

Mr. Ken Bertalan, Sr. Vice President  
Bergelectric Corporation  
650 Opper Street  
Escondido, CA 92029  
P. 760-670-1003 F. 760-746-4619

W off 14294

ES  
DH

# City of San Diego

**CITY CONTACT:**

Claudia Abarca Contract Specialist:  
Address: 1010 Second Avenue, Suite 1400, MS 614C  
Email: [cabarca@sandiego.gov](mailto:cabarca@sandiego.gov)  
Phone No.: 619-533-3439 Fax No.: 619-533-3633  
S Amirazizi /BD/LJI



**COPY**

## REQUEST FOR PROPOSAL (RFP)

**FOR**

### SDFD STATION ALERTING DESIGN-BUILD CONTRACT

BID NO.:	<u>K-13-5567-DB1-3-B</u>
SAP NO. (WBS/IO/CC):	<u>L-12002</u>
CLIENT DEPARTMENT:	<u>1912</u>
COUNCIL DISTRICT:	<u>CITYWIDE</u>
PROJECT TYPE:	<u>BB</u>

**PROPOSAL DUE:**

**12:00 NOON**

**MAY 30, 2013**

**CITY OF SAN DIEGO**

**PUBLIC WORKS CONTRACTING GROUP  
1010 SECOND AVENUE, SUITE 1400, MS 614C  
SAN DIEGO, CA 92101  
ATTN: CONTRACT SPECIALIST**

## TABLE OF CONTENTS

SECTION	PAGE NUMBER
1. INTRODUCTION.....	4
2. EQUAL OPPORTUNITY.....	4
3. PROJECT BACKGROUND AND DESCRIPTION.....	5
4. SCOPE OF REQUIRED WORK AND SERVICES.....	5
5. SELECTION PROCESS.....	6
6. POLICIES, PROCEDURES AND GUIDELINES.....	10
7. EVALUATION CRITERIA.....	11
8. SELECTION AND AWARD SCHEDULE.....	11
9. PRE-PROPOSAL ACTIVITIES.....	11
10. SPECIAL CONDITIONS.....	12
<b>ATTACHMENTS</b>	
A. PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS.....	16
B. PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA.....	28
C. CONTRACT FRONT END VOLUME 1.....	35
1. Notice Inviting Bids.....	37
2. Contract Forms Agreement.....	50
3. Contract/Agreements Attachments:.....	53
1. Performance Bond and Labor and Materialmen’s Bond.....	54
2. Drug-Free Workplace Certificate.....	56
3. American with Disabilities Act (ADA) Compliance Certificate.....	57
4. Contractor Standards - Pledge of Compliance Certificate.....	58
5. Affidavit of Disposal Certificate.....	59
6. Materials and Workmanship Compliance.....	60
7. Notice of Materials to be Used.....	61
8. Long-Term Maintenance Agreement.....	62
9. Supplementary Special Provisions.....	78
10. Supplementary Special Provisions – Appendices.....	85
A. Notice of Exemption.....	86
B. Sample City Invoice.....	88

## TABLE OF CONTENTS

D.	CONTRACT FRONT END VOLUME 2 .....	90
1.	Bid/Proposal .....	92
2.	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106.....	95
3.	Contractors Certification of Pending Actions.....	96
4.	Equal Benefits Ordinance Certification of Compliance .....	97
5.	Design-Build Proposal.....	98
6.	Price Proposal Forms (Design Build).....	99
7.	Form AA05 – Design-Build List of Subcontractors.....	104
8.	Form AA10 - Design-Build List of Subcontractors Additive/Deductive Alternate .....	105
9.	Form AA15 - Design-Build List of Subcontractors.....	106
10.	Form AA20 - Design-Build List of Subcontractors Additive/Deductive Alternate .....	107
11.	Form AA25 - Design-Build Named Equipment/Material Supplier List.....	108
12.	Form AA26 - Design-Build Named Equipment/Material Supplier List Additive/Deductive Alternate .....	109
13.	Form AA30 - Design-Build Named Equipment/Material Supplier List.....	110

## 1. INTRODUCTION

- 1.1. This is the City of San Diego's (City) first step (in a 1-step process) in the selection process to provide Design-Build services for the **SDFD Station Alerting Design-Build Contract** (Project). The Design-Builders shall disregard references to RFQ and SOQ documents in this RFP.
- 1.2. Class "A" or "B" or "C-10" or "C-7" contractor's license will be required.
- 1.3. The Design-Builder shall ensure that Design-Builder's license(s) shall be valid when Proposal is submitted. Failure to comply with this requirement will result in the rejection of the Proposal as being **non-responsive**.
- 1.4. Engineer's Estimate – The Engineer's estimate of the most probable Contract Price is **\$3,100,000**. The Proposal shall not exceed the Engineer's Estimate by more than 5% as described in the Attachment B.
- 1.5. The Design-Builders interested in bidding this project shall be pre-qualified through the City's Prequalification program:
  - 1.5.1. The Design-Builders shall submit a complete prequalification application to the City of San Diego, Public Works Department, Pre-Qualification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101.
  - 1.5.2. Information about the Pre-Qualification Program and the required application materials are available on the City's web site. Please contact Dave Stucky at (619) 533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov) for additional information about the Pre-Qualification Program.
  - 1.5.3. Design-Builders shall receive prequalification clearance **no later than the Proposal due date and time**. Pre-qualification materials shall be received at the above address no later than 2 weeks prior to the Proposal due date.
- 1.6. This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, and the minimum information that shall be included in the Proposal. Failure to submit information in accordance with this RFP's requirements and procedures may be cause for disqualification.
- 1.7. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design shall not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, e.g., the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

**2. EQUAL OPPORTUNITY**

- 2.1.** As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City’s expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.
- 2.2.** The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City’s EOCP requirements included in the Contract Documents.
- 2.3.** Subcontractor Participation:
- 2.3.1.** The City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:
- |    |                               |      |
|----|-------------------------------|------|
| 1. | SLBE participation            | 1.4% |
| 2. | ELBE participation            | 1.7% |
| 3. | Total mandatory participation | 3.1% |
- 2.3.2.** The Design-Builders are encouraged to attend the Pre-Proposal Meeting to better understand the Good Faith Effort requirements of this contract. See the City’s document titled “SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal” available at: <http://www.sandiego.gov/eoc/>
- 2.3.3.** The Proposal will be declared non-responsive if the Design-Builder fails the following mandatory conditions:
1. Design-Builder’s inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
  2. Design-Builder’s submission of Good Faith Effort documentation demonstrating the Design-Builder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Day of the Public Ranking Meeting if the overall mandatory participation percentage is not met.

**3. PROJECT BACKGROUND AND DESCRIPTION**

See Attachment A.

**4. SCOPE OF WORK AND SERVICES**

- 4.1.** Work and Services required of the Design-Builder include those during design, installation, and maintenance of a station alerting system for 46 fire stations. The Design-Builder shall provide all management, supervision, labor, services, equipment, tools, supplies, and any other item of every kind and description required for the complete design and construction of the Project, as described in Attachment A. The system i.e., hardware and software being constructed and completed as part of the Project shall be available 24 hours a day and 7 days a week.

- 4.2. The Design-Builder shall provide all inclusive separate bid items for ongoing annual maintenance of both hardware and software with all proposed options for varied service level agreements once the warranty has expired. These service levels shall include:
  - 4.2.1. Software maintenance and upgrades
  - 4.2.2. Hardware repair and replacement
  - 4.2.3. Definitions of all components and parts that are included and excluded as part of the agreement
  - 4.2.4. Hourly rates for services which are not covered by the maintenance agreement
- 4.3. For purposes of this RFP, the following terms shall have the following meanings:
  - 4.3.1. “System” means all Hardware and Software designed, furnished and installed by the Design-Builder, provided, that the term “System” specifically excludes any components, hardware, or software provided by third parties, including without limit City’s computers, lap tops, computer peripherals, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to the City directly by the Design-Builder.
  - 4.3.2. “Hardware” means a physically tangible electro-mechanical system or sub-system and associated documentation provided to the City.
  - 4.3.3. “Software” means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data that are licensed to the City by the Design-Builder.
- 4.4. **Maintenance Agreement**
  - 4.4.1. A Long-Term Maintenance Agreement included in attachment C and has been attached to the Contract for ongoing annual maintenance of both hardware and software which shall be signed upon the request from the Engineer and prior to Acceptance. The signed agreement shall be accompanied by the evidence of insurance as specified in the Long-Term Maintenance Agreement.

## 5. **SELECTION PROCESS**

Each Design-Builder shall submit separate “Technical” and “Price” Proposals as described in this RFP.

### 5.1. **Technical Proposal Requirements**

- 5.1.1. Failure to comply with this section will render the Design-Builder’s submittal invalid and disqualify it from this selection process.

**5.1.2.** The Technical Proposal shall be concise and well organized and shall demonstrate the Design-Builder's qualifications and experience applicable to the Project. Type size and margins for text pages shall be in accepted standard formats for desk top publishing and word processing and result in no more than 500 words per page and shall be limited to no more than 50 one-sided pages (8 ½" x 11") inclusive of any cover sheets, resumes, graphics, forms, pictures, photographs, dividers, front and back cover and supporting documentation. Double-sided pages are not acceptable. Paper foldouts in sizes other than the Standard Letter size will count as 2 pages against the established Proposal page-count limit. The EOCP forms shall be excluded from the page limit stated above.

**NOTE:** A cover letter may be submitted but SHALL not contain any information that is a required element of the Technical Proposal (i.e. acknowledgement of addenda)

**5.1.3.** The EOCP information not revealing the Contract Price shall be submitted with the Technical Proposal.

**5.1.4.** The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in Attachment B. The contents of the Proposal shall be organized consistent with the Attachment B.

## **5.2. Price Proposal Requirements**

**5.2.1.** One executed original, clearly marked on the cover, of the Price Proposal shall be submitted in a separate sealed envelope. Refer to Attachment 'D' of this RFP for the Price Proposal form to be used.

**5.2.2.** The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.

**5.2.3.** The lowest proposed price is not the determining factor for award of this contract. See Attachment 'B' for criteria from which the proposals will be evaluated.

**5.2.4.** In case of discrepancies, written numbers will govern over numerical. The summation of all lump sum, unit prices, allowances and any other priced items will govern over the total price in case of discrepancies between the two.

**5.2.5.** Certain EOCP information (i.e., Subcontractors and Suppliers listings) that indicates the dollar value of the portions of the work to be performed by the Subcontractors and Suppliers shall be submitted as part of the Price Proposal

## **5.3. Submittal Requirements**

### **5.3.1. Technical Proposal**

**5.3.1.1.** The Technical Proposal shall be received no later than the time and date shown on the cover of this RFP.

**5.3.1.2.** One executed original, clearly and conspicuously marked on the cover, and 6 complete paper copies of the Proposal and 1 Compact Disk (CD) or Digital Video Disk (DVD) with a complete Portable Document Format (PDF) formatted version of the submitted documents for this proposal shall be included. The following information will be clearly marked on the outside of each package:

Name of Design-Builder

Project Title

“Technical Proposal” Package Number (e.g., 1 of 16, 2 of 16, etc.)

Marked “CONFIDENTIAL” (in red)

**5.3.1.3.** The Technical Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.

The Design-Builder shall provide the names of the principal individual owners of the firm. In the event the firm is employee owned or publicly held, then the fact shall be stated and the names of the firm’s principals or officers shall be provided.

**5.3.1.4.** Failure to comply with the requirements of this RFP may result in disqualification.

**5.3.1.5.** Technical Proposals and modifications thereto received subsequent to the hour and date specified above will render the Design-Builder’s submittal invalid and will cause its disqualification from this selection process.

**5.3.1.6.** Proposals that deviate from the RFP and Bridging Documents supersede the RFP in accordance with 2-5.2, “Precedence of Contract Documents.”

Design elements which deviate from the scope of Work, City’s design guidelines, or material substitution which differs from the Approved Material List shall be highlighted in accordance with Attachment B, “Exception to this RFP” of the Proposal and brought to City’s attention during the presentation and interview.

**5.3.1.7. Questions:**

1. Questions shall be directed to the Contract Specialist prior to the Proposal due date. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, which will be uploaded to City’s online service(s) e.g., e-Bidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents).
2. Questions received less than 14 days prior to the Proposal due date may not be answered. 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 Proposal.



### **5.3.2. Price Proposal**

**5.3.2.1.** The Price Proposal shall be submitted separately from the Technical Proposal and shall be received no later than the time and date shown on the cover of this RFP.

**5.3.2.2.** Submittal of the Price Proposal after the date stipulated in this section will be cause for rejection of the entire Proposal and disqualification of the Design-Builder for this selection process.

**5.3.2.3.** Bidders shall provide definitions and prices for support during following various hours as follows:

- Normal Working Hours
- Outside Normal Working Hours
- Holidays

**5.3.2.4.** The Price Proposal is to be submitted in sealed packages with the following information clearly marked on the outside of each package:

Name of Design-Builder  
Project Title  
“Price Proposal” Marked “CONFIDENTIAL” (in red)

**5.3.2.5.** Failure to comply with the requirements of this RFP may result in disqualification.

**5.3.2.6.** Price Proposals or modifications thereto received subsequent to the hour and date specified above will render the Design-Builder’s submittals invalid and will cause their disqualification in the selection process.

### **5.4. Review of Technical Proposal**

**5.4.1.** Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.

**5.4.2.** Subsequent to receipt, the City will provide written notice of the schedule for technical presentations. This schedule will be on a "random draw" basis and has no bearing on the potential for award.

### **5.5. Technical Presentation**

**5.5.1.** The presentation/interview will consist of a 30 minute presentation by the Design-Builder and 30 minutes of questions by the Panel. The presentation shall be presented by the Design-Builder’s key personnel who will be continuously involved on site or in San Diego, in relative proportion to their level of involvement. Based on the Proposal, interview and the Project’s Evaluation Criteria, the Panel will rank the Design-Builder’s of its qualifications.

**5.5.2.** The Design-Builders are responsible for bringing any and all equipment and materials that are required for the presentation. The City will not provide any equipment or materials for presentations.

**5.6. Final Selection (Adjusted Low Bid)**

**5.6.1.** The ranking of each Design-Builder during the Technical Proposal review and the Interviews will serve as a divisor of the Price Proposal submitted thereby determining weighted price.

**5.6.2.** Selection will be based on “Adjusted Low Bid”. Following review of the Technical Proposals and the oral presentations/interviews, the resulting qualitative evaluation scores will be totaled on a scale of 0 to 100, and will be converted to a decimal (e.g., score of 85 is written as 0.85). After the scores have been calculated, each Design-Builder’s price envelope will be opened. The price will be divided by the score (expressed as a decimal) to yield the “Adjusted Low Bid”. The lowest adjusted bid will be recommended for Contract award. The adjustment to the Price Proposal is for selection purposes only. The Price Proposal as submitted is the actual Contract Price.

**5.6.3.** The following example summarizes and illustrates the process:

Design-Builder	Qualitative Score (100 Maximum)	Price Proposal	Adjusted Price *
A	0.85	\$1,000,000.00	\$1,176,471
B	0.95	\$1,300,000.00	\$1,368,421
C	0.65	\$900,000.00	\$1,384,615
* The adjustment to the Proposal is for selection only. Firm “A” has Adjusted Lowest Bid. The Price Proposal is the actual Contract amount.			

**5.6.4.** The Design-Builders will be notified in writing of the City’s final decision.

**6. POLICIES, PROCEDURES AND GUIDELINES**

**6.1.** The Program's Selection Process is based on the policies, procedures and guidelines contained in the City Municipal Code Chapter 2, Article 2, and Division 33.

**6.2.** A Ranking Panel (Panel) will be established for this project and will include representatives from the City and may include other interested parties (e.g., Participating Agencies, and representative from the Community at Large).

**6.3.** The Panel will review Proposals received and when required interview each Design-Builder in accordance with Attachment ‘B’ of this RFP. Based on the Proposal, interview and the Project’s Evaluation Criteria, the Panel will rank the Design-Builders as to qualifications in a public meeting. The Panel will forward its ranked listing of Design-Builders to the Mayor or designee. The public meeting will be held at 2:30 PM at Public Works Contracting Group, 1010 Second Avenue, Suite 1400, San Diego, California, 92101 as scheduled in Section 8.

6.4. The Mayor or designee will make the selection or final recommendation to City Council (as applicable) concerning the Contract.

7. **EVALUATION CRITERIA**

The evaluation criteria and the respective weights that will be given to each criterion are attached as Attachment 'B'.

8. **SELECTION AND AWARD SCHEDULE**

The City anticipates that the process for selecting a Design-Builder, and awarding the contract, will be according to the following tentative schedule:

8.1.	Pre-Proposal Meeting and Station Tours (4)	May 8, 2013
8.2.	Proposal Due Date	May 30, 2013
8.3.	Interviews	June 13 and 14, 2013
8.4.	Public Ranking Meeting	June 20, 2013
8.5.	Selection and Notification	June 26, 2013
8.6.	Receipt of Bonds and Insurance Certificates	July 3, 2013
8.7.	Notice to Proceed	July 17, 2013

9. **PRE-PROPOSAL ACTIVITIES**

9.1. **Questions Concerning RFP**

All questions regarding the RFP shall be presented in writing to the City Contact at the postal address or the e-mail address identified on the cover sheet of the RFP.

