Section Head)	\$ 974.19
149	1	EA	238210	307-2	12" TV-2-T Vehicular Signal (3-Section Head)	\$ 1,628.19

150	1	EA	238210	307-2	12" SV-1-T Vehicular Signal (3-Section Head)	\$ 946.94
151	1	EA	238210	307-2	12" SV-2-TA or 12" SV-2-TB Vehicular Signal (3-Section Head)	\$ 1,607.75
152	1	EA	238210	307-2	12" SV-2-TA or 12" SV-2-TB Vehicular Signal (One 3-Section Head and One 5-Section Head)	\$ 1,962.00
153	1	EA	238210	307-2	12" MAS Vehicular Signal (3-Section Head)	\$ 885.63
154	1	EA	238210	307-2	12" MAS-4B or MAS-4C Vehicular Signal (4-Section Head)	\$ 1,117.25
155	1	EA	238210	307-2	12" MAS-5A or MAS-5B Vehicular Signal (5-Section Head)	\$ 1,430.63
156	1	EA	238210	307-2	12" MAS Programmed Visibility Vehicular Signal (3-Section Head)	\$ 2,180.00
157	1	EA	238210	307-2	TP-1-T Pedstrian Signal	\$ 735.75
158	1	EA	238210	307-2	TP-2-T Pedstrian Signal	\$ 1,144.50
159	1	EA	238210	307-2	SP-1-T Pedstrian Signal	\$ 708.50
160	1	EA	238210	307-2	SP-2-T Pedstrian Signal	\$ 1,130.88
161	1	EA	238210	307-2	Pedstrian Pushbutton Post and Foundation	\$ 613.13
162	1	EA	238210	307-2	ADA Pedstrian Pushbutton Assembly Type B with Pushbutton Sign	\$ 170.31
163	1	EA	238210	307-2	ADA Pedstrian Pushbutton	\$ 177.13
164	1	EA	238210	307-2	Audible Pedstrian Pushbutton	\$ 558.63
165	1	EA	238210	307-2	Flashing Beacon Controller with Time Clock	\$ 1,757.63
166	1	EA	238210	307-2	Flashing Beacon Controller without Time Clock	\$ 953.75
167	1	EA	238210	307-2	Solar Electric Power System	\$ 7,902.50
168	1	EA	238210	307-2	Type E Detector Loop (for signal jobs)	\$ 545.00
169	1	EA	238210	307-2	Type E (Mod) Detector Loop (for signal jobs)	\$ 681.25
170	1	EA	238210	307-2	Type Q BIKE Detector Loop (for signal jobs)	\$ 545.00
171	1	EA	238210	307-2	Install City-Furnished Video Detection System (1 Camera)	\$ 3,000.00
172	1	EA	238210	307-2	Install City-Furnished Video Detection System (2 Cameras)	\$ 4,500.00
173	1	EA	238210	307-2	Type A Detector Handhole	\$ 640.38
174	1	EA	238210	307-2	Type III Electrical Service	\$ 4,200.00
175	1	EA	238210	307-2	Type 1-A (12') Flashing Beacon and Foundation	\$ 2,030.00
176	1	EA	238210	307-2	Type 1-A (14') Flashing Beacon and Foundation	\$ 2,030.00
177	1	EA	238210	307-2	Type 9 Flashing Beacon and Foundation	\$ 8,190.00
178	1	EA	238210	307-2	Install City-Furnished EVPE Detector	\$ 170.31
179	1	LF	238210	307-2	EVPE Lead-In Cable	\$ 1.36
180	1	EA	238210	307-2	12" TV-1 (1-Section) with Yellow L.E.D.	\$ 397.85

181	1	EA	238210	307-2	12" MAT (1-Section) with Yellow L.E.D.	\$ 384.23
182	1	EA	238210	307-2	Paint Traffic Signal or Street Light Pole	\$ 1,021.88
183	1	EA	238210	307-2	Splice 24 Strand Single Mode Fiber Optic Cable	\$ 3,828.63
184	1	EA	238210	307-2	Splice 84 Strand Single Mode Fiber Optic Cable	\$ 4,785.10
185	1	EA	238210	307-2	Splice 96 Strand Single Mode Fiber Optic Cable	\$ 6,534.55
186	1	EA	238210	307-2	Splice 288 Strand Single Mode Fiber Optic Cable	\$ 12,500.94
187	1	EA	238210	307-2	Splice 8 Strand Multi Fiber Optic Cable	\$ 3,828.63
188	1	LF	238210	307-2	Install City-Furnished Fiber Optic Cable in Existing Conduit	\$ 3.27
189	1	EA	238210	307-2	Terminate 24 Strand Single Mode Fiber Optic Cable to Existing Patch Panel	\$ 2,581.94
190	1	EA	238210	307-2	Terminate 8 Strand Multi-Mode Fiber Optic Cable to Existing Patch Panel	\$ 2,207.25
191	1	EA	238210	307-2	Removal of street light/signal poles	\$ 2,000.00
192	1	EA	238210	307-2	Install ped countdown timers into existing ped head	\$ 125.00
193	1	EA	238210	307-2	Install 2" or 3" conduit into existing pull box	\$ 250.00
194	1	EA	238210	307-2	Removal of pull boxes	\$ 150.00
195	1	EA	238210	307-2	Removal of Polara APS	\$ 125.00
196	1	EA	238210	307-2	Re-install existing Polara APS	\$ 250.00
197	1	EA	238210	307-2	Installation of new signs	\$ 300.00
198	1	EA	238210	307-2	Installation of Polara APS	\$ 800.00
199	1	EA	238210	307-2	Signal controller in 332 cabinet	\$ 10,349.00
200	1	EA	238210	307-2	Signal controller in 336 cabinet	\$ 9,009.00
201	1	EA	238210	307-2	170E Controller (software loaded by Streets)	\$ 2,180.00
202	1	EA	238210	307-2	2070E Controller w/software	\$ 3,401.00
203	1	EA	238210	307-2	2070ATC Controller w/software	\$ 3,000.00
204	1	EA	238210	307-2	222 Detector Cards	\$ 200.00
205	1	EA	238210	307-2	Isolator Cards	\$ 150.00
206	1	EA	238210	307-2	Model 200 Switch Pack (load switch)	\$ 100.00
207	1	EA	238210	307-2	Interconnect Equipment Package	\$ 350.00
208	1	EA	238210	307-2	Ped Countdown Timers	\$ 250.00
209	1	EA	238210	307-2	Astro Bracket for MAS mounting 1 (AB-3035-62-PNC)	\$ 200.00
210	1	EA	238210	307-2	Astro Bracket for MAS mounting 2 (SE-0494-06-PNC) with 2x6 pipe	\$ 300.00
211	1	EA	238210	307-2	Type 1A 14' Aluminum Pole	\$ 1,700.00

212	1	EA	238210	307-2	Video det system (single camera)	\$ 7,000.00
213	1	EA	238210	307-2	Video det system (dual camera)	\$ 11,923.00
214	1	EA	237310	307-2	Remove / Salvage PPB	\$ 100.00
215	1	EA	237310	307-2	Remove / Salvage Ped TP-1	\$ 100.00
216	1	EA	237310	307-2	Remove / Salvage Vehicle Signal SV-1-T	\$ 100.00
217	1	EA	237310	307-2	Remove / Salvage PPBP, equipment & Foundation	\$ 200.00
218	1	EA	237310	307-2	Remove/Salvage Type A-1/F51, equipment & foundation	\$ 1,100.00
219	1	EA	237310	307-2	Remove/Salvage streetlight/signal pole, equipment & foundation	\$ 1,500.00
220	1	EA	237310	307-2	Remove / Replace exist. Mast arm sign	\$ 300.00
221	1	EA	237310	307-2	Furnish and Install Median sign panel and post	\$ 300.00
222	1	EA	238210	307-2	Furnish & Install Pedestrian Countdown Timer Module in Exist. Ped. Housing	\$ 500.00
223	1	EA	238210	307-2	Furnish & Install Pedestrian Push button pole/foundation	\$ 900.00
224	1	EA	238210	307-2	Furnish & Install ADA push button Type B w/ sign	\$ 300.00
225	1	LF	238210	307-2	Furnish & Install 2" Conduit (open trench) with conductors	\$ 23.00
226	1	LF	238210	307-2	Furnish & Install 2" Conduit (Micro-trench) with conductors	\$ 30.00
227	1	LF	238210	307-2	Furnish & Install 3" Conduit (Micro-trench) with conductors/Cat5	\$ 35.00
228	1	EA	238210	307-2	Furnish & Install new cable/conductors (DLC, 12-conductors)	\$ 1.50
229	1	LF	238210	307-2	Pole 3-conductor cable (PushButton)	\$ 0.86
230	1	LF	238210	307-2	Pole 12-conductor cable (phase signal, peds-walk, ground&spares)	\$ 1.73
231	1	LF	238210	307-2	Pole #10 conductor (lighting)	\$ 1.15
232	1	EA	238210	307-2	Remove & Relocate Electric meter to new Type III location	\$ 150.00
233	1	EA	238210	307-2	Furnish & Install MicroWave intersector Complete with Programming	\$ 6,100.00
234	1	LF	238210	307-2	Furnish & Install Cat5 Cable	\$ 1.50
235	1	EA	238210	307-2	Install Conduit into Exist. Pull Box (CB)	\$ 250.00
236	1	EA	238210	307-2	Polara 2-wire sign	\$ 20.00
237	1	EA	238210	307-2	Furnish & Install Type III electric service	\$ 3,000.00
238	1	EA	238210	307-2	Polara 2-Wire Navigator APS Station w/ Type 800-59 Sign	\$ 900.00
239	1	EA	238210	307-2	Polara CCU II EN Control Unit	\$ 3,500.00
240	1	EA	238210	307-2	Polara Configurator	\$ 700.00
241	1	EA	238210	307-2	F & I Polara control sytem with vent (Hoffman Alum) at controller complete	\$ 2,000.00
242	1	EA	238210	307-2	EVPE for 1 approach	\$ 2,800.00

243	1	EA	238210	307-2	EVPE for 2 approaches (Dual)	\$ 3,200.00
244	1	EA	238210	307-2	SP-1-T Pedestrian Signal w/ count-Down	\$ 900.00
245	1	EA	541370	309-4	Adjust Survey Monuments to Grade	\$ 135.00
246	1	LF	237310	314-4.3.7	Painted Traffic Stripes and Painted Curb Markings	\$ 1.50
247	1	LF	237310	314-4.4.6	Grind Existing Limit Line and Crosswalk and Install Thermoplastic Traffic Stripes	\$ 6.00
248	1	SF	237310	314-4.4.6	Thermoplastic Pavement Markings	\$ 4.00
249	1	LF	237310	314-5.6	Installation of tactile strip	\$ 6.50
250	1	EA	237310	314-5.6	Pavement Markers (retroreflective and non-retroreflective)	\$ 5.00
251	1	LS	238990	703-16	Preparation of Hazardous Waste Management Plan and Reporting	\$ 1,000.00
252	1	DAY	541330	707-1	Suspension of Work - Resources	\$ 50.00
253	1	LF	541330	707-2	Archeological and Native American Monitoring Program	\$ 6.00
254	1	LF	541330	707-3	Paleontological Monitoring Program	\$ 3.00
255	1	AL	541330	707-4	Archeological and Native American Mitigation and Curation	\$ 10,000.00
256	1	CY	541330	707-5	Paleontological Mitigation and Excavation	\$ 100.00
257	1	LF	237110	707-6	Handling and Disposal of Non-friable Asbestos Pipe Material	\$ 30.00
258	1	AL	237310	7-10.6.3	Portable Changeable Message Signs (PCMS)	\$ 5,000.00
259	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	\$ 1,000.00
260	1	EA	237990	701-13.9.5	Storm Drain Inlet Markers	\$ 30.00
261	1	EA	238210	9-3.1	Install Mast-arm Mounted or side-mounted sign	\$ 200.00
262	1	EA	237310	9-3.1	F & I Type K marker sign & post	\$ 250.00
263	1	EA	237310	9-3.1	F & I sign panels on new post	\$ 400.00
264	1	EA	238210	9-3.1	Remove and Relocate Existing Traffic Sign	\$ 300.00
265	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	\$1,000.00
266	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation	\$3,000.00
267	1	LS		9-3.4.1	Mobilization (3% of contract)	
268	1	LS	237310	7-10.2.6	Traffic Control (5% of contract)	
269	1	AL		9-3.5	Field Orders - Type II (5% of contract)	

City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: CGiordano@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "C"

FOR



Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signals for Capital Improvement Projects Only

BID NO.: _____ L-15-1289-JOC-2
SAP NO. (WBS/IO/CC): _____ 11000322
CLIENT DEPARTMENT: _____ 2112
COUNCIL DISTRICT: _____ CITYWIDE
PROJECT TYPE: _____ IH, IL

BID DUE DATE:

**1:30 PM
FEBRUARY 18, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101**

ENGINEER OF WORK

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

J sl
For City Engineer

2-4-15
Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. How are line items 267 and 268 applied to the contract?