9.2. **Pre-Proposal Meeting**

9.2.1. A Pre-Proposal meeting will be held on **May 8, 2013**, from 10:00 AM to 11:00 AM, at 1010 Second Avenue, Suite 1400, large conference room, San Diego, CA, 92101. All potential responders are encouraged to attend. Any materials distributed at the meeting will be issued to all RFP recipients in the form of an addendum to this RFP. It is not necessary for all members of a Design-Builder's team to be present at the Pre-Proposal Meeting, however, the Design-Builder will be held accountable for receiving and applying all information discussed at the Pre- Proposal Meeting.

9.2.2. Bid shall be considered non-responsive if the Design-Builder fails to attend the Pre-Proposal Meeting as evidenced by the City's meeting sign-in sheet when such a meeting has been specified to be required.

**9.3. Pre-Proposal Site Visit.**

In conjunction with the Pre-Proposal meeting, the Design-Builders are encouraged to attend a guided tour of 4 typical Fire Station Sites with the Engineer. The purpose of the Site Visit is to acquaint Design-Builders with the Site conditions. To request a sign language or oral interpreter for this visit, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. A Pre-Proposal Site Visit is scheduled as follows:

Time: immediately following the Pre-Proposal meeting

Date: May 8, 2013

Location: Fire Stations Citywide

**9.4. Revision to the RFP**

The City reserves the right to revise the RFP prior to the Proposals due date. Revisions to the RFP will be issued in the form of Addendum and posted online. The City reserves the right to extend the date by which the Proposals are due.

**10. SPECIAL CONDITIONS**

**10.1. Reservations**

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for Work.

**10.2. Public Records**

After the selection process is complete and a contract is signed between the City and the winning Design-Builder, all Proposals submitted in response to this RFP become the property of the City and public records, and as such may be subject to public view.

**10.3. Right to Cancel**

The City reserves the right to cancel, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Design-Builders will be notified in writing by the City.

**10.4. Additional Information**

The City reserves the right to request additional information or clarifications from or interview any or all Design-Builders.

**10.5. Public Information**

Release of Public Information - Selection announcements, contract awards, and all data provided by the City shall be protected from public disclosure. Design-Builders desiring to release information to the public, shall receive prior written approval from the City.

**10.6. Changes to Key Personnel and Substitution of Subcontractors**

**10.6.1.** The Design-Builder shall not change or substitute any individual that is identified as “key personnel” in its Proposal without the written consent of the City.

**10.6.2.** The Design-Builder shall not change or substitute any material, Supplier Subconsultants, or Subcontractor identified in its Proposal without written consent of the City.

**10.7. Use of Reference Documents and Pre-Design Reports**

**10.7.1.** The City has made available As-Built Plans and Reference Documents related to the Project. Use of these reports shall be for general project background information only, and shall be used at the Design-Builder’s risk. No responsibility is assumed by the City for the completeness or accuracy of these reports.

**10.7.2.** The following documents are described in the Scope of Work (Attachment ‘A’):

1. Project Description
  - Typical Alert scenario
  - Data Paths for Receiving Dispatch Alert Notifications
  - Roles and Responsibilities – City
  - Roles and Responsibilities – Design-Builder
2. Scope of Work
  - System Design
  - Specification of Equipment
  - Computer Aided Dispatch (CAD) Interface Design
  - Project Management
  - Construction
  - Training
  - Service and Maintenance
  - System Acceptance
3. Reference Standards

**10.8. Use of Computer Aided Drafting and Design (CADD)**

The Design-Builder shall use CADD. CADD drawings, figures, and other work shall be produced by the Design-Builder using MicroStation software. Conversions of CADD work from any other non-standard CADD format to City standard MicroStation format shall be acceptable. Refer to City’s CADD Standards for detailed requirements.

**10.9. Scheduling and Management Reporting Systems**

The Design-Builder will be required to use the latest version of the Primavera Project Management and Scheduling Software or equal.

**10.9.1.** The City will require the Design-Builder to submit and maintain a task-oriented computerized schedule for completing the Work over the life of the Project.

**10.9.2.** The Design-Builder shall anticipate that the development of this schedule will require at least 3 steps; (1) development of a work breakdown structure by the Design-Builder and submittal to the City for review; (2) development of interface procedures (and software, if necessary) to communicate from the Design-Builder's computer networking software to the City's networking software (Primavera), and (3) development of an activity network for submittal to the City for review and concurrence.

**10.9.3.** The Design-Builder will be required to furnish activity status and network updates on disks in a format that will interface with the City's scheduling system. The City will utilize the schedule information supplied by the Design-Builder in to review progress payments and to monitor the progress of the project against the agreed schedule requirements.

**10.10. Project Schedule**

**10.10.1.** The City has established the following tentative milestones for the Project:

- a. Issue Design NTP July 17, 2013
- b. Approve project schedule July 24, 2013
- c. Issue Construction NTP August 15, 2013
- d. Issue Notice of Completion August 29, 2014

**10.10.2.** For the Contract Time refer to Contract Front End Volume 1, Notice Inviting Bids (see Attachments).

**10.11. Acknowledgement of Addenda**

The Design-Builder shall confirm in its Proposal the receipt of all addenda issued to this RFP. Failure to acknowledge all addenda issued, will result in the Proposal being considered **non-responsive** and ineligible for further consideration.

- 10.12.** The agreement, terms and conditions are included in The City's Front End Contract Documents Volume 1 and 2, The GREENBOOK Part 1, and The WHITEBOOK e.g., the City Supplement.

**ATTACHMENT A**

**PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND  
BRIDGING DOCUMENTS**



## ATTACHMENT A

### PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS

#### PUBLIC WORKS DEPARTMENT

##### 1. **Project Description:**

Design and Construct the Fire Alerting System for the San Diego Fire-Rescue Department (SDFD).

The City of San Diego's Asbestos and Lead Management Program (ALMP) will be assisting with the San Diego Fire-Rescue Department Station Alerting Upgrades for all 46 fire stations within the City of San Diego. ALMP will be responsible for the identification and mitigation of any asbestos and lead materials that will be impacted by the scope of work for this the design-build contract and associated costs shall not be included in the Design-Builder's proposal.

The ALMP has over the years conducted multiple asbestos and/or lead inspections for most City fire stations and has generated a number of reports which include material descriptions, locations, conditions, and hazardous classification. Prior to entering each fire station to begin design work, ALMP will provide specific areas of concern related to asbestos and/or lead at each facility so the design team does not cause any disturbance and/or release of asbestos and/or lead during their investigative work. At the point where the Design-Builder provides initial design plans for each individual station, ALMP will review and determine if additional sampling is required and if any abatement will be required to accommodate the design. When possible, Design-Builder will work with ALMP staff to modify the design, if possible, to minimize abatement costs. Any required abatement will be coordinated by ALMP staff and performed through the City's "as needed" abatement contractor.

#### **SAMPLE COLLECTION**

The inspections and sampling performed by the ALMP was conducted without using destructive methods. Therefore, it is possible for the Design-Builder to encounter additional suspected hazardous materials within wall cavities or plenum areas. The Design-Builder shall remain vigilant in identifying any suspected materials that has not yet been tested throughout work activities.

**If additional suspected asbestos materials or painted surfaces to be impacted are identified that have not been previously tested or have not been included in the abatement scope of work, stop work in that area and immediately notify the ALMP.**

Within 24 hours on a work day, the ALMP staff will undertake confirmation of the material and determine if abatement is required. If additional abatement is required, the City will conduct such abatement at no cost to the Design-Builder.

#### **Typical Alert Scenario**

A typical emergency response begins with a call to 9-1-1 by a citizen. The call is answered by the Primary Service Access point (PSAP), San Diego Police (if land line) or CHP (if cell phone). If the emergency event involves either a medical emergency or a fire, the call is transferred to the secondary PSAP, San Diego Fire-Rescue. It is at this point that the dispatching process begins.

The Fire-Rescue operator processes information concerning the call, using the Computer Aided Dispatch (CAD) application. Information is gathered related to the incident, such as the address or location of the incident, the type of structure in which the incident is occurring. CAD then recommends the closest most appropriate unit to handle the incident.

When this information is collected and the unit(s) is committed in CAD, several automated dispatch messages are sent to the appropriate units and stations. This includes a pager message, mobile data computer (MDC) incident notification as well as alert tones and voice dispatch through the Station Alerting system. Note that the vehicle must actually be in the fire station for the station alerting equipment to be activated. If the closest vehicle is not in the station, then the vehicle and crews are notified only via pager and MDC which are outside the scope of this RFP.

Upon receipt of the alarm, the crews prepare to embark. Crucial to this process is the crew having information about the address or location of the incident, and the type of incident. The type of incident is important to ensure the crews know how to attire for the incident, as they dress differently for a brush fire incident than they do for a medical aid incident. In addition, they may even need to know whether or not to take the vehicle especially designed for brush fires, or the normal urban equipped fire engine.

With information in hand, the crew departs for the incident.

#### Data Paths for Receiving Dispatch Alert Notifications

Dispatch notification is a critical function. For this reason SDFD requires a solution that is capable of receiving alert notifications through multiple redundant data paths to ensure that the alert message is received. Each fire station is included in the City of San Diego's wide area network (WAN). The WAN data connection will be the primary method of data transport for station CAD dispatch notifications. Responders to this proposal are encouraged to identify and recommend at least two (2) other potential transport systems for consideration.

#### Roles and Responsibilities – City

SDFD's Communications Division will be the primary point of contact for the implementation and on-going support of the system. The City will assign a Project Manager who will be responsible for managing budget, procurement and contracting, project management of City responsibilities, and issue resolution.

Other parties involved will include:

- SDFD's Information Technology section which will assist in implementing the interface between the CAD system and the Station Alerting system.
- SDFD's Logistics section, which is responsible for physically maintaining the Fire Stations.
- the City's Communications Division which is responsible for wireless communications.
- San Diego Data Processing Corporation which currently manages and maintains the City's Wide Area Network (WAN).

The City Project Manager will be responsible for:

- Assuming an active leadership role in assembling project teams, identifying appropriate resources needed and developing and executing project plans within the established scope, budget and timeline.
- Acting as central point of contact between hardware manufacturer(s) and user agencies.
- Troubleshooting and resolving hardware, firmware, software, and other carrier issues in a timely manner in coordination with hardware and other proposers.
- Leading and facilitating various project meetings to help identify issues and document resolutions in addition to holding periodic status meetings with SDFD is staff and user personnel.

Roles and Responsibilities – Design-Builder

The selected Design-Builder will be responsible for system design, project management of vendor responsibilities, developing specifications, implementation and installation, training, issue resolution towards system acceptance, and maintenance of the system following Acceptance. The Design-Builder shall enter into a separate long-term maintenance contract after Acceptance.

**2. Scope of Work:**

Design and construct the Fire Alerting System for various Fire Stations around San Diego as detailed below.

Stations vary in the number of dorms, average size (Small, Medium, and Large), and include specialty stations that would require custom specifications. The following outlines the number of SDFD stations by station type. Please note that the following abbreviations are used for the Breakdown of Equipment section:(E= engine, T=Truck, M=medic, B= Battalion Chief, BR=Brush Rig, MR=Medic Recue, R=Rescue, U=Utility Rig, CR=Crash Rig):

STA	BLDG #	Address	In Service	Dorms	Bays	Sq. Ft.	Breakdown of Equipment per station
13	1226	809 Nautilus Ave.	Mar-76	4	1	2,410	E13
6	1257	693 Twining Ave.	Apr-78	4	1	2,429	E6
22	238	1055 Catalina Blvd.	Dec-42	4	1	2,730	E22
16	1297	2110 Via Casa Alta.	Sep-82	4	2	2,944	E16
3	1252	725 W. Kalmia St.	Dec-77	4	2	3,226	E3

<b>STA</b>	<b>BLDG #</b>	<b>Address</b>	<b>In Service</b>	<b>Dorms</b>	<b>Bays</b>	<b>Sq. Ft.</b>	<b>Breakdown of Equipment per station</b>
8	216	3974 Goldfinch St.	Oct-64	4	2	3,266	E8
34	241	6565 Cowles Mountain Blvd.	Nov-63	4	2	3,310	E34, BR34
17	229	4206 Chamoune Ave.	Oct-50	4	2	3,332	E17
15	226	4711 Voltaire St.	Aug-49	4	2	3,350	E15
7	214	944 Cesar E Chavez Pkwy.	Aug-57	4	2	3,645	E7
27	249	5064 Clairemont Dr.	May-55	4	2	4,065	E27
19	1454	3434 Oceanview Blvd.	Mar-86	4	2	4,340	E19, M99
23	240	2190 Comstock St.	Dec-64	4	2	4,577	E23, U23
9	1270	7870 Ardath Lane	Nov-79	4	2	6,486	E9, MR9
4	206	404 Eighth Ave.	Feb-38	4	2	7,120	E4, R4
43	10057	1590 La Media Rd.	Apr-95	4	4	9,924	E43, CR43, BR43
25	248	1972 Chicago St.	Dec-53	5	2	3,672	E25, B3
5	208	3902 Ninth Ave.	Aug-51	5	3	4,017	E5, U5, B2, OES 8631
39	1234	4949 La Cuenta Dr.	Jun-76	6	2	2,410	E39 ,R39

<b>STA</b>	<b>BLDG #</b>	<b>Address</b>	<b>In Service</b>	<b>Dorms</b>	<b>Bays</b>	<b>Sq. Ft.</b>	<b>Breakdown of Equipment per station</b>
38	1266	8441 New Salem St.	Aug-80	6	2	3,075	E38, M38
30	251	2265 Coronado Ave.	Aug-59	6	2	3,696	E30, M30
32	252	484 Briarwood Rd.	May-61	6	2	3,913	E32, MR32
36	22	5855 Chateau Dr.	Aug-69	6	2	3,936	E36, U36, M36
42	9881	12119 World Trade Dr.	Sep-88	6	2	5,100	E42
26	250	2850 54 <sup>th</sup> St.	Aug-54	6	2	5,588	E26, M26
24	10354	13077 Hartfield Ave.	Jul-93	6	3	6,809	E24, BR24, MR24
31	10387	6002 Camino Rico	6-Jan	6	3	8,825	E31, M31
28	217	3880 Kearny Villa Rd.	Jul-58	8	3	4,575	E28, T28, WT28, R28, FM28
18	9866	4676 Felton St.	Mar-89	8	3	6,736	E18, OES 304, M18
20	234	3305 Kemper Blvd.	Nov-62	8	3	6,934	E20, T20, U20, M20
40	1267	13393 Salmon River Rd.	Jun-81	8	3	7,004	E40, T40, BR40, WT40, U40, LA40, M40
41	9916	4914 Carroll Canyon Rd.	Mar-90	8	3	7,226	E41, M41

STA	BLDG #	Address	In Service	Dorms	Bays	Sq. Ft.	Breakdown of Equipment per station
35	242	4285 Eastgate Mall	Oct-71	9	3	6,318	E35, T35, BR35, B5, U35, M35
14	9982	4011 32 <sup>nd</sup> St.	Jul-92	9	3	7,129	E14, T14, SC1, BR14
10	1249	4602 62 <sup>nd</sup> St.	Apr-77	9	3	7,347	E10, T10, BR10, U10, B4, CU10
21	1271	750 Grand Ave.	Oct-79	10	2	6,480	E21, T21, M21
37	10303	11640 Spring Canyon Rd.	1-Aug	10	3	8,400	E37, BR37, M37
11	10353	945 25 <sup>th</sup> St.	Jul-97	10	3	8,900	E11, T11, R44, M11
46	10382	14556 Lazanja Dr.	4-Jan	10	3	9,805	E46
29	10392	198 W. San Ysidro Blvd.	5-Sep	11	3	9,800	E29, T29, BR29, U29, M29, M229
47	10456	6041 Edgewood Bend Ct.	8-Jan	11	3	10,500	E47, COMM1
44	10347	10011 Black Mountain Rd.	2-May	11	3.5	9,430	E44, T44, HM1, HM2, B7
12	10386	4964 Imperial Ave.	5-Dec	11	4	11,333	E12, T12, U12, B6, BR12
1	8	1222 First Ave.	Jan-71	18	6	30,840	E1, E201, T1, EDT, MAST, CU1, MC1, XR1, B1, U1, LA1, M

STA	BLDG #	Address	In Service	Dorms	Bays	Sq. Ft.	Breakdown of Equipment per station
Temp 45	N/A	Qualcomm Stadium	6-Jan	4	1	3,390	E45
Airport	Airport	3698 Pacific Highway	Jan-70	11	5	16,000	R1, R2, R3, R5, M63

### System Design

The Design-Builder shall survey each station, interview SDFD technical staff and station command staff to determine, on a station by station basis, how station alerting will be implemented. The Design-Builder shall create a detailed design document for each fire station, outlining expected functionality and detailing equipment placement and wiring.

### Specification of Equipment

#### Required Features

- Visible and audible notification of calls.
- Integration with Station Lighting Systems – The system shall control some station lighting during an alert sequence.
- Ramped lighting - Graduated lighting that can be configured to ramp up from 0 percent to 100 percent over time (red lighting is an acceptable option).
- Egress Lighting – The system shall provide ramped low-voltage egress lighting throughout the station using either light-only or light with speaker fixtures.
- Zoned alerting which uniquely identifies specific call types from the CAD system.
- Tonal alerts - Programmable apparatus-specific tonal alerts.
- Voice alerts - Programmable apparatus-specific voice alerts.
- Provide station speakers for notifications.
- Integration with existing phone systems maintained by the City of San Diego and capable of upgrading to Voice Over Internet Protocol (VOIP).
  - All Fire Stations are currently using the NEC 8100 phone system (PBX). Most fire stations are running on AT&T Opt-e-Man 2mg circuit where voice and data are being shared.
  - The existing phone system in each fire station is integrated with the station's Public Address (PA) system using a specific code which is punched into the phone keypad. This is only used to make overhead announcements through the phone system. Currently, one set of speakers is utilized for both the phone's PA system and the Station Alerting system.