For example, if the compilation of line items 1 through 266 total \$100,000, is the price then multiplied by 1.03 for mobilization times

1.05 for traffic control times contractor's adjustment factor?

$\$100,000.00 \times 1.03 \times 1.05 \times AF$

Another possibility is 267 and 268 are combined and the equation becomes

$\$100,000.00 \times 1.08 \times AF$

A1. Unit Price Book line items 267, 268 & 269 were updated, refer to revised UPB.

C. ADDENDUM B

1. To Item 1, Unit Price Book JOC SLBE TS15, pages 5 through 13, **DELETE** in their entirety and **SUBSTITUTE** with pages 4 through 12 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *February 5, 2015*
San Diego, California

JN/RT/egz

I/We agree to the construction of Job Order Contract, for the construction of **Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signal for Capital Improvement Projects Only** Projects at various locations for the City of San Diego, in accordance with these contract documents for the prices listed below multiplied by the Adjustment Factor (AF):

BASE BID						
Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price
1	1	LS		7-5.2	CalTrans Permit (LS based on Task Order)	
2	1	LS	238910	300-1.4	Clearing & Grubbing (LS based on Task Order)	
3	1	CY	237310	300-1.4	Additional Pavement Removal & Disposal	\$ 80.00
4	1	CY	237310	300-2.9	Unclassified Excavation	\$ 120.00
5	1	EA	237310	301-1.7	Adjusting Existing Gate Valve Covers to Grade	\$ 55.00
6	1	EA	237310	301-1.7	Adjusting Existing Manholes Frames & Cover to Grade	\$ 155.00
7	1	EA	237310	307-2	Replace Traffic Loop Conduit Stub	\$ 200.00
8	1	LF	237510	302-5.9	Removal of Speed Humps & Pavement Irregularities	\$ 15.00
9	1	LF	237310	302-5.9	Road Hump Replacement	\$ 63.00
10	1	LF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement (0-1.5") x 6 ft wide	\$ 2.00
11	1	LF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement (> 1.5" - 3") x 6 ft wide	\$ 4.00
12	1	LF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement (> 3") x 6 ft wide	\$ 5.00
13	1	TON	237310	302-1.12	Road Hump Replacement	\$ 300.00
14	1	LF	237310	302-1.12	Removal of Humps & Pavement Irregularities	\$ 50.00
15	1	LB	237310	302-14.5	Crack Seal	\$ 2.00
16	1	TON	237310	301-2.4	Class II Base Repair	\$ 160.00
17	1	TON	237310	302-3.4	AC Patching for Slurry Seal	\$ 300.00
18	1	SF	237310	302-3.4	AC Patching for Slurry Seal	\$ 3.00
19	1	TON	237310	302-3.5.9	Asphalt Concrete Pavement	\$ 69.00
20	1	SF	237310	302-3.5.9	Asphalt Concrete Pavement 1.5 inches	\$ 0.62
21	1	SF	237310	302-3.5.9	Asphalt Concrete Pavement 2 inches	\$ 0.83
22	1	SF	237310	302-3.5.9	Asphalt Concrete Pavement 3 inches	\$ 1.24
23	1	TON	237310	302-3.5.9	Asphalt Pavement Repair (2" Mill & Pave)	\$ 115.00
24	1	SF	237310	302-3.5.9	Asphalt Pavement Repair (2" Mill & Pave)	\$ 1.38
25	1	TON	237310	302-3.5.9	Asphalt Concrete 2" Inlay	\$ 79.00

26	1	SF	237310	302-3.5.9	Asphalt Concrete 2" Inlay	\$ 0.95
27	1	TON	237310	302-3.5.9	Asphalt Concrete 3" Inlay	\$ 83.00
28	1	SF	237310	302-3.5.9	Asphalt Concrete 3" Inlay	\$ 1.50
29	1	TON	237310	302-3.5.9	Asphalt Concrete 1/2" Leveling Course	\$ 89.50
30	1	SF	237310	302-3.5.9	Asphalt Concrete 1/2" Leveling Course	\$ 0.27
31	1	SF	237310	302-5.2.1	Pavement Restoration Adjacent to Trench	\$ 8.00
32	1	LF	237310	302-5.2.6	AC Cold Milling Edge	\$ 1.35
33	1	SF	237310	302-5.2.6	AC Cold Milling	\$ 0.32
34	1	CY	237310	302-6.8	Concrete Pavement	\$ 150.00
35	1	SF	237310	302-6.8	Bus Stop Pad	\$ 10.00
36	1	TON	237310	302-5.9	Thickened AC Section for Bus Stop	\$ 250.00
37	1	SF	237310	302-7.4	Pavement Fabric/Non-Woven Fiberglass/Polyester Interlaying Paving Mat	\$ 0.24
38	1	SY	237310	302-7.4	Pavement Fabric	\$ 10.00
39	1	EA	237310	303-5.9	Concrete Sidewalk/Curb Impression Relocation	\$ 125.00
40	1	EA	237310	303-5.10.2	Type A Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,436.38
41	1	EA	237310	303-5.10.2	Type A-1 Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,436.38
42	1	EA			Case A Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	
43	1	EA	237310	303-5.10.2	Type B Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,007.19
44	1	EA	237310	303-5.10.2	Type B-1 Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,007.19
45	1	EA			Case B Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	
46	1	EA	237310	303-5.10.2	Type C Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 5,436.38
47	1	EA	237310	303-5.10.2	Type D Pedestrian Ramp with Stainless Steel Detectable Warning Tiles	\$ 4,291.88
48	1	LF	237310	303-5.9	Type G Curb and Gutter	\$ 57.23
49	1	LF	237310	303-5.9	Type H Curb and Gutter	\$ 57.23
50	1	LF	237310	303-5.9	Type B-1 Median Curb	\$ 50.07
51	1	LF	237310	303-5.9	Type B-2 Median Curb and Gutter	\$ 57.23
52	1	LF	237310	303-5.9	Type B-3 Median Curb	\$ 57.23
53	1	LF	237310	303-5.9	Type B-4 Median Curb	\$ 57.23
54	1	EA	237310	303-5.9	Cut back, Reconstruct raised median & Paint nose yellow	\$ 5,050.00
55	1	SF	237310	303-5.9	4" PCC Median	\$ 12.00
56	1	LF	237310	303-5.9	PCC Curb & Gutter	\$ 35.00

57	1	SF	237310	303-5.9	PCC Cross Gutter	\$ 12.00
58	1	SF	237310	303-5.9	PCC Sidewalk	\$ 4.75
59	1	LF	237110	303-5.9	Curb & Gutter- Rolled	\$ 33.00
60	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type A (SDRSD C-9) 0-1.5'	\$ 50.00
61	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type A (SDRSD C-9) 1.5'-2'	\$ 65.00
62	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 0-3'	\$ 150.00
63	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 3-4'	\$ 230.00
64	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 4-5'	\$ 320.00
65	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type B (SDRSD C-9) 5-6'	\$ 420.00
66	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 0-3'	\$ 115.00
67	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 3-4'	\$ 180.00
68	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 4-5'	\$ 260.00
69	1	LF	237110	303-1.11	Gravity Retaining Wall - Concrete, Type C (SDRSD C-9) 5-6'	\$ 340.00
70	1	SF	237310	303-5.9	Alley Apron	\$ 9.00
71	1	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$ 100.00
72	1	SF	237310	303-5.9	Cross Gutter	\$ 8.00
73	1	CY	237310	303-7.5	Colored Concrete	\$ 600.00
74	1	CY	237310	303-8.9	Pervious Concrete	\$ 720.00
75	1	CY	237110	306-1.2.1.1	Additional Bedding	\$ 20.00
76	1	TON	237110	306-1.5.1	Temporary Resurfacing	\$ 100.00
77	1	TON	237110	306-1.6	Imported Backfill	\$ 30.00
78	1	FT	237110	306-1.6	Sidewalk Underdrain Pipe (3" to 6" Diameter)	\$ 100.00
79	1	EA	237110	306-1.6	Relocation of Existing Fire Hydrant up to 10 ft	\$ 5,000.00
80	1	EA	237110	306-1.6	Relocation of Existing Fire Hydrant Between 10 ft and 15 ft	\$ 6,000.00
81	1	EA	237110	306-1.6	Relocation of Existing Fire Hydrant Between 15 ft and 20 ft	\$ 6,750.00
82	1	EA	237110	306-1.6	Relocation of Existing Fire Hydrant Greater than 20 ft	\$ 7,500.00
83	1	EA	238210	307-2	Type 15 Street Light Pole and Foundation	\$ 3,849.06
84	1	EA	238210	307-2	Direct Burial Concrete Street Light Pole	\$ 3,678.75
85	1	EA	238210	307-2	GASLAMP Street Light Pole and Foundation with 5-70 W HPS Luminaires	\$ 11,002.19
86	1	EA	238210	307-2	POST-TOP Street Light Pole and Foundation with 100 W HPS Luminaires	\$ 4,666.56
87	1	EA	238210	307-2	55 W LPS Luminaire	\$ 406.03

88	1	EA	238210	307-2	90 W LPS Luminaire	\$ 436.00
89	1	EA	238210	307-2	135 W LPS Luminaire	\$ 524.56
90	1	EA	238210	307-2	180 W LPS Luminaire	\$ 572.25
91	1	EA	238210	307-2	100 W HPS Luminaire	\$ 340.63
92	1	EA	238210	307-2	150 W HPS Luminaire	\$ 354.25
93	1	EA	238210	307-2	250 W HPS Luminaire	\$ 408.75
94	1	EA	238210	307-2	100 W HPS Detail W Wall Luminaire	\$ 545.00
95	1	EA	238210	307-2	55 W Induction Luminaire	\$ 700.00
96	1	EA	238210	307-2	85 W Induction Luminaire	\$ 745.00
97	1	EA	238210	307-2	100 W Induction Luminaire	\$ 790.00
98	1	EA	238210	307-2	165 W Induction Luminaire	\$ 900.00
99	1	EA	238210	307-2	41 W LED Luminaires with Adoptive Control	\$ 1,050.00
100	1	EA	238210	307-2	217 W LED Luminaires with Adoptive Control	\$ 1,117.50
101	1	EA	238210	307-2	41 W Luminaires with Adoptive Control	\$ 1,350.00
102	1	EA	238210	307-2	HEB-AA Single-Pole Street Light Fuseholder	\$ 51.78
103	1	EA	238210	307-2	HEX-AA Double-Pole Street Light	\$ 83.11
104	1	LF	238210	307-2	2" PVC Conduit in AC Pavement	\$ 35.75
105	1	LF	238210	307-2	3" PVC Conduit in AC Pavement	\$ 45.50
106	1	EA	238210	307-2	Install City-Furnished Type 332 Cabinet and Construct Foundation	\$ 2,005.60
107	1	EA	238210	307-2	Install City-Furnished Type 336 Cabinet and Construct Foundation	\$ 2,005.60
108	1	LF	238210	307-2	3-Conductor Cable	\$ 1.02
109	1	LF	238210	307-2	5-Conductor Cable	\$ 1.36
110	1	LF	238210	307-2	12-Conductor Cable	\$ 2.04
111	1	LF	238210	307-2	#6 Conductor Cable	\$ 2.04
112	1	LF	238210	307-2	#8 Conductor Cable	\$ 1.70
113	1	LF	238210	307-2	#10 Conductor Cable	\$ 1.36
114	1	LF	238210	307-2	Detector Lead-In Cable	\$ 1.36
115	1	LF	238210	307-2	6-PR. #22 Signal Interconnect Cable	\$ 2.04
116	1	LF	238210	307-2	12-PR. #22 Signal Interconnect Cable	\$ 2.73
117	1	EA	238210	307-2	No. 3-1/2 Pull Box	\$ 272.50
118	1	EA	238210	307-2	No. 5 Pull Box	\$ 354.25