- The current NEC phone system is in the process of being replaced. Where possible, the City wishes that the new FSAS to work in conjunction with the new phone system so that one set of overhead speakers will be used for both the Public Address (PA) system on the phone and the FSAS. The selected Design-Builder shall work with the City's phone system implementer (Xerox) to accomplish this integration during the planning and installation phase of the Project.
- The following is the system description for the City's new phone system from Xerox. The proposed FSAS should be designed to be compatible with the following equipment:
  - Cisco 6921 and 6941 Phones
  - Cisco 2900 and 3900 series voice gateways
  - Cisco VG224 analog gateways
  - Cisco Unified Communications Manager
  - Cisco Unity Connection
  - Cisco Contact Center Express
  - Cisco Emergency Responder
  - Cisco UCS C series servers
- Voice/Alert Tones – Programmable alert tones to distinguish different sources such as telephones, front-door bells, printer alerts, and AC power failures. Voice alerts are preferred.
- Audio muting which allows dispatch notifications to pre-empt the station speaker over other audio traffic.
- Dispatcher announcing - The system, in conjunction with wide and local area computer networks, will provide the station with a live voice from the dispatch center via the radio system.
- Local Module – The system shall provide a module installed in each fire station which may be programmed by crew members. The primary function of the module is the assignment of dorm rooms to specific work groups. The programming should include: speaker zoning, lighting, doors, traffic lights, and appliances as required. This module should also display system testing and status functions.
- A button for an “in-station” audio test. An audio test of tones and a vocal announcement can be performed by pressing a single button on the station control unit hardware. Tones and a standard test announcement will be heard only in the station where the test is performed.
- The ability to utilize multiple redundant data transport systems to ensure that alerts are received at the station in the event of a single data transport outage.

#### Modes of Operation

- Normal Mode – The system shall provide all the required features and any of the optional features awarded as additive alternates.



- Fail-Safe Mode - In the event of major system component failure in one portion of the station, system shall operate in a manual mode which alerts all units in the station for all calls.
- Power Fail Mode – In the event of a power failure, system shall provide audible and visual notification. System shall have battery or other system backup capable of placing system into fail-safe mode, and shall switch seamlessly between backup power and normal power operations.

#### Additional System Requirements

- Non-proprietary hardware.
- Customization - System shall have the ability to be customized by the customer based on entire system requirements, and some customization based on unique individual fire station requirements.

#### CAD Interface Design

- System must integrate with and accept inputs from TriTech Software System's VisiCAD® standard advanced Station Alerting Interface.
- System shall accommodate company-based alerting via TriTech Software System's VisiCAD®.

Optional Features. The Design-Builder shall include the following optional features as additive alternates in the proposal.

- Activation or de-activation of garage bay doors and gates.
- Activation or de-activation traffic signals.
- Activation or de-activation appliances.
- Automatically adjustable daytime and nighttime alerting volume levels.
- Printing of CAD incident information on a station printer.
- Visual alerts - Programmable apparatus-specific visual alerts.
- Interface with existing audio/visual equipment to display call information and/or mute audio.
- A countdown timer or similar means to display the crew's "out of chute" time.
- An acknowledgement device or button which allows responding personnel in fire stations to indicate receipt of an alert and dispatch announcement.
- Ramped Tone Alerts – Programmable locally for night time operation.
- Automated dispatching voice technology which is capable of producing high quality translation of incident messages into a computer-generated spoken dispatch.

## Project Management

The successful Design-Builder must show they have a highly motivated, senior-level project manager on staff to implement this project. The project manager must have a technical background and a proven track record of ensuring the successful deliverance of related projects in scope, on-time and within budget. The project manager must have the ability to work independently with people from all organizational levels across multiple agencies.

The Design-Builder Project Manager will be the primary point of contact for SDFD and will be responsible for ensuring the selected vendor provides the following:

- Assigning a technical point of contact, dedicated and available to meet contractual requirements and timeframes.
- Installing, providing a warranty and maintaining the system hardware, firmware, and software.
- Providing weekly reports on project status.

## Construction

Once design is finalized and approved, the successful Design-Builder will be responsible for coordinating and overseeing installation of the equipment. Installation will require coordination with SDFD facilities and respective IT staff to ensure proper wall support, power, and network access. The department's IT group will assist with all coordination. Installation plans, including scheduling and a plan for alerting while primary systems are under construction must be provided by the Design-Builder and will be approved prior to beginning of installation.

The Design-Builder shall submit responses that outline their experience with working in other fire municipalities similar in scope and size, and how downtime and impacts to service have been mitigated in the past.

## Training

Training will be conducted in a train-the-trainers format. On-site training, as well as pricing for computer based training or video training shall be included in the proposal.

## Service and Maintenance

The Design-Builder shall provide costs for maintenance of the equipment, including any discounts for multiple year contracts, where applicable. Proposers shall include a quotation of the costs necessary to provide system upgrades on both periodic and/or as-need basis. Information provided shall include methods of contacting the vendor for service, service level expectations, and whether hardware and software are included in the maintenance agreement.

Since the Fire Station Alerting system is a mission critical part of the City's Public Safety operation, the system must be available on a 24/7 basis. If hardware or operational issues arise with the system which cannot be resolved with on-site resources, and a contractor response is required, the Design-Builder shall detail the costs of providing on-site support within the following time parameters:

- Within two (2) hours of notification to the vendor
- Within four (4) hours of notification to the vendor

- Within eight (8) hours of notification to the vendor
- Within the next business day of notification to the vendor

Proposals shall follow these guidelines or provide an alternative service level agreement for consideration by the City. If multiple service levels are an option, all options and the associated prices shall be included for consideration.

System Acceptance

The Design-Builder Project Manager will be responsible for developing written Acceptance Test Plan (ATP). The ATP must be accepted in advance by the City Project Manager prior to installation of the system. Written acceptance shall be given after mutual participation in the ATP has determined that the station alerting system is fully operational and in compliance with the performance specifications detailed in the ATP. A “complete operational system” includes all necessary hardware, application software, commencement of warranty program, verification of warranty spares, training and other requirements of this RFP, to make the Station Alerting system fully functional to Fire-Rescue and end users. The City, at its discretion, may elect to accept the system contingent on a list of issues to be completed within an agreed upon amount of time (“punch list”).

**3. Reference Standards:**

**3.1** 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: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

**ATTACHMENT B**  
**PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA**

## ATTACHMENT B

### PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

#### PUBLIC WORKS DEPARTMENT

Proposals submitted in response to this RFP shall be in the following order and shall include:

1. Identification of the Design-Builder (PASS/FAIL)

Failure to provide the Identification of the Design-Builder will result in the Proposal being considered non-responsive and ineligible for further consideration.

- a. Legal name and address of company
- b. Legal form of company (partnership, corporation, joint venture, etc.). If joint venture identify the members of the joint venture and provide all information required under this section for each member.
- c. If company is wholly owned subsidiary of a “parent company,” identify the “parent company.”
- d. Addresses of offices located in San Diego County.
- e. Number of years that company has maintained office in San Diego County.
- f. Number of employees in San Diego County.
- g. City of San Diego Business License Number, State Contractor’s License Number (include date of expiration), and Professional Engineering/Architect License Number (include date of expiration).
- h. Name, title, address and telephone number of person to contact concerning the Proposal.

2. Addenda to this RFP (PASS/FAIL)

Design-Builder shall confirm in its Technical Proposal the receipt of all addenda issued to this RFP. Failure to acknowledge all addenda issued, will result in the Proposal being considered non-responsive and ineligible for further consideration. Do not include this acknowledgement in the Cover Letter (if any).

Design-Builders are not required to include copies of the actual addenda in its Proposal.

3. Exceptions to this RFP (PASS/FAIL)

If the Design-Builder takes exception(s) to any portion of the RFP and its attachments, the specific portion of the RFP or attachment to which exception is taken shall be identified and explained to the City in writing a minimum of 10 days prior to the date established for submittal of the Technical Proposal. Exceptions taken after the stipulated period to this RFP may be cause for rejection of the Proposal and discontinue the Design-Builders participation to this selection process. The City reserves the right to waive exception(s) as it deems in the best interests of the City.

4. Executive Summary (PASS/FAIL)

Include a one- to two-page overview of the entire Proposal describing the highlights of the Proposal. Failure to provide the executive summary will result in the RFP being considered non-responsive and ineligible for further consideration.

5. Project Team (5 Points Max)

Describe the proposed management plan for this project. Describe the strength of key proposed construction and technical personnel, Subcontractors, and Subconsultants, including, but not limited to the following disciplines:

- a. Mechanical
- b. Electrical
- c. Account Exec./Customer Service
- d. Project Manager
- e. Installation Team
- f. Maintenance Team
- g. Help Desk/ Support

6. Technical Approach and Design Concept (40 Points Max)

Describe in detail the proposed design concept for this project. Include detailed descriptions, conceptual design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Design-Builder's technical approach. The completeness and technical merit of the design concept will be evaluated.

The following elements shall be included in this Technical Proposal:

- a. How the Design-Builder will address all required features, including
  - Visible and audible notification of calls.
  - Integration with Station Lighting Systems – The system shall control some station lighting during an alert sequence.
  - Ramped lighting - Graduated lighting that can be configured to ramp up from 0 percent to 100 percent over time (red lighting is an acceptable option).
  - Egress Lighting – The system shall provide ramped low-voltage egress lighting throughout the station using either light-only or light with speaker fixtures.
  - Zoned alerting which uniquely identifies specific call types from the CAD system.
  - Tonal alerts - Programmable apparatus-specific tonal alerts.

- Voice alerts - Programmable apparatus-specific voice alerts.
- Provide station speakers for notifications.
- Integration with existing phone systems maintained by the City of San Diego.
- Voice/Alert Tones – Programmable alert tones to distinguish different sources such as telephones, front-door bells, printer alerts, and AC power failures. Voice alerts are preferred.
- Audio muting which allows dispatch notifications to pre-empt the station speaker over other audio traffic.
- Dispatcher announcing - The system, in conjunction with wide and local area computer networks, will provide the station with a live voice from the dispatch center via the radio system.
- Local Module – The system shall provide a module installed in each fire station which may be programmed by crew members. The primary function of the module is the assignment of dorm rooms to specific work groups. The programming should include: speaker zoning, lighting, doors, traffic lights, and appliances as required. This module should also display system testing and status functions.
- A button for an “in-station” audio test. An audio test of tones and a vocal announcement can be performed by pressing a single button on the station control unit hardware. Tones and a standard test announcement will be heard only in the station where the test is performed.
- The ability to utilize multiple redundant data transport systems to ensure that alerts are received at the station in the event of a single data transport outage.

b. How the Design-Builder will address all optional features, including

- Activation or de-activation of garage bay doors and gates
- Activation or de-activation traffic signals
- Activation or de-activation appliances
- Automatically adjustable daytime and nighttime alerting volume levels
- Printing of CAD details on a station printer
- Visual alerts - Programmable apparatus-specific visual alerts.
- Interface with existing audio/visual equipment to display call information and/or mute audio
- A countdown timer or similar means to display the crew’s “out of chute” time
- An acknowledgement device or button which allows responding personnel in fire stations to indicate receipt of an alert and dispatch announcement.
- Ramped Tone Alerts – Programmable locally for night time operation

- c. CAD Interface
  - System must integrate with and accept inputs from TriTech’s Visicad® Station Alerting Interface.
  - System shall accommodate company-based alerting via TriTech’s Visicad®.
- d. Modes of Operation
  - Normal Mode – The system shall provide all the above features and installed optional features as stated in the Features section.
  - Fail-Safe Mode - In the event of major system component failure in one portion of the station, system shall operate in a manual mode which alerts all units in the station for all calls.
  - Power Fail Mode – In the event of a power failure, system shall provide audible and visual notification. System shall have battery or other system backup capable of placing system into fail-safe mode, and shall switch seamlessly between backup power and normal power operations.

7. Construction Plan (5 Points Max)

- a. Describe the proposed construction plan for this project, including the following, at a minimum:
  - Construction approach and methods
  - Plan for impacts for facility operations during construction
  - Plan for staging of construction activities
  - General plan for functional testing and start-up.
  - Proposed safety program
  - Proposed emergency response plan
  - Proposed construction schedule

8. Extended Performance Phase (10 Points Max)

- a. Describe the proposed plan for operations and maintenance of the facility after start-up, including the following, at a minimum:
  - Detailed explanation of warranty
  - Proposed Maintenance Plan
  - Proposed methods of coordination with Owner’s work force
  - Proposed Operator Training Program



9. Equal Employment and Contracting Opportunity (25 Points Max)

Failure to submit the required EOCP information will result in Proposal being determined as **non-responsive**.

Subcontractor Documentation

The Design-Builder shall, at a minimum, provide with its Technical Proposal a listing of at least 3 of the largest construction Subcontractors for the Project. The Design-Builder shall list all other Subcontractors (e.g., design professionals, etc.) that are known at the time it submits its Proposal. Use Form AA15 and AA30.

The specified EOC forms are all available for download from the EOC Program's web site at:

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

Work which requires Subcontractors that are not listed by the Design-Builder at time of Award shall be let by Design-Builder in accordance with a competitive bidding process performed solely at the Design-Builder's expense. The Design-Builder shall provide public notice of the availability of the Work to be subcontracted, obtain competitive bids, and provide a fixed date and time on which the subcontracted Work will be awarded. Subcontractors bidding on subcontracts pursuant to this provision shall be afforded the protection of all applicable laws, including Public Contract Code sections 4100 through 4114, inclusive.

The Design-Builder may select Subcontractors and Suppliers in a competitive way compatible with the City's standard bidding and award policies and procedures. Prior to construction NTP, the Design-Builder shall do the following:

- a. Submit the selection method used to the City in accordance with 2-5.3, "Submittals."
- b. Pre-qualify Subcontractors and Suppliers, in a manner at least as stringent as the City's pre-qualification standards.
- c. Review the Subcontractors and Suppliers ultimately chosen to verify that that they have not been debarred and are in good standing as a licensed contractor in California.
- d. Open all Subcontract bids and provide to the City one copy without reservation or redaction. All records relevant to the award and performance of Subcontractors and Suppliers shall be public and provided to the City upon request and without redaction.

The City may administer bidding itself for Subcontractors and Suppliers, or to direct the bidding procedures to be used by the Design-Builder.

The Design-Builder may use its corporate-generated subcontractor agreement to retain Subcontractors or Suppliers, provided the subcontractor agreement contains the terms required to be included in Subcontracts by this Contract.

The points will be awarded in only one of the possible outcomes as follows:

	OUTCOME	Maximum Possible Point
1	5% - 9% participation SLBE, ELBE, DVBE, or DBE	5
2	10%-14% participation SLBE, ELBE, DVBE or DBE	10
3	15%-19% participation SLBE, ELBE, DVBE or DBE	15
4	20%-24% participation SLBE, ELBE, DVBE or DBE	20
5	25% participation SLBE, ELBE, DVBE or DBE	25

In no case the points shall exceed 25.

10. Presentation and Interview (10 Points Max)

The presentation and interview will consist of a 30 minute presentation by the Design-Builder and 30 minutes of questions by the Panel. The presentation shall be presented by the Design-Builder's key personnel who will be continuously involved on site or in San Diego, in relative proportion to their level of involvement.

11. Reference Checks (5 Points)

Minimum 2 valid references for projects that include 25 or more stations with similar complexity in terms of scope in the past 5 years are required.

**Total Points: 100**

Proposals that do not contain the aforementioned components will not be considered.

**ATTACHMENT C**  
**CONTRACT FRONT END VOLUME 1**

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Claudia Abarca - Contract Specialist, email: [Cabarca@sandiego.gov](mailto:Cabarca@sandiego.gov)  
Phone No. (619) 533-3439, Fax (619) 533-3633  
S Amirazizi /BD/LJI

## CONTRACT DOCUMENTS FOR



## SDFD STATION ALERTING DESIGN-BUILD CONTRACT

VOLUME 1 OF 2

BID NO.:	<b>K-13-5567-DB1-3-B</b>
SAP NO. (WBS/IO/CC):	<b>L-12002</b>
CLIENT DEPARTMENT:	<b>1912</b>
COUNCIL DISTRICT:	<b>CITYWIDE</b>
PROJECT TYPE:	<b>BB</b>

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

# CITY OF SAN DIEGO, CALIFORNIA

## NOTICE INVITING BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **SDFD Station Alerting Design-Build Contract** (Project).
2. **DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the design and construction of the Project as described in the RFP.
  - 2.1. The Work shall be performed in accordance with:
    - 2.1.1. This RFP including Design-Build Bridging Documents.
3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **176 Working Days**.
4. **EQUAL OPPORTUNITY**
  - 4.1. To The WHITEBOOK, Chapter 10, Sections D and E, **DELETE** in their 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.

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

- 5.1.** Prior to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:

<https://pro.prismcompliance.com/default.aspx>

- 5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

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

- 7. WAGE RATES:** Prevailing wages are not applicable to this contract.