119	1	EA	238210	307-2	No. 6 Pull Box	\$ 408.75
120	1	EA	237310	307-2	Remove Vehicular Signal Head	\$ 204.38
121	1	EA	238210	307-2	Re-Install Existing Vehicular Signal Head	\$ 350.00
122	1	EA	237310	307-2	Remove Ped Signal Head	\$ 204.38
123	1	EA	238210	307-2	Re-Install Existing Ped Signal Head	\$ 300.00
124	1	EA	238210	307-2	Type 1-A Pole (7') and Foundation	\$ 1,610.00
125	1	EA	238210	307-2	Type 1 A Pole (10') and Foundation	\$ 1,610.00
126	1	EA	238210	307-2	Type 18-1-100 Pole and Foundation with 15' Signal Mast Arm	\$ 6,650.00
127	1	EA	238210	307-2	Type 19-1-100 Pole and Foundation with 15' Signal Mast Arm	\$ 7,700.00
128	1	EA	238210	307-2	Type 16-2-100 Pole and Foundation with 20' Signal Mast Arm	\$ 7,280.00
129	1	EA	238210	307-2	Type 17-2-100 Pole and Foundation with 20' Signal Mast Arm	\$ 8,260.00
130	1	EA	238210	307-2	Type 18-3-100 Pole and Foundation with 25' Signal Mast Arm	\$ 8,540.00
131	1	EA	238210	307-2	Type 19-3-100 Pole and Foundation with 25' Signal Mast Arm	\$ 9,240.00
132	1	EA	238210	307-2	Type 18-3-100 Pole and Foundation with 30' Signal Mast Arm	\$ 8,540.00
133	1	EA	238210	307-2	Type 19-3-100 Pole and Foundation with 30' Signal Mast Arm	\$ 9,240.00
134	1	EA	238210	307-2	Type 23-3-100 Pole and Foundation with 35' Signal Mast Arm	\$ 9,380.00
135	1	EA	238210	307-2	Type 24-3-100 Pole and Foundation with 35' Signal Mast Arm	\$ 10,080.00
136	1	EA	238210	307-2	Type 26-4-100 Pole and Foundation with 40' Signal Mast Arm	\$ 12,740.00
137	1	EA	238210	307-2	Type 27-4-100 Pole and Foundation with 40' Signal Mast Arm	\$ 10,780.00
138	1	EA	238210	307-2	Type 26-4-100 Pole and Foundation with 45' Signal Mast Arm	\$ 12,740.00
139	1	EA	238210	307-2	Type 27-4-100 Pole and Foundation with 45' Signal Mast Arm	\$ 10,780.00
140	1	EA	238210	307-2	Type 28-5-100 Pole and Foundation with 50' Signal Mast Arm	\$ 12,600.00
141	1	EA	238210	307-2	Type 29-5-100 Pole and Foundation with 50' Signal Mast Arm	\$ 14,420.00
142	1	EA	238210	307-2	Type 28-5-100 Pole and Foundation with 55' Signal Mast Arm	\$ 13,300.00
143	1	EA	238210	307-2	Type 29-5-100 Pole and Foundation with 55' Signal Mast Arm	\$ 15,120.00
144	1	EA	238210	307-2	Type 60-5-100 Pole and Foundation with 60' Signal Mast Arm	\$ 22,820.00
145	1	EA	238210	307-2	Type 61-5-100 Pole and Foundation with 60' Signal Mast Arm	\$ 25,480.00
146	1	EA	238210	307-2	Type 60-5-100 Pole and Foundation with 65' Signal Mast Arm	\$ 29,120.00
147	1	EA	238210	307-2	Type 61-5-100 Pole and Foundation with 65' Signal Mast Arm	\$ 31,780.00
148	1	EA	238210	307-2	12" TV-1-T Vehicular Signal (3-Section Head)	\$ 974.19
149	1	EA	238210	307-2	12" TV-2-T Vehicular Signal (3-Section Head)	\$ 1,628.19

150	1	EA	238210	307-2	12" SV-1-T Vehicular Signal (3-Section Head)	\$ 946.94
151	1	EA	238210	307-2	12" SV-2-TA or 12" SV-2-TB Vehicular Signal (3-Section Head)	\$ 1,607.75
152	1	EA	238210	307-2	12" SV-2-TA or 12" SV-2-TB Vehicular Signal (One 3-Section Head and One 5-Section Head)	\$ 1,962.00
153	1	EA	238210	307-2	12" MAS Vehicular Signal (3-Section Head)	\$ 885.63
154	1	EA	238210	307-2	12" MAS-4B or MAS-4C Vehicular Signal (4-Section Head)	\$ 1,117.25
155	1	EA	238210	307-2	12" MAS-5A or MAS-5B Vehicular Signal (5-Section Head)	\$ 1,430.63
156	1	EA	238210	307-2	12" MAS Programmed Visibility Vehicular Signal (3-Section Head)	\$ 2,180.00
157	1	EA	238210	307-2	TP-1-T Pedestrian Signal	\$ 735.75
158	1	EA	238210	307-2	TP-2-T Pedestrian Signal	\$ 1,144.50
159	1	EA	238210	307-2	SP-1-T Pedestrian Signal	\$ 708.50
160	1	EA	238210	307-2	SP-2-T Pedestrian Signal	\$ 1,130.88
161	1	EA	238210	307-2	Pedestrian Pushbutton Post and Foundation	\$ 613.13
162	1	EA	238210	307-2	ADA Pedestrian Pushbutton Assembly Type B with Pushbutton Sign	\$ 170.31
163	1	EA	238210	307-2	ADA Pedestrian Pushbutton	\$ 177.13
164	1	EA	238210	307-2	Audible Pedestrian Pushbutton	\$ 558.63
165	1	EA	238210	307-2	Flashing Beacon Controller with Time Clock	\$ 1,757.63
166	1	EA	238210	307-2	Flashing Beacon Controller without Time Clock	\$ 953.75
167	1	EA	238210	307-2	Solar Electric Power System	\$ 7,902.50
168	1	EA	238210	307-2	Type E Detector Loop (for signal jobs)	\$ 545.00
169	1	EA	238210	307-2	Type E (Mod) Detector Loop (for signal jobs)	\$ 681.25
170	1	EA	238210	307-2	Type Q BIKE Detector Loop (for signal jobs)	\$ 545.00
171	1	EA	238210	307-2	Install City-Furnished Video Detection System (1 Camera)	\$ 3,000.00
172	1	EA	238210	307-2	Install City-Furnished Video Detection System (2 Cameras)	\$ 4,500.00
173	1	EA	238210	307-2	Type A Detector Handhole	\$ 640.38
174	1	EA	238210	307-2	Type III Electrical Service	\$ 4,200.00
175	1	EA	238210	307-2	Type 1-A (12') Flashing Beacon and Foundation	\$ 2,030.00
176	1	EA	238210	307-2	Type 1-A (14') Flashing Beacon and Foundation	\$ 2,030.00
177	1	EA	238210	307-2	Type 9 Flashing Beacon and Foundation	\$ 8,190.00
178	1	EA	238210	307-2	Install City-Furnished EVPE Detector	\$ 170.31
179	1	LF	238210	307-2	EVPE Lead-In Cable	\$ 1.36
180	1	EA	238210	307-2	12" TV-1 (1-Section) with Yellow L.E.D.	\$ 397.85