**8. INSURANCE REQUIREMENTS:**

- 8.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- 8.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

**9. PREQUALIFICATION OF CONTRACTORS:**

- 9.1.** Contractors submitting Bid or Proposal 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>

- 9.2. 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 Department - Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, 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](mailto:dstucky@sandiego.gov).
10. **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.
11. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Invitations to Bid 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 Invitations to Bid shall be the sole responsibility of each bidder. The Invitations to Bid creates or imposes no obligation upon the City to enter a contract.
12. **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 unless specified otherwise, such as as-needed contracts e.g., JOC in the Contract Documents.
13. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
14. **AWARD PROCESS:**
- 14.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 14.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 14.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
15. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
16. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.

**17. QUESTIONS:**

- 17.1.** 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 procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, MS 614C, San Diego, California, 92101, Telephone No. (619) 533-3450.
- 17.2.** Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- 17.3.** Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.
- 17.4.** 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.

**18. 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.

**19. 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.

**20. 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.

**20.1.** 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.

**20.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

**20.3.** 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.

- 20.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

**21. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):**

- 21.1. 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.
- 21.2. 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.
- 21.3. A Bid received without the specified bid security will be rejected as being **non-responsive**.

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

- 22.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 22.2. For Design-Build contracts, the award may not be solely based on price. Refer to the RFP for the selection and award details.
- 22.3. 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.
- 22.4. 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.
- 22.5. 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.

- 22.6. 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 Contracting Group 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."
- 22.7. 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.
- 22.8. 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.
- 22.9. The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2 (or RFP for the Design-Build contracts).

**23. BID RESULTS:**

- 23.1. The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) 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 (or Apparent Winner in case of Design-Build contracts).
- 23.2. 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.

**24. THE CONTRACT:**

- 24.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 24.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

- 24.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 24.4.** For contracts that are not Design-Build, pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 24.5.** The award of the Contract is contingent upon the satisfactory completion of the 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.
- 25. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 26. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 26.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 26.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 26.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 26.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 26.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

- 26.6. The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 26.7. The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.
- 27. PRE-AWARD ACTIVITIES:**
- 27.1. The 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.
- 27.2. 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.
- 28. SUPPLEMENTAL AGREEMENTS:** Supplemental agreement attached to this contract for the Long-Term Maintenance Agreement shall be signed upon the request from the Engineer and prior to Acceptance. The signed agreement shall be accompanied by the evidence of separate bond (i.e., labor and materials) and insurance as specified in 2-4, “CONTRACT BONDS,” 7-3, “LIABILITY INSURANCE,” and 7-4 WORKERS’ COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreement.
- 29. ADDITIVE/DEDUCTIVE ALTERNATES:**
- 29.1. The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project’s budget and enable the City to make decision prior to award. The award will be established as described in the Proposal (or RFP for Design-Build contracts). The City reserves the right to award the Contract for the Base Bid only or the Base Bid plus any combination of Additive and Deductive Alternate(s).
- 30. REQUIRED DOCUMENT SCHEDULE:**
- 30.1. 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.
- 30.2. 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	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
1.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Price Proposal Form		√
2.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Propser and Submitted with Proposal under 23 USC 112 and PCC 7106		√
3.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions		√
4.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance		√
5.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA05 – Design-Build List of Subcontractors		√
6.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA10 - Design-Build List of Subcontractors Additive/Deductive Alternate		√
7.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA15 - Design-Build List of Subcontractors	√	
8.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA20 - Design-Build List of Subcontractors Additive/Deductive Alternate	√	
9.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA25 - Design-Build Named Equipment/Material Supplier List		√
10.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA26 - Design-Build Named Equipment/Material Supplier Additive/Deductive Alternate		√

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
11.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA30 - Design-Build Named Equipment/Material Supplier List	√	
12.	WITHIN 3 WORKING DAY OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.		
13.	WITHIN 3 WORKING DAY OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available		
14.	WITHIN 3 WORKING DAY OF PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	SLBE-ELBE Good Faith Documentations		
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Names of the principal individual owners of the Apparent Low Proposer -		
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	If the Contractor is a Joint Venture, the following information must be submitted: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>		
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contract Forms - Agreement		
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contract Forms – Performance Bonds and Labor and Materialmen’s Bond		



ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Certificates of Insurance and Endorsements		
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contractor Certification - Drug-Free Workplace		
21.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contractor Certification - American with Disabilities Act		
22.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contractors Standards - Pledge of Compliance		
23.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Form BB05 – Work Force Report		

**CONTRACT FORMS**  
**AGREEMENT**

**CONTRACT FORMS  
AGREEMENT**

---

**DESIGN-BUILD AGREEMENT**

This Design-Build agreement [Contract] is made and entered into this 23 day of September, 2013, by and between The City of San Diego [City], a municipal corporation, and **BERGELECTRIC CORPORATION** [Design-Builder], for the purpose of designing and constructing the **SDFD Station Alerting Design-Build Contract** (Project) in the amount of **THREE MILLION TWO HUNDRED FIFTY THOUSAND ONE HUNDRED THIRTY ONE DOLLARS AND ZERO CENTS (\$3,250,131.00)**. The City and Design-Builder are referred to herein as the "Parties".

**RECITALS**

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued a Request for Proposals [RFP] for **K-13-5567-DB1-3-B** pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows.

**AGREEMENT**

- 1. **Recitals and Exhibits.** The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All exhibits referenced in this Agreement section are incorporated into the Contract by this reference.
- 2. **Contract Performance.** The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.

3. Attachments. All attachments e.g., Reference Standards in the Notice Inviting Bids, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Bid documents by the Contractor are incorporated into the Contract by this reference.
4. Contract Documents. This Contract incorporates the 2012 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2012 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 2-5.2 of The WHITEBOOK and shall follow that order of precedence.

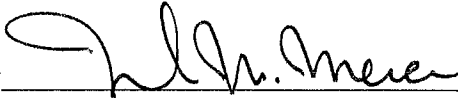
**IN WITNESS WHEREOF**, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102(a)(1) authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM AND LEGALITY**

Jan I. Goldsmith, City Attorney

By 

By 

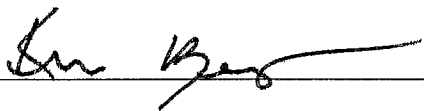
Print Name: Tony Heinrichs  
Director, Department of Public Works

Print Name: Mark M. Mercer  
Deputy City Attorney

Date: 9/23/13

Date: 9/24/13

**CONTRACTOR**

By 

Print Name: Ken Bertalan

Title: Senior Vice President

Date: 7/15/13

City of San Diego License No.: B1974006320

State Contractor's License No.: 085046

**CONTRACT/AGREEMENTS  
ATTACHMENTS**

**CONTRACT ATTACHMENT**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

---

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

BERGELECTRIC CORPORATION, a corporation, as principal, and  
FEDERAL 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  
THREE MILLION TWO HUNDRED FIFTY THOUSAND ONE HUNDRED THIRTY ONE  
DOLLARS AND ZERO CENTS (\$3,250,131.00) for the faithful performance of the annexed  
contract, and in the sum of THREE MILLION TWO HUNDRED FIFTY THOUSAND ONE  
HUNDRED THIRTY ONE DOLLARS AND ZERO CENTS (\$3,250,131.00) for the benefit of  
laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **SDFD Station Alerting Design-Build Contract**, Bid Number **K-13-5567-DB1-3-B**, 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 ATTACHMENT (continued)**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

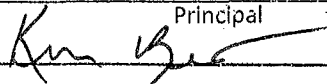
---

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

Dated \_\_\_\_\_

Approved as to Form and Legality

BERGELECTRIC CORP.

Principal  
By 

Ken Bertalan, Senior Vice President  
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By   
Deputy City Attorney

FEDERAL INSURANCE COMPANY

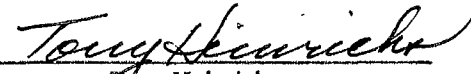
Surety

By 

MICHAEL DESTICHE Attorney-in-fact

Signed and Sealed by Surety this 18th day of July 2013

Approved:

By   
Tony Heinrichs  
Director, Department of Public Works

555 S. Flower Street, Suite 300

Local Address of Surety

Los Angeles, CA 90071

Local Address (City, State) of Surety

(213) 612-5574

Local Telephone No. of Surety

Premium \$ 34,014.00

Bond No. 8232-05-39

**ACKNOWLEDGMENT**

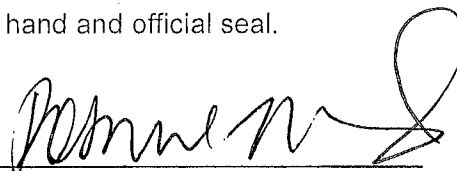
State of California  
County of San Diego

On July 19, 2013 before me, Rosanne N. Ward, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

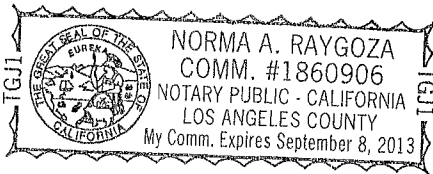
CIVIL CODE § 1189

State of California }  
County of Los Angeles }

On July 18, 2013 before me, Norma A. Raygoza, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Michael Destiche -----  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: *Norma A. Raygoza*  
Signature of Notary Public

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 this 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: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Federal Insurance Company

Vigilant Insurance Company

Pacific Indemnity Company

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

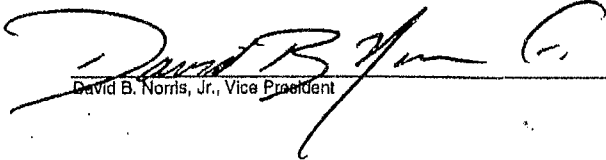
**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

**Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Michael Destiche, Clara Do, Steven G. Grella and Norma A. Raygoza of Los Angeles, California**

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **25th** day of **October, 2010**.

  
Kenneth C. Wendel, Assistant Secretary

  
David B. Norris, Jr., Vice President

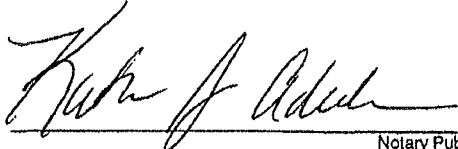
STATE OF NEW JERSEY  
County of Somerset ss.

On this **25th** day of **October, 2010** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2014**

  
Notary Public

**CERTIFICATION**

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

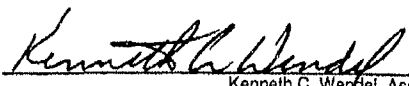
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **18th** day of **July 2013**



  
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



**CHUBB GROUP OF INSURANCE COMPANIES**

Surety Department, 15 Mountain View Road  
P.O. Box 1615, Warren, NJ 07061-1615  
Phone (908) 903-3497 Fax (908) 903-3656

EXECUTED IN (3) COUNTERPARTS

**FEDERAL INSURANCE COMPANY**

RIDER to be attached to and form a part of  
BOND No. 8232-05-39 wherein **BERGELECTRIC CORP.**  
is named as Principal and  
**FEDERAL INSURANCE COMPANY AS SURETY;**  
in favor of The City of San Diego  
in the amount of THREE MILLION TWO HUNDRED FIFTY THOUSAND  
ONE HUNDRED THIRTY ONE DOLLARS AND 00/100 DOLLARS  
\$ 3,250,131.00 dated July 18, 2013 and effective July 12, 2013.

IT IS HEREBY STIPULATED AND AGREED THAT FEDERAL INSURANCE COMPANY hereby consents that effective from the 12<sup>th</sup> day of July 2013 said bond shall be amended as follows:

**THIS PREMIUM SHALL BE CORRECTED**


**FROM: \$34,014.00**  
**TO: \$19,388.00**

The above amendment is made subject to all the terms and conditions of the attached bond.

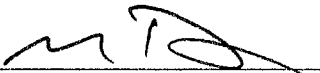
The liability of FEDERAL INSURANCE COMPANY under the attached bond and/or this rider shall in no event be cumulative, nor shall it exceed in the aggregate sum of \$3,250,131.00

IN WITNESS WHEREOF, the said Principal and Surety have caused this Rider to be duly signed and their respective seals to be hereunto affixed this 19<sup>th</sup> day of July 2013.

**BERGELECTRIC CORP.**

BY:   
Name: Ken Bertalan (Seal)  
Title: Senior Vice President

**FEDERAL INSURANCE COMPANY**

BY:   
Name: Michael Destiche (Seal)  
Title: Attorney-in-fact

**ACKNOWLEDGMENT**

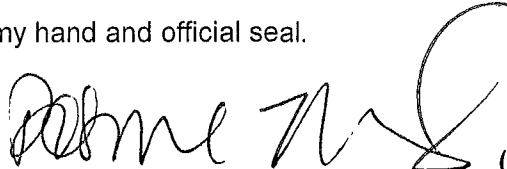
State of California  
County of San Diego )

On July 22, 2013 before me, Rosanne N. Ward, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

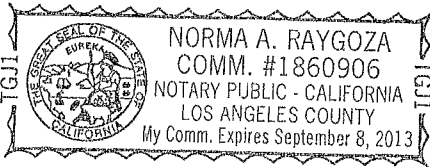
CIVIL CODE § 1189

State of California }  
County of Los Angeles }

On July 19, 2013 before me, Norma A. Raygoza, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Michael Destiche -----  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: *Norma A. Raygoza*  
Signature of Notary Public

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 this 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: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

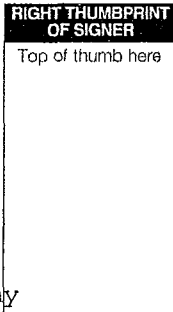
Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

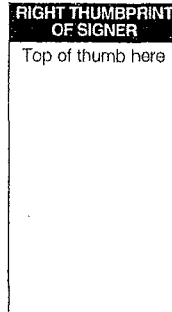
Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Federal Insurance Company

Vigilant Insurance Company

Pacific Indemnity Company

Signer Is Representing: \_\_\_\_\_



Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Michael Destiche, Clara Do, Steven G. Grella and Norma A. Raygoza of Los Angeles, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of October, 2010.

*Kenneth C. Wendel*  
Kenneth C. Wendel, Assistant Secretary

*David B. Norris, Jr.*  
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY  
County of Somerset ss.

On this 25th day of October, 2010 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2014

*Katherine J. Adelaar*  
Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 19th day of July 2013



*Kenneth C. Wendel*  
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

# CONTRACTOR CERTIFICATION

---

## DRUG-FREE WORKPLACE

PROJECT TITLE: SDFD Station Alerting Design-Build Contract

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 NOTICE INVITING BIDS, "Drug-Free Workplace", of the project specifications, and that;

Bergelectric Corp.

(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 Ken Bertalan

Title Senior Vice President

# CONTRACTOR CERTIFICATION

---

## AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: SDFD Station Alerting Design-Build Contract


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 NOTICE INVITING BIDS, "American With Disabilities Act", of the project specifications, and that;

Bergelectric Corp.

(Name under which business is conducted)

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

Signed



Printed Name Ken Bertalan

Title Senior Vice President



# CONTRACTOR CERTIFICATION

---

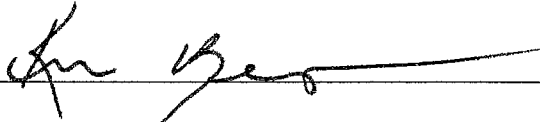
## CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: SDFD Station Alerting Design-Build Contract

I declare under penalty of perjury that I am authorized to make this certification on behalf of Bergelectric Corp., as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in NOTICE INVITING BIDS ("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 15th Day of July, 2013.

Signed 

Printed Name Ken Bertalan

Title Senior Vice President

**AFFIDAVIT OF DISPOSAL**

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

**SDFD Station Alerting Design-Build Contract**

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-13-5567-DB1-3-B**; WBS No. **L-12002** 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  
Engineering and Capital Projects, 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: \_\_\_\_\_

## LONG-TERM MAINTENANCE AGREEMENT

This Long-Term Maintenance Agreement [Maintenance Contract] is made and entered into by and between the City of San Diego [City], a municipal corporation, and **INSERT COMPANY NAME** [Contractor], who may be individually or collectively referred to herein as a “Party” or the “Parties.”

### RECITALS

- A. On **INSERT DATE**, the Parties entered into an agreement for the design and construction of **San Diego Fire Department Station Alerting Design-Build** (D-B) Contract (Project), WBS number for **L-12002**, Bid No. **K-13-5567-DB1-3-B**, referred to herein as the D-B Contract.
- B. The D-B Contract requires the Contractor to provide extended, long-term maintenance [Maintenance Requirements].
- C. The Contractor is ready and willing to fulfill its Maintenance Requirements in accordance with the D-B Contract and this Maintenance Contract.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understanding as follows:

### AGREEMENT

#### ARTICLE 1 - SCOPE OF WORK

- 1.1. **General.** The Contractor shall provide all management, supervision, labor, services, equipment, tools, supplies, and any other item of every kind and description required for the Maintenance Requirements of the Project, as described in Attachment A.
- 1.2. **Warranty.** The Contractor warrants to the City that the design (when applicable) and construction of the Project, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract, of good quality, in conformance with the Contract and free of defects in labor, materials and workmanship. The Contractor will correct or replace any part of the Project not in conformance with this warranty at its own cost and expense, if notified by the City within the Warranty Period.
- 1.3. **Notice and Schedule.** The Contractor shall fulfill the Maintenance Requirements in accordance with the description and schedule in the scope of work attached as Exhibit A in a manner satisfactory to the City. The City will give written notice by letter or e-mail to the Contractor of needed work.

If the Contractor fails to make such replacement or repairs in accordance with Exhibit A, the City may perform this work or hire another contractor to do so, and invoice the Contractor for the actual cost of the work. The Contractor shall pay the City’s invoice within 30 days. The City may also proceed under the default provisions of Article 4 of this Maintenance Contract.

- 1.4. Maintenance Period.** The initial term of this Maintenance Contract shall begin 1 year from the Acceptance of the Contract and shall continue for 1 year (Initial Term). Unless previously terminated as set forth in Article 8, at each anniversary of the Commencement Date this Agreement shall be automatically renewed for an additional year (Additional Term). The Maintenance Period shall continue for a total period of 60 months, after which the Agreement shall expire.
- 1.5. Performance of Maintenance Work.** In performing the Work, the Contractor shall comply with the following:
- 1.5.1.** Work shall be performed in accordance with the software and hardware manufacturer’s recommendations.
- 1.5.2.** The Contractor shall hold a proper State Contractor’s License.
- 1.5.3.** The Contractor shall hold a City of San Diego Business License.
- 1.5.4.** The Contractor shall hold license or authorization from the manufacturer(s) when available.
- 1.6. 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: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

## ARTICLE 2 – ADMINISTRATION

### 2.1 Contract Administrator.

**2.1.1** The Fire-Rescue Department (Department) is the Contract Administrator for the Maintenance Contract. The Department will appoint a person from its staff as the point of contact to consult with the Contractor and to provide such information, access, description, and guidance as is necessary for the Contractor to perform its duties. The Contractor shall perform the Work indentified in Exhibit A under the direction of a designated representative of the Contract Administrator. When this Maintenance Contract refers to communications to or with City, those communications shall be with the Contract Administrator, unless the City or this Maintenance Contract specifies otherwise.

**2.1.2** The City will ensure that the Contract Administrator is reasonably available to the Contractor. The Contractor may rely on the direction of the Contract Administrator in performing its duties and direction to provide Additional Services per section 3-9 of The WHITEBOOK.

**2.1.3** Without limiting the foregoing, City will be responsible for the following:

- a) The provision of means for remote access to the System for remote access support;
- b) The procurement or provision of all computers, peripherals, and consumables, including printer paper, toner and ink; any regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the equipment, including the replacement of UPS batteries as necessary;
- c) The correct use of the Equipment and Software in accordance with the manufacturer’s operating instructions; and
- d) The security and integrity of the System.

**2.2 Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to Contractor for immediate disposition. The Contractor shall provide City with a 24 hour emergency telephone number for this purpose.

**2.4 Staff Supervision.** The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all warranty work required under this Maintenance Contract.

## ARTICLE 3 – COMPENSATION

**3.1 Maximum Compensation.** The compensation for this Maintenance Contract shall not exceed \$XXX,XXX.XX [Contract Price]. The annual payment will be 20% of the Contract Price.

- 3.2 Wage Rates.** Prevailing wage are not applicable to this Maintenance Contract.
- 3.3 Annual Fee.** The City will make annual payments on or before the first day of each term in advance for the Services to be delivered except as described for Final Payment below. The Contractor shall invoice the City for the Annual Fee at least 45 days prior to each anniversary of the NTP. Each annual payment will be 20% of the Contract Price. The Contractor's invoice shall be detailed and show materials used and services provided.
- 3.4 Final Payment.** The Contractor shall not receive the final payment until the following conditions have been completed to City's satisfaction:
- 3.4.1** The item(s) of the Work in Exhibit A have been determined to be in compliance with the Maintenance Contract.
- 3.4.2** The Contractor has provided to the City a signed and notarized Affidavit of Disposal stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.
- 3.4.3** The Contractor has performed comprehensive and successful testing and checks of the System maintained.

#### **ARTICLE 4 – DEFAULT**

- 4.1 Default.** If the Contractor fails to perform or adequately perform any obligation required by this Maintenance Contract, the Contractor's failure constitutes a default. If the Contractor fails to satisfactorily cure a default within 10 Working Days of receiving written notice from the City specifying the nature of the default, the City may serve written notice upon the Contractor and the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract.

#### **ARTICLE 5 - INSURANCE, INDEMNIFICATION, AND BONDS**

- 5.1 Insurance.** The insurance provisions herein must not be construed to limit your indemnity obligations contained in the Contract.
- 5.1.1 Policies and Procedures.**
1. You must procure the insurance described below, at your 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.

**5.1.2 Types of Insurance.**

**5.1.2.1 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

**5.1.2.2 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.

**5.1.3 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.

**5.1.3.1 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.

**5.1.4 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.

**5.1.5 Policy Endorsements.**

**5.1.5.1 Commercial General Liability Insurance**

**5.1.5.1.1 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.

**5.1.5.1.2 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.

**5.1.5.1.3 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.

#### **5.1.5.2 Commercial Automobile Liability Insurance.**

**5.1.5.2.1 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.

**5.1.6 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.

**5.1.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.

**5.1.8 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.

**5.1.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

**5.2 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.

**5.2.1 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.

**5.3 Indemnification.** The Contractor shall defend, indemnify, protect and hold the City and its agents, officers and employees harmless from and against any and all claims asserted or liability for personal injury or property damage arising from or connected with or are caused or claimed to be caused by the acts or omissions of the Contractor, its agents, officers, or employees in performing the warranty work herein, and all expenses of investigating and defending against same. Contractor’s duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.

**5.4 Bonds.** The signed agreement shall be accompanied by the evidence of separate bond (i.e., labor and materials) as specified in 2-4, “CONTRACT BONDS,” of the GREENBOOK and as supplemented by the WHITEBOOK. Bonds shall be in amount of the Contract Price for the Work included in the Maintenance Contract for the duration of the Maintenance Contract. Alternatively, separate bonds may be furnished with each application for Annual Fee payment. The Maintenance Contract shall be bonded and insured as specified at all times during the maintenance period.

## ARTICLE 6 - MANDATORY PROVISIONS

- 6.1 Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, §6401.7. This Program shall be on file prior to performance of any maintenance work.
- 6.2 City Standard Provisions.** This Maintenance Contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 6.2.1** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - 6.2.2** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - 6.2.3** The City of San Diego Municipal Code §22.3004 Pledge of Compliance.
  - 6.2.4** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - 6.2.5** 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.
  - 6.2.6** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
  - 6.2.7** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 6.3 Nondiscrimination in Contracting.** This Maintenance Contract is subject to City of San Diego Ordinance No. 0-2000-143 adopted on April 10, 2000. The Contractor and Subcontractors shall be aware of the provisions of Municipal Code § §22.3501-22.3517. The policy applies equally to the Contractor and all Subcontractors.
- 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 contractors, subcontractors, vendors or suppliers. The Contractor shall provide equal opportunity for contractors and 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.
- 6.4 Equal Employment Opportunity Program.** The Contractor, its agents, contractors and subcontractors shall comply with San Diego Municipal Code § §22.2701 through 22.2708. The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Contractor shall provide equal opportunity in all employment practices. Prime contractors shall ensure that 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.

- 6.5 Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this contract.

#### **ARTICLE 7 - GENERAL PROVISIONS**

- 7.1. Assignment.** The Contractor shall not assign the obligations under this Maintenance Contract, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section is grounds for immediate termination of this contract, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.
- 7.2. Independent Contractors.** The Contractor and any subcontractors employed by Contractor shall be independent contractors and not agents of City. Any provisions of this contract that may appear to give City any right to direct Contractor concerning the details of performing the warranty work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.
- 7.3. Covenants and Conditions.** All provisions of this contract expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 7.4. Governing Law.** This Maintenance Contract is entered into and shall be construed and interpreted in accordance with the laws of the State of California. .
- 7.5. Successors in Interest.** This Maintenance Contract and all rights and obligations created by this contract shall be in force and effect whether or not any Parties to the Contract have been succeeded by another entity, and all rights and obligations created by this contract shall be vested and binding on any Party's successor in interest.
- 7.6. Integration.** This Maintenance Contract, the Contract for the Project, and the exhibits, attachments, and references incorporated into this Maintenance Contract fully express all understandings of the Parties concerning the matters covered in this Maintenance Contract. No change, alteration, or modification of the terms or conditions of this Maintenance Contract, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this Maintenance Contract signed by both Parties. All prior negotiations and agreements are merged into this Maintenance Contract.
- 7.7. Counterparts.** This Maintenance Contract may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 7.8. No Waiver.** No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Maintenance Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Maintenance Contract, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Maintenance Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

- 7.9. Severability.** The unenforceability, invalidity, or illegality of any provision of this Maintenance Contract shall not render any other provision of this Maintenance Contract unenforceable to the extent this Maintenance Contract is capable of being performed without frustrating the reasonable intent of the Parties.
- 7.10. Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Maintenance Contract, and the decision of whether to seek advice of counsel with respect to this Maintenance Contract is a decision which is the sole responsibility of each Party. This Maintenance Contract shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Contract.
- 7.11. Survival.** Any obligation that accrues under this Maintenance Contract prior to its expiration or termination shall survive such expiration or termination.
- 7.12. Effective Date.** This Maintenance Contract shall become effective on the date the last Party signs the Contract.
- 7.13. Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and that this Maintenance Contract is binding upon such Party in accordance with its terms.

## ARTICLE 8 – DISPUTES AND TERMINATION

- 8.1. Mandatory Non-binding Mediation.** If a dispute arises out of, or relates to this Maintenance Contract, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the Parties agree to settle the dispute in an amicable manner, using any neutral organization agreed upon before having recourse in any court. Mediation is a condition precedent to either Party initiating litigation arising from this Maintenance Contract.
- 8.1.1. Mediation Costs.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.
- 8.1.2. Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, admissions, or documents prepared for mediation will be confidential and inadmissible in any other proceeding.
- 8.1.3. Mediation Results.** The results of mediation and any recommendation of the mediator are "non-binding" and inadmissible for any purpose in any legal proceeding, unless an agreement is reached and documented in writing signed by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

- 8.2. Termination for Default.** The City may, by written notice of default to the Contractor, terminate the whole, or any part of, this Contract, provided that Contractor fails to cure such default within ten days after receipt of such notice. The following are considered defaults:
- 8.2.1.** Failure to make delivery of the goods or to perform the services within the time specified; or
  - 8.2.2.** Failure to perform any of the obligations of this Contract, or to make progress in performance which may jeopardize full performance.
  - 8.2.3.** In the event the City terminates this Contract, in whole or in part, the City may procure, upon such terms and in such manner as the Contract Administrator may deem appropriate, goods or services and the Contractor shall be liable to the City for any excess costs. The Contractor shall also continue performance to the extent not terminated.
- 8.3. Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If the Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to or demand upon the Contractor, immediately cancel and/or terminate this Contract, and terminate each and every right of the Contractor, and any person claiming any rights by or through the Contractor. The rights and remedies of the City enumerated in this section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Contract. Nor does this waive or deny any right or remedy, at law or in equity, existing as of the date of this Contract or hereinafter enacted or established, that may be available to the City.
- 8.4. Termination for Convenience.** The Contract Administrator, by written 30 day notice, may terminate this Contract, in whole or in part, when it is in the best interest of the City. Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination..
- 8.5. Annual Appropriation of Funds.** Multi-year Contracts are subject to annual appropriation of funds by the City Council. In the event sufficient funds are not appropriated for the next fiscal year, the Contract may be terminated at the end of the current fiscal year. The City shall not be obligated to make further payments. In the event of termination or reduction of services or quantity of goods, Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.



**IN WITNESS WHEREOF**, this Maintenance Contract is signed by the City of San Diego, acting by and through its Mayor or his designee pursuant to Resolution No. R-\_\_\_\_\_ authorizing such execution, and by \_\_\_\_\_ through its authorized officer.

INSERT COMPANY NAME

THE CITY OF SAN DIEGO

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City of San Diego License #: \_\_\_\_\_

I HEREBY APPROVE the form and legality  
of the foregoing agreement this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

State Contractor's License #: \_\_\_\_\_

JAN I. GOLDSMITH, City Attorney

By: \_\_\_\_\_

Deputy City Attorney

**EXHIBIT A**  
**SCOPE OF WORK**

**I. Location of Work.** The locations of the Work to be performed are throughout the City. Locations of the fire station are listed below:

<b>STA</b>	<b>ADDRESS</b>	<b>DATE IN SERVICE</b>
1	1222 FIRST AVE.	Jan-71
3	725 W. KALMIA ST	Dec-77
4	404 EIGHTH AVE	Feb-38
5	3902 NINTH AVE	Aug-51
6	693 TWINING AVE	Apr-78
7	944 CESAR E CHAVEZ PKWY	Aug-57
8	3974 GOLDFINCH ST	Oct-64
9	7870 ARDATH LANE	Nov-79
10	4602 62ND ST	Apr-77
11	945 25TH ST	Jul-97
12	4964 IMPERIAL AVE	Dec-05
13	809 NAUTILUS AVE	Mar-76
14	4011 32ND ST	Jul-92
15	4711 VOLTAIRE ST.	Aug-49
16	2110 VIA CASA ALTA	Sep-82
17	4206 CHAMOUNE AVE	Oct-50
18	4676 FELTON ST	Mar-89
19	3434 OCEANVIEW BLVD	Mar-86
20	3305 KEMPER BLVD	Nov-62
21	750 GRAND AVE	Oct-79
22	1055 CATALINA BLVD	Dec-42
23	2190 COMSTOCK ST	Dec-64
24	13077 HARTFIELD AVE	Jul-93
25	1972 CHICAGO ST	Dec-53
26	2850 54TH ST	Aug-54
27	5064 CLAIREMONT DR	May-55
28	3880 KEARNY VILLA RD	Jul-58
29	198 W. SAN YSIDRO BLVD	Sep-05
30	2265 CORONADO AVE	Aug-59
31	6002 CAMINO RICO	Jan-06
32	484 BRIARWOOD RD	May-61
34	6565 COWLES MOUNTAIN BLVD	Nov-63
35	4285 EASTGATE MALL	Oct-71
36	5855 CHATEAU DR	Aug-69
37	11640 SPRING CANYON RD	Aug-01
38	8441 NEW SALEM ST	Aug-80
39	4949 LA CUENTA DR	Jun-76
40	13393 SALMON RIVER RD	Jun-81
41	4914 CARROLL CANYON RD	Mar-90
42	12119 WORLD TRADE DR	Sep-88
43	1590 LA MEDIA RD	Apr-95
44	10011 BLACK MOUNTAIN RD	May-02
Temp 45	QUALCOMM STADIUM	Jan-06
46	14556 LAZANJA DR	Jan-04
47	6041 EDGEWOOD BEND CT.	Jan-08
Airport	3698 PACFIC HWY	

## II. Description of Work.

1. The Contractor shall perform the maintenance work (e.g., , updates, repairs, and replacement) during the Maintenance Period in accordance with this Maintenance Contract, RFP, and Specifications of the Design-Build Contract such that the completed facility complies with the Design-Build Contract Documents during the term of this Maintenance Contract.
2. The Work shall include the following:
  - a) Uninterrupted technical phone and remote access support at all times;
  - b) Updates for all System Software, as and when released by the Contractor;
  - c) Repair of defective or malfunctioning Hardware (not otherwise covered under the Contract warranty applicable to the Hardware) at the Contractor's principal place of business; and
  - d) Ground shipping for the return of repaired Hardware.
3. The Contractor shall repair or replace the hardware and software within **24 hours** or the time agreed upon by the Contractor and the Contract administrator on a case by case basis from receiving notification from the Contract Administrator in writing or by email. The Work shall include the labor, equipment and material costs to repair and replace the defective item and the required backup if the System is down. The Contractor shall notify the Contract Administrator in writing or by email within 24 hours after the System is repaired or replaced.

## III. Exclusions.

1. The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the City's misuse or neglect of the System, alterations or repairs to the System made by any person other than an authorized City representative, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, failure of environmental controls or improper environmental conditions, or other acts of nature or civil unrest.
2. The Services shall not include disassembly or re-installation of any Hardware at City's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in the Contractor's sole discretion. All costs related to packaging and shipping Hardware from City to the Contractor shall be pre-paid by the City. The party responsible to pay for shipping costs hereunder shall bear all risk of loss or damage during shipping. The Contractor shall not be liable to provide Services at any time when the City is in breach of any obligation to the Contractor under this Maintenance Contract.

**EXHIBIT B**  
**LICENSE DATA SHEET**

**State Contractor License Classification and Number:** \_\_\_\_\_

Name of License Holder: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**City of San Diego Business License Number:** \_\_\_\_\_

Expiration Date: \_\_\_\_\_

## **SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

## **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) currently in effect.
- 

### **1-2 TERMS AND DEFINITIONS.**

**Normal Working Hours.** To the City Supplements, ADD the following:

The Normal Working Hours shall be **8:30 AM to 3:30 PM** for construction only. During maintenance period, the required hours shall be round-the-clock.

### **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.

### **2-16 TECHNICAL STUDIES AND DATA.** To the City Supplement, ADD the following:

- a) Asbestos Reports available for review at:

<ftp://ftp.sannet.gov/OUT/ECP/2-16%20TECHNICAL%20STUDIES%20AND%20DATA/>

- b) A CD containing the existing record drawings and information about the Project e.g., electrical, HVAC, and floor plans of each fire station will be distributed to the Design-Build firms at the Pre-Submittal meeting.
- c) For a complete set of available record drawings i.e., “As-Builts,” contact the City’s Development Services Department, Records Information office at:

1222 First Avenue, MS 301  
San Diego, CA 92101-4154  
(619) 446-5200

### **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 Apparent Low Bidder** and on a City form when provided by the City.