181	1	EA	238210	307-2	12" MAT (1-Section) with Yellow L.E.D.	\$ 384.23
182	1	EA	238210	307-2	Paint Traffic Signal or Street Light Pole	\$ 1,021.88
183	1	EA	238210	307-2	Splice 24 Strand Single Mode Fiber Optic Cable	\$ 3,828.63
184	1	EA	238210	307-2	Splice 84 Strand Single Mode Fiber Optic Cable	\$ 4,785.10
185	1	EA	238210	307-2	Splice 96 Strand Single Mode Fiber Optic Cable	\$ 6,534.55
186	1	EA	238210	307-2	Splice 288 Strand Single Mode Fiber Optic Cable	\$ 12,500.94
187	1	EA	238210	307-2	Splice 8 Strand Multi Fiber Optic Cable	\$ 3,828.63
188	1	LF	238210	307-2	Install City-Furnished Fiber Optic Cable in Existing Conduit	\$ 3.27
189	1	EA	238210	307-2	Terminate 24 Strand Single Mode Fiber Optic Cable to Existing Patch Panel	\$ 2,581.94
190	1	EA	238210	307-2	Terminate 8 Strand Multi-Mode Fiber Optic Cable to Existing Patch Panel	\$ 2,207.25
191	1	EA	238210	307-2	Removal of street light/signal poles	\$ 2,000.00
192	1	EA	238210	307-2	Install ped countdown timers into existing ped head	\$ 125.00
193	1	EA	238210	307-2	Install 2" or 3" conduit into existing pull box	\$ 250.00
194	1	EA	238210	307-2	Removal of pull boxes	\$ 150.00
195	1	EA	238210	307-2	Removal of Polara APS	\$ 125.00
196	1	EA	238210	307-2	Re-install existing Polara APS	\$ 250.00
197	1	EA	238210	307-2	Installation of new signs	\$ 300.00
198	1	EA	238210	307-2	Installation of Polara APS	\$ 800.00
199	1	EA	238210	307-2	Signal controller in 332 cabinet	\$ 10,349.00
200	1	EA	238210	307-2	Signal controller in 336 cabinet	\$ 9,009.00
201	1	EA	238210	307-2	170E Controller (software loaded by Streets)	\$ 2,180.00
202	1	EA	238210	307-2	2070E Controller w/software	\$ 3,401.00
203	1	EA	238210	307-2	2070ATC Controller w/software	\$ 3,000.00
204	1	EA	238210	307-2	222 Detector Cards	\$ 200.00
205	1	EA	238210	307-2	Isolator Cards	\$ 150.00
206	1	EA	238210	307-2	Model 200 Switch Pack (load switch)	\$ 100.00
207	1	EA	238210	307-2	Interconnect Equipment Package	\$ 350.00
208	1	EA	238210	307-2	Ped Countdown Timers	\$ 250.00
209	1	EA	238210	307-2	Astro Bracket for MAS mounting 1 (AB-3035-62-PNC)	\$ 200.00
210	1	EA	238210	307-2	Astro Bracket for MAS mounting 2 (SE-0494-06-PNC) with 2x6 pipe	\$ 300.00
211	1	EA	238210	307-2	Type 1A 14' Aluminum Pole	\$ 1,700.00