**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.

**7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplements, 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.

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

**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."

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

**ADD:**

**707-1.1 Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption for Citywide Fire Station Alerting System projects, Project No. WBS# S-40065, as referenced in the Contract Appendix. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix A.

Compliance with the City's environmental document is included in the various Bid items, unless a bid item has been provided.

**END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**

**NOTICE OF EXEMPTION**

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422
OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

PROJECT NO.: WBS # S-40065

PROJECT TITLE: Citywide Fire Station Alerting System project

PROJECT LOCATION-SPECIFIC: The project improvements will occur at 45 fire station locations citywide including Fire Station No. 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47.

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project would provide for replacement of the alerting system for each fire station. The project will include installation of new speakers, power module, master control unit, station paging module, alerting system strobes, electrical wiring and hardware. All improvements will be contained within the existing structure and will not impact the exterior of the building. This project has been reviewed by the Historical Resources Board staff and determined that these improvements will not affect the exterior of the structure and the project will not impact the historical quality of Fire Station 4, which is a designated historic structure.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, E&CP Dept/Sepi Amirazizi
600 B Street, Suite 800 (MS 908A)
San Diego, CA 92101
619 533- 4651

EXEMPT STATUS: (CHECK ONE)

- ( ) MINISTERIAL (SEC. 21080(b)(1); 15268);
( ) DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
( ) EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
(X) CATEGORICAL EXEMPTION: 15301(A) (EXISTING FACILITIES)

REASONS WHY PROJECT IS EXEMPT: This project qualifies for State CEQA Guideline § 15301, "Existing Facilities" and does not trigger any of the exceptions to categorical exemptions found in State CEQA Guideline § 15300.2. All work associated with this project will be performed consistent with the Secretary of the Interior Standards for Treatment of Historic Structures.

LEAD AGENCY CONTACT PERSON: JEAN CAMERON

TELEPHONE: (619) 446-5379

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
( ) YBS ( ) NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA

Jean Cameron
JEAN CAMERON/SENIOR PLANNER

Jan 25, 2012
DATE

CHECK ONE:

(X) SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

**APPENDIX B**

**SAMPLE CITY INVOICE**

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
SAP No. (WBS/IO/CC)											
City Purchase Order No.						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:			RE Fax#:			Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
<b>CHANGE ORDERS</b>											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Encrease bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
<b>SUMMARY</b>								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						<b>Retention and/or Escrow Payment Schedule</b>					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
<b>G. Payment Due Less Retention</b>						<b>Contractor Signature and Date:</b>					
H. Remaining Authorized Amount											



**ATTACHMENT D**  
**CONTRACT FRONT END VOLUME 2**

Valid (CA)

# City of San Diego

CONTRACTOR'S NAME: Bergelectric Corp  
 ADDRESS: 650 Opper Street  
 TELEPHONE NO.: (760) 670-1003 FAX NO.: (760) 476-4619  
 CITY CONTACT: Claudia Abarca - Contract Specialist, email: Cabarca@sandiego.gov  
Phone No. (619) 533-3439, Fax (619) 533-3633  
S Amirazizi /BD/LJI

## CONTRACT DOCUMENTS



## FOR

### SDFD STATION ALERTING DESIGN-BUILD CONTRACT

VOLUME 2 OF 2

BID NO.:	<u>K-13-5567-DB1-3-B</u>
SAP NO. (WBS/IO/CC):	<u>L-12002</u>
CLIENT DEPARTMENT:	<u>1912</u>
COUNCIL DISTRICT:	<u>CITYWIDE</u>
PROJECT TYPE:	<u>BB</u>

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

**THIS PROPOSAL DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY**

Valid (CA)

# City of San Diego

CONTRACTOR'S NAME: Bergelectric Corp  
 ADDRESS: 650 Opper Street  
 TELEPHONE NO.: (760) 670-1003 FAX NO.: (760) 476-4619  
 CITY CONTACT: Claudia Abarca - Contract Specialist, email: Cabarca@sandiego.gov  
Phone No. (619) 533-3439, Fax (619) 533-3633  
S Amirazizi /BD/LJI

## CONTRACT DOCUMENTS



## FOR

### SDFD STATION ALERTING DESIGN-BUILD CONTRACT

VOLUME 2 OF 2

BID NO.:	<u>K-13-5567-DB1-3-B</u>
SAP NO. (WBS/IO/CC):	<u>L-12002</u>
CLIENT DEPARTMENT:	<u>1912</u>
COUNCIL DISTRICT:	<u>CITYWIDE</u>
PROJECT TYPE:	<u>BB</u>

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

**THIS PROPOSAL DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY**

**PROPOSAL 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. \_\_\_\_\_

**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL DOCUMENTS**

(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. \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

(1) Name under which business is conducted Bergelectric Corp

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

  
\_\_\_\_\_  
(Signature)

Ken Bertalan  
\_\_\_\_\_  
(Printed Name)

Sr. 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) 650 Opper Street

(5) City and State Escondido, CA Zip Code 92029

(6) Telephone No. (760) 670-1003 Facsimile No. (760) 746-4619

**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-7, C10

LICENSE NO. 85046 EXPIRES 2/28/2015

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): 

E-Mail Address: gstivers@bergelectric.com

**PROPOSAL DOCUMENTS**

**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 Sr. Vice President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 30 DAY OF May, 2013

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

*Serena K Yelle*  
(NOTARIAL SEAL)



PROPOSAL 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.

Ken Bertalan, being first duly sworn, deposes and says that he or she is Sr. 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: [Handwritten Signature]

Title: Sr. Vice President

Subscribed and sworn to before me this 30 day of May, 2013

[Handwritten Signature: Serena K Yelle]
Notary Public

(SEAL)



**PROPOSAL 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 ten 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.

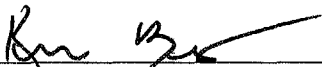
CHECK ONE BOX ONLY.

- 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: Bergelectric Corp

Certified By Ken Bertalan Title Sr. Vice President  
Name

 Date 05/30/2013  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**



**PROPOSAL 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: Bergelectric Corp	Contact Name: George Stivers
Company Address: 650 Opper Street	Contact Phone: (760) 670-1003
Escondido, CA 92029	Contact Email: gstivers@bergelectric.com

CONTRACT INFORMATION	
Contract Title: SDFD Station Alerting Design Build Contract	Start Date: 07/17/2013
Contract Number (if no number, state location): K-13-5567-DB1-3-B	End Date: 07/20/2014

**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](http://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.

05/30/2013

Name/Title of Signatory Ken Bertalan, Sr. Vice President      Signature *Ken Bertalan*      Date

FOR OFFICIAL CITY USE ONLY	
Receipt Date:	EBO Analyst: <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved – Reason:

rev 02/15/2011

**PROPOSAL DOCUMENTS**

---

**Design-Build Proposal**

---

1. The undersigned Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **SDFD Station Alerting Design-Build Contract**.
  
2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
  
3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
  
4. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Design-Builder deems necessary.

To all the foregoing, and including all Proposal schedule(s) and information required of the Design-Builder contained in this Proposal Form, said Design-Builder further agrees to complete the Work and Services required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Proposal Price(s) named in the aforementioned Proposal schedule(s).

Dated: 05/30/2013

Design-Builder: Bergelectric Corp

By:   
(Signature)

Title: Sr. Vice President

**PROPOSAL DOCUMENTS**

---

**Design-Build Proposal**


---

1. The undersigned Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **SDFD Station Alerting Design-Build Contract**.
  
2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
  
3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
  
4. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Design-Builder deems necessary.

To all the foregoing, and including all Proposal schedule(s) and information required of the Design-Builder contained in this Proposal Form, said Design-Builder further agrees to complete the Work and Services required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Proposal Price(s) named in the aforementioned Proposal schedule(s).

Dated: 05/30/2013

Design-Builder: Bergelectric Corp

By:   
(Signature)

Title: Sr. Vice President

**PROPOSAL DOCUMENTS**

**PRICE PROPOSAL FORMS**

The Bidder agrees to the design and construction of **SDFD Station Alerting Design-Build Contract**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item No.	NAICS	Description	Quantity	D*	Unit	Unit Price	Amount
<b>BASE PROPOSAL</b>							
1	541330	Engineering and Alerting System Design	1	D	LS	<del>                    </del>	\$ 23,000.00
2	238210	Field Construction	1		LS	<del>                    </del>	\$ 2,317,140.00
3	238210	Training	1		LS	<del>                    </del>	\$ 3,925.00
4	238210	Facility Station Acceptance and Test Plan	1		LS	<del>                    </del>	\$ 8,500.00
5		Long-Term Maintenance Contract	5		YR	\$ 113,146	\$ 565,730.00
6	238910	Coordination with the City of San Diego Asbestos and Lead Management Program during the design and Construction Phase in Case of any Encounter with Suspected Hazardous Materials."	1	D	LS	<del>                    </del>	
7		City Contingency - Type II	1		AL	<del>                    </del>	\$200,000
<b>TOTAL FOR BASE PROPOSAL (ITEMS NO 1 THROUGH 7 INCLUSIVE):</b>							\$ 3,118,295.00
<b>ADDITIVE ALTERNATE "1"</b>							
1	238210	Activation or De-activation of Garage Bay Doors and Gates	1		LS	<del>                    </del>	\$ 49,220.00
<b>TOTAL FOR ADDITIVE ALTERNATE "1":</b>							\$ 49,220.00
<b>ADDITIVE ALTERNATE "2"</b>							
1	238210	Activation or De-activation Traffic Signals	1		LS	<del>                    </del>	\$ 0.00
<b>TOTAL FOR ADDITIVE ALTERNATE "2":</b>							\$ 0.00

**PROPOSAL DOCUMENTS**

Item No.	NAICS	Description	Quantity	D*	Unit	Unit Price	Amount
<b>ADDITIVE ALTERNATE "3"</b>							
1	238210	Activation or De-activation Appliances	1		LS	<del>          </del>	\$ 0.00
<b>TOTAL FOR ADDITIVE ALTERNATE "3":</b>							\$ 0.00
<b>ADDITIVE ALTERNATE "4"</b>							
1	238210	Automatically Adjustable Daytime and Nighttime Alerting Volume Levels	1		LS	<del>          </del>	\$ 0.00
<b>TOTAL FOR ADDITIVE ALTERNATE "4":</b>							\$ 0.00
<b>ADDITIVE ALTERNATE "5"</b>							
1	238210	Printing of CAD Incident Information on a Station Printer	1		LS	<del>          </del>	\$ 0.00
<b>TOTAL FOR ADDITIVE ALTERNATE "5":</b>							\$ 0.00
<b>ADDITIVE ALTERNATE "6"</b>							
1	238210	Visual alerts - Programmable Apparatus-Specific Visual Alerts.	1		LS	<del>          </del>	\$ 0.00
<b>TOTAL FOR ADDITIVE ALTERNATE "6":</b>							\$ 0.00
<b>ADDITIVE ALTERNATE "7"</b>							
1	238210	Interface with Existing Audio/Visual Equipment to Display Call Information and/or Mute Audio	1		LS	<del>          </del>	\$ 37,076.00
<b>TOTAL FOR ADDITIVE ALTERNATE "7":</b>							\$ 37,076.00
<b>ADDITIVE ALTERNATE "8"</b>							
1	238210	A countdown timer or similar means to display the crew's "out of chute" time	1		LS	<del>          </del>	\$ 40,894.00
<b>TOTAL FOR ADDITIVE ALTERNATE "8":</b>							\$ 40,894.00

**PROPOSAL DOCUMENTS**

Item No.	NAICS	Description	Quantity	D*	Unit	Unit Price	Amount
<b>ADDITIVE ALTERNATE "9"</b>							
1	238210	An acknowledgement device or button which allows responding personnel in fire stations to indicate receipt of an alert and dispatch announcement.	1		LS	<del>          </del>	\$ 4,646.00
<b>TOTAL FOR ADDITIVE ALTERNATE "9":</b>							\$ 4,646.00
<b>ADDITIVE ALTERNATE "10"</b>							
1	238210	Ramped Tone Alerts – Programmable locally for night time operation	1		LS	<del>          </del>	\$ 0.00
<b>TOTAL FOR ADDITIVE ALTERNATE "10":</b>							\$ 0.00
<b>ADDITIVE ALTERNATE "11"</b>							
1	238210	Automated dispatching voice technology	1		LS	<del>          </del>	\$ 0.00
<b>TOTAL FOR ADDITIVE ALTERNATE "11":</b>							\$ 0.00
<b>TOTAL FOR PROPOSAL PLUS ADDITIVE ALTERNATES 1 THROUGH 11:</b>							\$ 3,250,131.00

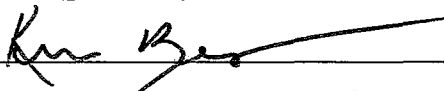
**\* Design Element (For City Use)**

Total Price for Design-Build Proposal (items 1 through 7 PLUS Additive Alternate 1 through 11, inclusive) amount written in words:

Three million two hundred fifty thousand one hundred thirty one and 00/00 dollars

Design-Builder: Bergelectric Corp

Title: Sr. Vice President

Signature:  Ken Bertalan

**PROPOSAL DOCUMENTS**

---

The Proposal shall contain an acknowledgment of receipt of all addenda as specified in the RFP. 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 proposal: None

The names of all persons interested in the foregoing proposal as principals are as follows:

Ken Bertalan, Sr. Vice President

George Stivers, Vice President

---

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

## PROPOSAL DOCUMENTS

---

### NOTES:

- A. The Contract Price to be used in the selection process as described in Section 5.6 of the RFP will be based on the Base Bid plus the following Additive Alternates: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11.
- B. After the selection has been made, the City may award the Contract for the Base Bid alone or if applicable, for the Base Bid plus any combination of alternates selected in the City's sole discretion.
- C. Prices 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 Proposal.
- D. Failure to initial all corrections made in the bidding documents shall cause the Proposal to be rejected as **non-responsive** and ineligible for further consideration.
- E. Blank spaces must be filled in, using figures. The Design-Builder's failure to submit a price for any Bid item that requires the Design-Builder to submit a price shall render the Proposal **non-responsive** and shall be cause for its rejection.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- H. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- I. Proposals 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.



**PROPOSAL DOCUMENTS**

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Design-Builder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Design-Builder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>ⓐ</sup>	WHERE CERTIFIED <sup>ⓑ</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Buescher Electric Inc</u> Address: <u>157 Palm Avenue</u> City: <u>Imperial Beach</u> State: <u>CA</u> Zip: <u>91932</u> Phone: <u>(858) 748-8478</u>	Constructor	Electrical	\$ 507,585.00	ELBE, SLBE	City of San Diego	
Name: <u>US Digital Designs Inc</u> Address: <u>1835 E Sixth St #27</u> City: <u>Tempe</u> State: <u>AZ</u> Zip: <u>85281</u> Phone: <u>(877) 551-8733</u>	Designer	Station Alerting System	\$ 20,700.00			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

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

ⓑ As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

**The Design-Builder will not receive any subcontracting participation percentages if the Design Builder fails to submit the required proof of certification.**

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY  
 Form Number: AA05  
 Attachment D  
 SDFD Station Alerting Design-Build Contract

1640  
CA

**PROPOSAL DOCUMENTS**

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY  
ADDITIVE/DEDUCTIVE ALTERNATE**

The Design-Builder shall list all Subcontractors described in the Design-Builder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder shall also list additional Subcontractors not described in the Design-Builder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>ⓐ</sup>	WHERE CERTIFIED ⓑ	CHECK IF JOINT VENTURE PARTNERSHIP
	Name: <u>Buescher Electric Inc</u> Address: <u>157 Palm Avenue</u> City: <u>Imperial Beach</u> State: <u>CA</u> Zip: <u>91932</u> Phone: <u>(858) 748-8478</u>	Constructor	Electrical	\$ 34,392.00	ELBE, SLBE	City of San Diego	
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

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

ⓑ As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

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

**The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.**

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY ADDITIVE/DEDUCTIVE ALTERNATE

Form Number: AA10

SDFD Station Alerting Design-Build Contract

**PROPOSAL DOCUMENTS**

**DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY**

The Design-Builder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall submit with the Bid the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Design-Builder will be credited up to 60% of the amount to be paid to the Suppliers for such materials/supplies unless vendor manufactures or substantially alters materials/supplies in which case 100% will be credited. The Design-Builder shall indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>ⓐ</sup>	WHERE CERTIFIED <sup>ⓑ</sup>
Name: <u>US Digital Designs Inc</u> Address: <u>1835 E Sixth St #27</u> City: <u>Tempe</u> State: <u>AZ</u> Zip: <u>85281</u> Phone: <u>(877) 551-8733</u>	Materials	\$1,666,050.00	Yes	Yes		
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

ⓐ As appropriate, Design-Builder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

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

ⓑ As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

**The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.**

Form Title: DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY  
 Form Number: AA25  
 Attachment D  
 SDFD Station Alerting Design-Build Contract

**PROPOSAL DOCUMENTS**

**DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER ADDITIVE/DEDUCTIVE ALTERNATE  
TO BE INCLUDED IN THE PRICE PROPOSAL ONLY**

The Design-Builder shall list all Suppliers described in the Design-Builder's Total Proposed Price whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder shall also list additional Suppliers not described in the Design-Builder's Total Proposed Price who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Suppliers that Design-Builders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED ②
	Name: <u>US Digital Designs Inc</u> Address: <u>1835 E Sixth St #27</u> City: <u>Tempe</u> State: <u>AZ</u> Zip: <u>85281</u> Phone: <u>(877) 551-8733</u>	Materials	\$ 87,704.00	Yes	Yes		
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

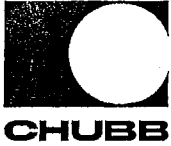
① As appropriate, Design-Builder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

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

② As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

**The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.**



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
Phone: 908-903-3497 Facsimile: 908-903-3656

Bond No. 8182-79-29-RR

FEDERAL INSURANCE COMPANY

BID BOND

Amount 10% OF AMOUNT BID

Know All Men By These Presents,

That we,

BERGELECTRIC CORP.