212	1	EA	238210	307-2	Video det system (single camera)	\$ 7,000.00
213	1	EA	238210	307-2	Video det system (dual camera)	\$ 11,923.00
214	1	EA	237310	307-2	Remove / Salvage PPB	\$ 100.00
215	1	EA	237310	307-2	Remove / Salvage Ped TP-1	\$ 100.00
216	1	EA	237310	307-2	Remove / Salvage Vehicle Signal SV-1-T	\$ 100.00
217	1	EA	237310	307-2	Remove / Salvage PPBP, equipment & Foundation	\$ 200.00
218	1	EA	237310	307-2	Remove/Salvage Type A-1/F51, equipment & foundation	\$ 1,100.00
219	1	EA	237310	307-2	Remove/Salvage streetlight/signal pole, equipment & foundation	\$ 1,500.00
220	1	EA	237310	307-2	Remove / Replace exist. Mast arm sign	\$ 300.00
221	1	EA	237310	307-2	Furnish and Install Median sign panel and post	\$ 300.00
222	1	EA	238210	307-2	Furnish & Install Pedestrian Countdown Timer Module in Exist. Ped. Housing	\$ 500.00
223	1	EA	238210	307-2	Furnish & Install Pedestrian Push button pole/foundation	\$ 900.00
224	1	EA	238210	307-2	Furnish & Install ADA push button Type B w/ sign	\$ 300.00
225	1	LF	238210	307-2	Furnish & Install 2" Conduit (open trench) with conductors	\$ 23.00
226	1	LF	238210	307-2	Furnish & Install 2" Conduit (Micro-trench) with conductors	\$ 30.00
227	1	LF	238210	307-2	Furnish & Install 3" Conduit (Micro-trench) with conductors/Cat5	\$ 35.00
228	1	EA	238210	307-2	Furnish & Install new cable/conductors (DLC, 12-conductors)	\$ 1.50
229	1	LF	238210	307-2	Pole 3-conductor cable (PushButton)	\$ 0.86
230	1	LF	238210	307-2	Pole 12-conductor cable (phase signal, peds-walk, ground&spares)	\$ 1.73
231	1	LF	238210	307-2	Pole #10 conductor (lighting)	\$ 1.15
232	1	EA	238210	307-2	Remove & Relocate Electric meter to new Type III location	\$ 150.00
233	1	EA	238210	307-2	Furnish & Install MicroWave intersector Complete with Programming	\$ 6,100.00
234	1	LF	238210	307-2	Furnish & Install Cat5 Cable	\$ 1.50
235	1	EA	238210	307-2	Install Conduit into Exist. Pull Box (CB)	\$ 250.00
236	1	EA	238210	307-2	Polara 2-wire sign	\$ 20.00
237	1	EA	238210	307-2	Furnish & Install Type III electric service	\$ 3,000.00
238	1	EA	238210	307-2	Polara 2-Wire Navigator APS Station w/ Type 800-59 Sign	\$ 900.00
239	1	EA	238210	307-2	Polara CCU II EN Control Unit	\$ 3,500.00
240	1	EA	238210	307-2	Polara Configurator	\$ 700.00
241	1	EA	238210	307-2	F & I Polara control system with vent (Hoffman Alum) at controller complete	\$ 2,000.00
242	1	EA	238210	307-2	EVPE for 1 approach	\$ 2,800.00

243	1	EA	238210	307-2	EVPE for 2 approaches (Dual)	\$ 3,200.00
244	1	EA	238210	307-2	SP-1-T Pedestrian Signal w/ count-Down	\$ 900.00
245	1	EA	541370	309-4	Adjust Survey Monuments to Grade	\$ 135.00
246	1	LF	237310	314-4.3.7	Painted Traffic Stripes and Painted Curb Markings	\$ 1.50
247	1	LF	237310	314-4.4.6	Grind Existing Limit Line and Crosswalk and Install Thermoplastic Traffic Stripes	\$ 6.00
248	1	SF	237310	314-4.4.6	Thermoplastic Pavement Markings	\$ 4.00
249	1	LF	237310	314-5.6	Installation of tactile strip	\$ 6.50
250	1	EA	237310	314-5.6	Pavement Markers (retroreflective and non-retroreflective)	\$ 5.00
251	1	LS	238990	703-16	Preparation of Hazardous Waste Management Plan and Reporting	\$ 1,000.00
252	1	DAY	541330	707-1	Suspension of Work - Resources	\$ 50.00
253	1	LF	541330	707-2	Archeological and Native American Monitoring Program	\$ 6.00
254	1	LF	541330	707-3	Paleontological Monitoring Program	\$ 3.00
255	1	AL	541330	707-4	Archeological and Native American Mitigation and Curation	\$ 10,000.00
256	1	CY	541330	707-5	Paleontological Mitigation and Excavation	\$ 100.00
257	1	LF	237110	707-6	Handling and Disposal of Non-friable Asbestos Pipe Material	\$ 30.00
258	1	AL	237310	7-10.6.3	Portable Changeable Message Signs (PCMS)	\$ 5,000.00
259	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	\$ 1,000.00
260	1	EA	237990	701-13.9.5	Storm Drain Inlet Markers	\$ 30.00
261	1	EA	238210	9-3.1	Install Mast-arm Mounted or side-mounted sign	\$ 200.00
262	1	EA	237310	9-3.1	F & I Type K marker sign & post	\$ 250.00
263	1	EA	237310	9-3.1	F & I sign panels on new post	\$ 400.00
264	1	EA	238210	9-3.1	Remove and Relocate Existing Traffic Sign	\$ 300.00
265	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	\$1,000.00
266	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation	\$3,000.00
267	1	LS		9-3.4.1	Mobilization (3% of Approved Task Amount)	
268	1	LS	237310	7-10.2.6	Traffic Control (5% of Approved Task Amount)	
269	1	AL		9-3.5	Field Orders - Type II (5% of Approved Task Amount)	

08 2/19

City of San Diego

CONTRACTOR'S NAME: Southwest Traffic Signal Service, INC.
 ADDRESS: 397 Raleigh Ave El Cajon, CA 92020
 TELEPHONE NO.: 619-442-3343 FAX NO.: 619-442-4708
 CITY CONTACT: Clementina Giordano, Contract Specialist, Email: CGiordano@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633
J.Cramoline/R.Taleghani/egz

CONTRACT DOCUMENTS



FOR

Job Order Contract (JOC) SLBE TS15 Street Lighting / Traffic Signals

VOLUME 2 OF 2

BID NO.: L-15-1289-JOC-2
 SAP NO. (WBS/IO/CC): 11000322
 CLIENT DEPARTMENT: 2112
 COUNCIL DISTRICT: CITYWIDE
 PROJECT TYPE: IH, IL

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION

TABLE OF CONTENTS

DESCRIPTION

PAGE NUMBER

Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

- 1. Bid/Proposal..... 3
- 2. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 6
- 3. Contractors Certification of Pending Actions..... 7
- 4. Equal Benefits Ordinance Certification of Compliance..... 8
- 5. Price Proposal Forms 9

BIDDING DOCUMENTS

PROPOSAL

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.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

- (1) Name under which business is conducted _____
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____
- (6) Email Address _____

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____

BIDDING DOCUMENTS

(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

(3) Signature (Note: Signature must be made by a general partner)

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

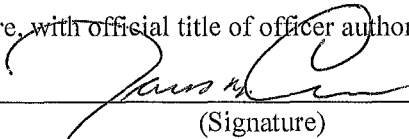
(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted SOUTHWEST TRAFFIC SIGNAL SERVICE, INC.