(hereinafter called the Principal), as Principal, and the FEDERAL INSURANCE COMPANY, Warren, New Jersey, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

CITY OF SAN DIEGO

(hereinafter called the Oblige), in the amount of TEN PERCENT OF THE AMOUNT BID

( 10% OF AMOUNT BID ), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 28TH DAY OF MAY 2013.

WHEREAS, the Principal has submitted a bid, dated 05/30/13 for:

SDFD STATION ALERTING DESIGN-BUILD CONTRACT

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Oblige the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Oblige may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

BERGELECTRIC CORP.

By: [Signature]
Ken Bertalan, Senior Vice President

FEDERAL INSURANCE COMPANY

By: [Signature]
Attorney In Fact, MICHAEL DESTICHE

## ACKNOWLEDGMENT

State of California  
County of San Diego

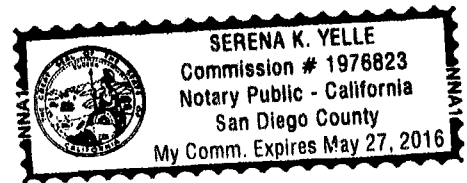
On May 30, 2013 before me, Serena K. Yelle, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Serena K. Yelle (Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of Los Angeles

On 5/28/13 before me, Clara Do, Notary Public

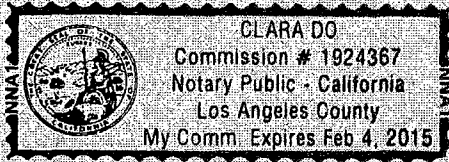
Date

Here Insert Name and Title of the Officer

personally appeared Michael Destiche

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Clara Do

Signature of Notary Public

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 this 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: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Individual

Partner —  Limited  General

Partner —  Limited  General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Federal Insurance Company

Vigilant Insurance Company

Pacific Indemnity Company



Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Michael Destiche, Clara Do, Steven G. Grella and Norma A. Raygoza of Los Angeles, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of October, 2010.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY  
County of Somerset

On this 25th day of October, 2010 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 14, 2014

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 28th day of May 2013.



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3858 e-mail: surety@chubb.com



## Abarca, Claudia

---

**From:** Infantino, Susan  
**Sent:** Monday, July 01, 2013 12:10 PM  
**To:** Amirazizi, Sepi; Chen, Steve  
**Cc:** Cetin, Elif; Doringo, Berric; Abarca, Claudia  
**Subject:** Re: K-13-5567-DB1-3-B - SDFD Station Alerting Design-Build Contract

I am good with the responses

Susan Infantino  
Communications Manager  
San Diego Fire-Rescue Department  
[sinfantino@sandiego.gov](mailto:sinfantino@sandiego.gov)

"Amirazizi, Sepi" <[SAmirazizi@sandiego.gov](mailto:SAmirazizi@sandiego.gov)> wrote:

Hi Susan/Steve,

Please review the email below and let me know if you are ok with the responses in red. We need to discuss this.

Thanks,

Sepi

---

**From:** George Stivers [<mailto:gstivers@bergelectric.com>]  
**Sent:** Monday, July 01, 2013 10:19 AM  
**To:** Abarca, Claudia  
**Cc:** Amirazizi, Sepi  
**Subject:** RE: K-13-5567-DB1-3-B - SDFD Station Alerting Design-Build Contract

See comments below for each line item in red, please let us know if you any additional questions or clarifications.

Also, are bid results available for pricing and scoring?

**Thank you**

**George Stivers**  
VP National Technology Systems  
760-746-1003 main  
760-670-2289 direct  
760-746-4619 fax  
[www.bergelectric.com](http://www.bergelectric.com)

---

**From:** Abarca, Claudia [<mailto:CAbarca@sandiego.gov>]  
**Sent:** Friday, June 28, 2013 2:26 PM  
**To:** 'George Stivers'  
**Cc:** Amirazizi, Sepi  
**Subject:** K-13-5567-DB1-3-B - SDFD Station Alerting Design-Build Contract  
**Importance:** High

Hello George,

Please review the attached documents and confirm the following in order for bid results to be finalized:

1. The unit price for line item #5, Long-Term Maintenance Contract, of the base proposal is \$113,146.00 Yes - 5 continuous years of Recurring Support (standard 9-5 M-F, etc.) is \$565,730. This divided into 5 separate years is \$113,146 per year/unit.
2. The amount for item #6 is \$0 (Zero Dollars). By indicating a \$0 amount, Bergelectric Corp. acknowledges that **no compensation** shall be provided should the line item be utilized if the contract is awarded to Bergelectric Corp. Yes – *This a zero dollar amount, no extra cost required for coordination with the City of San Diego Asbestos and Lead Management Program.*

Bergelectric has indicated that Additive Alternates 2, 3, 4, 5, 6, 10, and 11 will be performed at \$0.00 (Zero Dollars) cost to the City if awarded the contract. Please confirm this is Bergelectric's intent. *Our interpretation of RFP documents and previous RFP Addendum RFI responses is that all additive alternates are for functionally of the Station Alerting System hardware only and do not include any field installation or field material/equipment, i.e. actual connection to garage bay open controllers, actual connection to traffic signal controllers, actual connection to appliance gas valves, actual connection to station printer, or the actual connection to existing audio/visual equipment. We are not providing labor and material to connect existing equipment to Station Alerting System head end equipment, we are only providing output connection point, as hereafter described.*

- *Add Alt 2: Station Alerting System can send a relay signal to an Owner-Furnished traffic signal controller, but are not providing the controller itself or installation labor, conduit and wire.*
- *Add Alt 3: Station Alerting System can send a signal to an Owner-Furnished appliance controller, but we will not be providing the controller itself or installation labor, conduit and wire.*
- *Add Alt 4: Station Alerting System solution we proposed already includes the ability to automatically adjust daytime and nighttime alerting volume levels.*
- *Add Alt 5: Station Alerting System/solution we proposed includes the ability to tie into an Owner-Furnished printer, does include installation labor, conduit and wire.*
- *Add Alt 6: The solution we proposed includes Message Signs (various quantities for each individual station) for Apparatus-Specific Visual Alerting.*
- *Add Alt 10: Station Alerting System/solution proposed includes ramped tone alert ability.*
- *Add Alt 11: Station Alerting System/solution proposed includes a VoiceAlert Automated Dispatching Voice Technology license for each station.*

A response is required by 12:00 pm, Monday July 1, 2013. If you have any questions, please let me know.

Regards,

Claudia Abarca | Contract Specialist  
Public Works Contracting Group  
**CITY OF SAN DIEGO**  
1010 Second Avenue, Suite 1400, MS 614C | San Diego, CA 92101  
(619) 533-3439 Work | (619) 533-3633 Fax

# SYSTEMS PROPOSAL



 **Bergelectric**



For The  
**SDFD Station Alerting  
Design-Build Contract**

# IDENTIFICATION OF DESIGN-BUILDER



“  
*I can't say enough good things about Bergelectric—they helped us win the Herlong job with their competitive pricing. Constructability and economies of the subcontractor are passed on so we're able to deliver a more economical building to the owner.*  
”

Wayne Saxerud,  
Operations Manager  
Hensel Phelps Construction

## IDENTIFICATION OF DESIGN-BUILDER

### a) Legal name and address of company

Bergelectric Corp.  
650 Opper Street  
Escondido, CA 92029

b) Legal form of company (partnership, coproation, joint venture, etc.). If joint venture identify the members of the joint venture and provide all information required under this section for each member.  
Corporation

c) If company is wholly owned subsidiary of a “parent company,” identify the “parent company.”  
N/A

d) Addresses of offices located in San Diego County.  
650 Opper Street  
Escondido, CA 92029

e) Number of years that company has maintained office in San Diego County.  
39 Years

f) Number of employees in San Diego County  
833

g) City of San Diego Business License Number, State Contractor's License Number (include date of expiration), and Professional Engineering/Architect License Number (include date of expiration).  
**San Diego Business License:**  
CERT #B1974006320  
**CA License:** C7-85046  
**CA License:** C10-85046

h) Name, title, address and telephone number of person to contact concerning the Proposal.  
George Stivers  
650 Opper Street  
Escondido, CA 92029  
Tel: (760) 746-1003

# ADDENDA TO THIS RFP



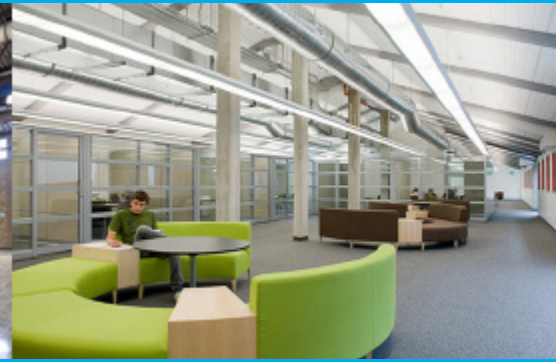
## ADDENDA TO THIS RFP

There is no Addenda to this RFP.

“  
*Berg’s  
preconstruction  
group does a great  
job of getting their  
arms around the  
project early on and  
setting expectations  
for the owner;  
architect and other  
trades to allow a  
successful project to  
unfold.*”

Jamie Schnick,  
Principal  
Exp. Consulting Engineers

# EXCEPTIONS TO THIS RFP



## EXCEPTIONS TO THIS RFP

The Design-Builder (Bergelectric Corp.) does not take exception(s) to any portion of the RFP.

“  
*One of the keys to our relationship with Berg is the quality of their field personnel—they have the ability to attract and retain the best people around.*  
”

Jay Pinkerton  
General Superintendent  
Highland Partnership

# EXECUTIVE SUMMARY



## EXECUTIVE SUMMARY

“  
Considering the size, complexity, and speed of the Biosite project, Berg is a valuable asset as a design-assist partner on these facilities that also require FDA validation.  
”

Bill Hansen  
Senior Project Manager  
Reno Contracting

### Introduction

The most important features of a fire station alerting system are that it alerts the correct units in a timely manner, that it is reliable, and that it is cost effective. US Digital Designs believes it has a superior product that meets these needs and builds on them to go beyond the minimum requirements.

### System Components and Operation

The Phoenix G2 Station Alerting System provides Automated Dispatching through VoiceAlert announcements, zoned alerting with heart-saver alert tones, message display signs, and message display & control units for individual dorm rooms. Automated Dispatching assists dispatchers by automatically alerting stations with voice and visual alerts when units are dispatched in CAD. Visual message displays provide an alternative to dispatch voice for fire fighters to get dispatch information, helping to minimize misunderstanding.

The Phoenix G2 system is comprised of a central Communications Gateway server pair that is located adjacent to an existing CAD system and one or more ATX Station Controllers with peripherals located the fire stations. The Communications Gateway is a redundant hot-standby pair of servers with RAID 1 mirrored data disks, providing high availability. Systems can also be provisioned with additional sets of paired Gateways for further redundancy at disaster recovery sites.

The Station Controllers are connected to the Communications Gateways using Wide Area

Networks (WAN), radio data systems, or other communications circuits. The peripherals are connected to the Station Alerting Controller in the fire station using standard TIA/EIA 568 Cat 5 or 6 cabling, identical to that used by a standard local area network. Speakers and other devices are connected using common cabling.

The system can display the dispatch information on message signs strategically located throughout the station, and can print the dispatch on one or more rip and run printers in the station. The system plays a heart-saver alert tone and then a system-generated voice announcement of the dispatch in the common areas of the station, and in the dorm rooms of the assigned officers and firefighters. The system can also display messages or audio alerts for non-emergency messages intended for fire stations.

In the event that the CAD system is unavailable for any reason, dispatchers can use the web-based Manual Alerting application provided with the Communications Gateway to alert stations without the CAD system. All status information normally provided to the CAD system is then provided directly to the dispatcher via the Manual Alerting application. The Manual Alerting client also has an Administrative Announcement tab to allow authorized personnel to make non-emergency announcements to one or more stations using VoiceAlert, message displays and printers.

The ATX Station Controller provides the interface

Upgraded Station Alerting Designs available to view/print at:  
<http://www.stationalerting.com/sdfd.pdf>



# EXECUTIVE SUMMARY



## EXECUTIVE SUMMARY (cont.)

“  
*Berg is the most dependable electrical contractor that we work with. When we have a difficult job with a difficult schedule, we identify the goals together and set about getting it done.*  
”

Matt Reno  
CEO  
Reno Contracting

and control of audio sources in the fire station. The ATX has 3 audio connections for dispatch radio, dispatch audio phone lines and telephone intercom. These audio inputs are switched to the audio output depending on their priority and the status of any active alerts.

Speaker lights provide low-voltage lighting for use when an alert is active. Speaker lights are typically used in dorm rooms and exit pathways from dorm rooms to the apparatus room. Speaker lights can also be used as alternative alerting devices in high-noise areas like gyms or work rooms.

### Installation

Bergelectric offers a full line of high technology cabling service solutions for all of your voice, data and video needs.

Bergelectric is committed to providing the most reliable IT cabling foundations available through professionally designed /installed systems while supplying the best forward thinking connectivity solutions.

As a Bergelectric customer you will be assured a certified design built to the latest EIA/TIA industry standards.

### Capabilities:

- Structured Cabling Network Design/ Build
- Voice , Data and Video Systems
- Backbone Distribution Systems
- Optical Fiber design and Installation
- Campus Pathways and Cabling Systems

- Layout of Computer Rooms and Telecommunication Closets
- Design and Installation of Horizontal and Vertical Conduit Pathways
- Cable Tray Design and Build
- Consulting Services
- Point-of-sale

Bergelectric employs several individuals who have achieved the prestigious Registered Communications Distribution Designer (RCDD), Outside Plant Specialist (OSP), designation from BICSI. This ensures our customers receive only the most professional, most complete designs for our design/build projects and allows us to potentially improve on the designs of plan/spec projects. Our on-staff RCDD's/OSP/ESS are also required to maintain their credentials through Continuing Education Credits; this keeps them abreast of industry changes as they occur and offers our customers the most up-to-date information and designs.

### Industry Partners:

Dedication to quality customer service is enhanced by the use of the highest quality cable, connectivity hardware and state of the art testing equipment.