(2) Signature, with official title of officer authorized to sign for the corporation:



(Signature)

JAMES E. CRESS

(Printed Name)

Vice President

(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of CALIFORNIA

(4) Place of Business (Street & Number) 397 RALEIGH AVE

(5) City and State EL CAJON, CA Zip Code 92020

(6) Telephone No. 619-442-3343 Facsimile No. 619-442-4708

(7) Email Address JCRESS@SOUTHWESTSIGNAL.COM

BIDDING DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A, B, C-10

LICENSE NO. 451115 EXPIRES 1-31-2016

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

Email Address: Jcross@SouthwestSignal.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

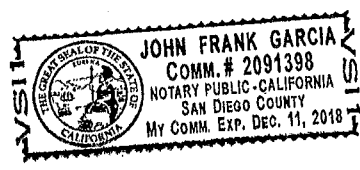
I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature [Handwritten Signature] Title Vice President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 17 DAY OF February, 2015

Notary Public in and for the County of San Diego, State of California

[Handwritten Signature]
(NOTARIAL SEAL)



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) ss.

James Cress, being first duly sworn, deposes and says that he or she is Vice President of 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.

Signed: [Signature]
Title: Vice President

Subscribed and sworn to before me this 17th day of February, 2015
[Signature]
Notary Public

(SEAL)



BIDDING DOCUMENTS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

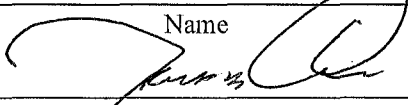
CHECK ONE BOX ONLY.

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

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

Contractor Name: SOUTHWEST TRAFFIC SIGNAL SERVICE, INC.

Certified By JAMES E. CRESS Title VP

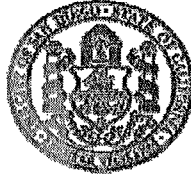
Name

 Signature

Date 2-17-15

USE ADDITIONAL FORMS AS NECESSARY

BIDDING DOCUMENTS

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION

Company Name: SOUTHWEST TRAFFIC SIGNAL SERVICE, INC. Contact Name: JIM CRESS
 Company Address: 397 RALEIGH AVE EL CAJON, CA 92020 Contact Phone: 619-442-3343
 Contact Email: JCRESS@SOUTHWEST SIGNAL.COM

CONTRACT INFORMATION

Contract Title: Job Order Contract SLBE TS15 SL/TS Start Date: UNKNOWN
 Contract Number (if no number, state location): L-15-1289-JOC-2 End Date: UNKNOWN

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

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

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

James E. Cress [Signature] 2-17-15
 Name/Title of Signatory Signature Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved – Reason: _____

(Rev 02/15/2011)

BIDDING DOCUMENTS

PRICE PROPOSAL FORMS

SCHEDULE OF PRICES

The Contractor shall perform all Work required, necessary, and proper for or incidental to completing the Work called for in each individual Task Order issued under this Job Order Contract using the Unit Price Book (UPB) with the following adjustment factors.

The Bidder guarantees the Adjustment Factors for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Composite Adjustment Factor guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

1. **Normal Working Hours Adjustment Factor:** The Contractor shall perform any or all Prepriced and Non-Prepriced Work items called for in the Task Order Scope of Work *during normal working hours* in the quantities specified in the individual Task Orders assigned to this contract for the sum of the appropriate prices contained in the Unit Price Book (UPB) (Prepriced Items) and for the sum of the lowest prices obtained from the required number of competitive external quotes (Non-Prepriced Items) in which both Prepriced and Non-prepriced items are to be multiplied by the adjustment factor #1 of:

.9475

Specify to four (4) decimal places.

NINE THOUSAND FOUR HUNDRED SEVENTY FIVE TEN THOUSANDTHS

Adjustment Factor #1 for normal working hours – in words.

2. **Other Than Normal Working Hours Adjustment Factor:** The Contractor shall perform any or all Prepriced and Non-Prepriced functions called for in the Task Order Scope of Work *during other than normal working hours* in the quantities and line items specified in the individual Task Orders assigned to this Contract for the sum of the appropriate prices contained in the Unit Price Book (UPB) (Prepriced Items) and for sum of the lowest prices obtained from the required competitive external quotes (Non-Prepriced Items) in which both Prepriced and Non-prepriced Items are to be multiplied by the adjustment factor #2 of **(may not be lower than the one stated above):**

.9875

Specify to 4 decimal places.

NINE THOUSAND EIGHT HUNDRED SEVENTY FIVE TEN THOUSANDTHS

Adjustment Factor #2 for other than normal working hours – in words.

Failure to submit adjustment factors for Items 1 and 2 above to four (4) decimal places shall result in the bid being deemed **non-responsive** and ineligible for further consideration.

BIDDING DOCUMENTS

Composite Adjustment Factor Calculation:

Enter below the adjustment factors listed above and perform the required calculations:

Item	Adjustment Factor (4 Decimal Places)	Percentage Factor	Partial Composite Adjustment Factor (4 Decimal Places)
1	.9475	80%	.7580
2	.9875	20%	.1975
Composite Adjustment Factor			.9555

Bidder: SOUTHWEST TRAFFIC SIGNAL SERVICE, INC by James Cress

Title: Vice President

Signature: 

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: A, B, C

NOTES:

- A. Total Composite Adjustment Factor(s) are subject to tabulation/verification by the City.
- B. Adjustment Factors and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit Adjustment Factors where required shall render the Bid non-responsive and shall be cause for its rejection.
- E. Bids shall have Adjustment Factors, Bid Amounts, and Total Composite Adjustment Factors expressed to four (4) decimal places (tenths, hundredths, thousandths, and ten thousandths).
- F. All Bid Amounts and Total Composite Adjustment Factors will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Adjustment Factor x Percentage Factor and the Bid Amount, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Bid Amounts with the Total Composite Adjustment Factor, the sum of the Bid Amounts shall govern.
- H. Adjustment Factors submitted that exceed four (4) decimal places shall be cause for deeming the bid non-responsive and ineligible for further consideration.
- I. 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.