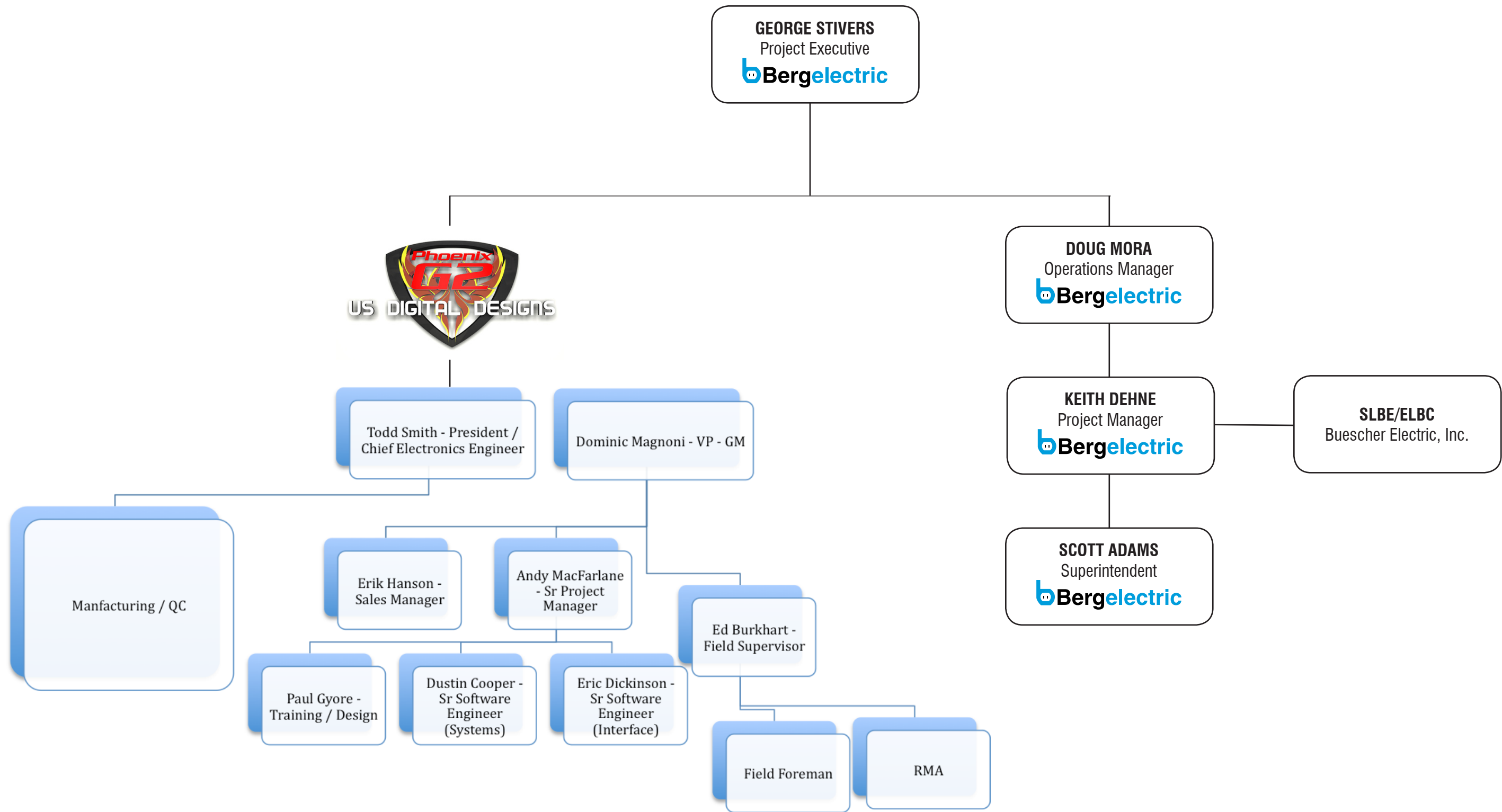
- Berk-Tek-Ortronics
- APC
- TE
- Siemons
- Panduit
- Leviton
- Corning Cable System

Upgraded Station Alerting Designs available to view/print at:  
<http://www.stationalerting.com/sdfd.pdf>

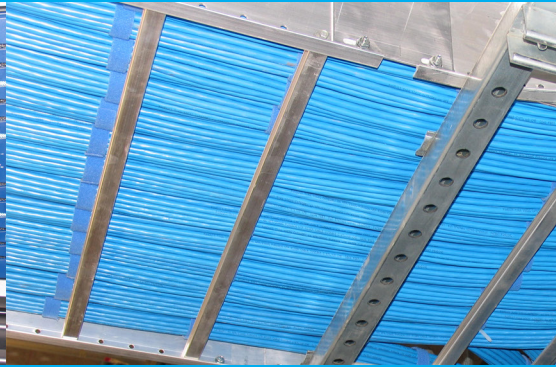
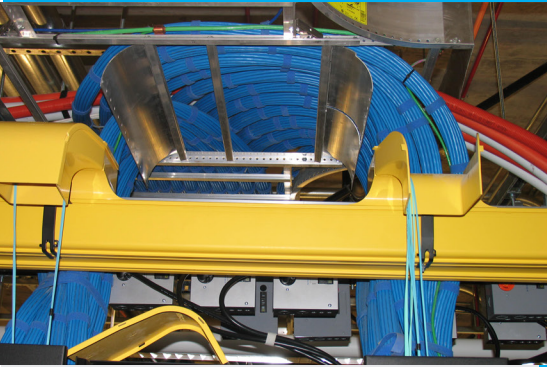
 **Bergelectric**



# PROJECT TEAM



# PROJECT TEAM



“  
*Berg brings talent and resources to a project. They help us promote and build long-term client relationships.*  
”

Jon Severson  
President  
Millie and Severson

## PROJECT TEAM

### **Bergelectric Technology Systems Group**

Since our inception in 1946, Bergelectric Corporation has made its mark on the construction industry by providing the highest quality electrical and systems installations to every project we take on.

Bergelectric's Technology Systems Group is committed to providing the most reliable IT, fire alarm and security infrastructure foundations available through professionally designed/installed systems while supplying the best forward-thinking connectivity solutions.

Bergelectric offers a full line of high-technology cabling and equipment service solutions for all of your technology system needs.

As a Bergelectric customer you will be assured a certified design built to the latest EIA/TIA industry standards.

### **US Digital Designs, Inc.**

US Digital Designs, Inc. is a Subchapter S corporation engaged in product development and consulting company based in Tempe, Arizona. US Digital Designs has been in business for 11 years, and we have been providing services to Public Safety agencies for 7 years. We have designed, manufactured, and delivered 6 different Public Safety product lines and more than 1500 individual product items.

### **George Stivers, Systems Division Manager Bergelectric Corp.**

George Stivers has 30 years of low voltage

contracting experience including project management, employee management, estimating, sales and troubleshooting. For more than five years George has been the Fire/Security Division Manager at Bergelectric. He is an NFPA Certified Fire Protection Specialist and NICET certified in fire alarm systems. Throughout his years in the industry, George has lead the way on a multitude of projects including several large projects, one of which required \$2.4 million worth of fire alarm systems.

### **Doug Mora, Systems Operations Manager Bergelectric Corp.**

Doug Mora has 20 years of low voltage contracting experience including, NICET Level IV Certified, project management, system design, preparation and verification of all low voltage systems, verification of accuracy, content, assembly and coordination of technical submittals to architects, engineers and other authorities having jurisdiction.

### **Scott Adams, Superintendent Bergelectric Corp.**

Scott brings over 14 years of experience in the Communication Industry. His experience and expertise includes: Daily supervision of field operations, management of schedules and manpower resources, Good communication skills with all levels of project management. Dedicated to achieving long term customer satisfaction though quality installation and performance of systems.

Upgraded Station Alerting Designs available to view/print at:  
<http://www.stationalerting.com/sdfd.pdf>



# PROJECT TEAM



## PROJECT TEAM (cont.)

“  
**Berg brings talent and resources to a project. They help us promote and build long-term client relationships.**  
”

Jon Severson  
President  
Millie and Severson

### **Keith Dehne, RCDD, Project Manager** *Bergelectric Corp.*

Keith brings over 21 years of low voltage contracting experience including project management, employee management, estimating, sales and troubleshooting. Keith is an expert in design as a Registered Communications Distribution Designer (RCDD) as certified by BICSI.

### **Todd G. Smith, President, Co-Founder, and** *Electronics Engineer--USDD*

In addition to administration responsibilities, the president of USDD is the chief electronics designer. Todd Smith has 20 years of experience designing high reliability, mission critical hardware and software. Mr. Smith's primary experience involved designing digital control systems for process equipment and ultra high purity gas and chemical delivery systems for the semiconductor market for Praxair, Flowpure and Norcimbus.

### **Dominic Magnoni--VP, Co Founder &** *Mechanical Engineer--USDD*

Mechanical engineering is one of many functions managed by Mr. Magnoni. All business related functions regarding sales and contracts are readily managed personally to insure the project success and customer satisfaction. Mr. Magnoni's experience has been concentrated in the industrial systems automation. These experiences included semiconductor robotics design, power production automation systems, and project management for large scale projects for companies such as Honeywell, Motorola, Siemens, and General Dynamics

### **Andy MacFarlane, Sr. Project Design Manager** *USDD*

Andy has worked in the Fire Service for over 25 years, initially as a volunteer firefighter and EMT for the Sedona, Arizona fire district, and for 15 years as Communications Engineer and Communications and Infrastructure Manager for the Phoenix Fire Department. Andy has formal training in project management from the Project Management Institute and designed and managed the implementation of many multi-million dollar voice and data communications systems and has been the project manager for all major US Digital Designs system implementations.

Upgraded Station Alerting Designs available to view/print at:  
<http://www.stationalerting.com/sdfd.pdf>



# TECH APPROACH & DESIGN



## TECHNICAL APPROACH & DESIGN CONCEPT

“  
*Berg did a terrific job of mobilizing manpower in an emergency. Bringing 12 guys up from Denver on a holiday weekend and completing about \$100,000 of work in less than 3 days was pretty amazing.*  
”

Scott Miller  
Project Manager  
Hyder Construction

**A) How the Design-Builder will address the required features, including:**

### Visible and audible notification of calls

The Phoenix G2 Station Alerting System will alert emergency crews of dispatches by playing alert tones and automated voice announcements over the dispatch talkgroup. In the fire stations the system will activate lighting circuits, display dispatch information on message displays located in dorm rooms and station living areas, and play an audible alert tone and automated voice announcement of the dispatch information. If dispatchers have follow-up information for the station crews any announcement made on the dispatch talkgroup will play through the station speaker system after the automated voice announcement.

### Integration with Station Lighting Systems--The system shall control some station lighting during an alert sequence.

The Phoenix G2 ATX Station Controller has 4 Auxiliary Output relays that can be configured for various functions, including controlling Common or Unit lighting. These relays are for low-voltage control and can interface to low-voltage lighting contactors. High-voltage contactors will require an additional relay for control and are not included in the base system cost.

### Ramped lighting--Graduated lighting that can be configured to ramp up from 0 percent to 100 percent over time (red lighting is an acceptable option).

The Phoenix G2 LED Speaker Lights provide low-voltage ramped red LED lighting. The LEDs ramp from off to full brightness over 10 seconds.

Upgraded Station Alerting Designs available to view/print at:  
<http://www.stationalerting.com/sdfd.pdf>

**Egress Lighting--The system shall provide ramped low-voltage egress lighting throughout the station using either light-only or light with speaker fixtures.**

This proposal includes LED speaker lights in dorm rooms and exit corridors leading to the apparatus rooms.

### Zoned alerting which uniquely identifies specific call types from the CAD system.

The Phoenix G2 alerting system fully supports zoned alerting. Zoned alerting is typically done based on the units alerted for the incident, but can be done based on call type (incident nature code), if desired.

### Tonal alerts--programmable apparatus-specific tonal alerts.

The Phoenix G2 alerting system supports unit-based and incident type-based alert tones. There are numerous alert tones provided by the system, or clients can specify new alerts tones that can be added to the system.

### Voice alerts--Programmable apparatus-specific voice alerts.

The Phoenix G2 VoiceAlert feature is not limited to apparatus-specific alerts (although it can do this) but is a full text-to-speech system that can announce the complete dispatch information for all alerted units in the station, and over the dispatch radio system (talkgroup).

### Provide station speakers for notifications.

US Digital Designs has provided speakers throughout the stations for audio alert notifications.

 **Bergelectric**

# TECH APPROACH & DESIGN



## TECHNICAL APPROACH & DESIGN CONCEPT (cont.)

“  
**Berg’s  
preconstruction  
efforts—from  
design development  
to construction  
documents—were  
invaluable to us  
in managing the  
budget for Rapids  
Soccer Stadium.  
Their field people  
have been proven  
to be top-notch and  
have a thorough  
understanding of our  
project.**”

Gene Fatur  
Project Executive  
Turner Construction

### **Integration with existing phone systems maintained by the City of San Diego.**

The ATX Station Controller also supports integration with VoIP telephone systems capable of SIP signaling. The ATX can be configured with one or more SIP extensions and will automatically answer calls directed to these extensions. The extensions can be configured to perform different actions when a call is received such as routing audio to the speakers, playing a tone and displaying message text, triggering a station alert, and other functions. This is the method that USDD recommends for this project. Configuration of the City’s phone system to support the SIP extensions would be a City responsibility.

The Phoenix G2 ATX Station Controller also can integrate with analog telephone paging outputs using one of the 3 audio inputs that can be used by the customer for a variety of applications. Audio Input 3 is specifically pre-configured to act as an intercom input for connection to external equipment for use in paging. This input can be used with an analog telephone line and a paging adapter to connect to most any existing telephone system.

### **Voice/Alert Tones--Programmable alert tones to distinguish different sources such as telephones, front-doorbells, printer alerts, and AC power failures. Voice alerts are preferred.**

The Phoenix G2 ATX Station Controller has a telephone line ring detector with selectable ring tones and the 3 internal Auxiliary Inputs can be configured to alert act as door bells with

configurable message sign display text and audible alerts. The Station Controller IO Rules can be configured to trigger message sign text and audible alerts for other events such as printer alerts, UPS power failure detection, and other events.

### **Audio muting which allows dispatch notifications to pre-empt the station speaker over other audio traffic.**

The Phoenix G2 ATX Station Controller audio inputs have user-configurable priority levels for use both during alerts and not during alerts. These levels allow configuration of inputs for mixing or muting of lower-priority inputs when activity is detected on a higher-priority input providing the required function.

### **Dispatcher announcing--The system, in conjunction with wide and local area computer networks, will provide the station with a live voice from the dispatch center via the radio system.**

The Phoenix G2 ATX Station Controller has 3 audio inputs that can be used by the customer for a variety of applications. Audio Input 1 is specifically pre-configured for use with the dispatch radio.

Upgraded Station Alerting Designs available to view/print at:  
<http://www.stationalerting.com/sdfd.pdf>



# TECH APPROACH & DESIGN



## TECHNICAL APPROACH & DESIGN

“*Berg has organized a conscious, structured effort to provide proactive hiring and promotion policies for our nation’s Veterans, which was the basis for the California Employer Advisory Council (CEAC) honor.*”

Alan J. Mashburn  
Senior Vice President  
Bergelectric Corp.

**Local Module--**The system shall provide a module installed in each fire station which be programmed by crew members. The primary function of the module is the assignment of dorm rooms to specific work groups. The programming should include: speaker zoning, lighting, doors, traffic lights, and appliances as required. This module should also display system testing and status functions.

The Phoenix G2 Station Alerting System fire station components consist of the ATX Station Controller, Message Display and Control Peripherals (MessageRemote, RoomRemote, etc.) and the attached Speakers. Some of the required functions are provided by the ATX Station Controller, some by the Peripherals, and some by both as indicated below:

- ATX Station Controller:
- Speaker Zoning
- Lighting Control (both LED lighting and relay contact-controlled lighting)
- Traffic Light control
- Appliance control
- System testing and status

### RoomRemote and MessageRemote:

- Assignment of dorm room to one or more unit work groups
- Speaker Zoning
- Lighting Control (both LED lighting and relay contact-controlled lighting if present)

If centralized unit / dorm assignment is a mandatory feature, US Digital Designs will develop a new configuration touchscreen that allows Peripheral to Unit assignments to be done

from the touchscreen. Note that this will require this device to be in an accessible location.

**A button for an “in-station” audio test. An audio test of tones and a vocal announcement can be performed by pressing a single button on the station control unit hardware. Tones and a standard test announcement will be heard only in the station where the test is performed.**

The Phoenix G2 ATX has a Local Alert button that generates a local test of the alerting system including playing an alert tone and test voice announcement, displaying a test text message, and activating all lighting and alert-related controls.

**The ability to utilize multiple redundant data transport systems to ensure that alerts are received at the station in the event of a single data transport outage.**

NFPA 1221 specifies both Primary and Secondary alerting circuits be used for high-volume departments (see Appendix A). The Primary Circuit must be monitored for integrity and the Secondary can be monitored or unmonitored.

The Phoenix G2 Station Alerting System supports multiple monitored Primary and Secondary alerting circuits through various media including wireline and wireless IP networks, and serial (RS-232) data.

For this project US Digital Designs is proposing that the Primary alerting circuit would be UDP/

Upgraded Station Alerting Designs available to view/print at:  
<http://www.stationalerting.com/sdfd.pdf>



# TECH APPROACH & DESIGN



## TECHNICAL APPROACH & DESIGN CONCEPT (cont.)

“*Berg has played a major role in the electrical design that addresses energy-saving goals as well as ensuring that the school construction is completed on time.*”

Michele Grierson  
Senior Project Manager  
Martin-Harris Construction

IP over the City's wide area network (WAN). The Communications Gateways (central servers) poll the Fire Station Controllers every 30 seconds for connectivity. Loss of connectivity is logged and can be reported to the dispatch center via Web-based displays, or to other personnel via email or smart phones. Alerts are tried first using the highest priority usable alerting circuit, failing over to other circuits when necessary. The UDP/IP alerting protocol is very short, requiring between 500 and 1000 bytes per alert depending on the exact amount of incident data displayed and announced in the alerted station.

For monitored Secondary alerting circuits US Digital Designs can implement one or more additional interfaces as described below:

### **Wireless WAN over 3G or LTE commercial wireless with eventual migration to the FirstNet LTE network.**

This circuit type would actually consist of multiple IP connections with redundancy switching routers on each end of the circuit. These routers would provide the routing necessary to protect the overall IP network between the Communications Gateways at the dispatch center and the Station Controllers at each fire station. USDD has had discussions with Verizon Wireless regarding enterprise-class wireless protected networks and Verizon has several solutions related to this. As the federally-supported FirstNet public safety broadband network is built out, the commercial wireless component of this solution could be migrated to FirstNet.

### **Dedicated wireless data network**

This type of secondary circuit would consist of one or more dedicated data base stations connected to the Communications Gateways, and one remote data radio per fire station. The Communications Gateways would use a data protocol specifically designed for alerting fire stations to poll and alert the stations. The protocol used by the system is very lightweight and allow the system to simultaneously alert over 100 stations in less than 5 seconds. When using data radios, the Communications Gateway supports multiple transceiver sites and coordinates the use of the sites to optimize alerting throughput and minimize retransmissions. The Communications Gateway can use both wireline UDP/IP and serial radio data systems and will automatically fail over between these circuits on a per-station basis.

In addition to monitored circuits, the Phoenix G2 system supports 2-Tone Sequential, DTMF, telephone line ring detection or contact closure triggers alert triggers as secondary circuits.

### **Contact closure from existing fire station trunked radios**

Contact closure triggers can be accomplished using a Call Alert relay attached to the trunked radio installed in the station. Since the City already has trunked radios in the stations for voice dispatch, adding the Call Alert relays to these radios provides an inexpensive backup method that does not rely on wireline connections. To alert the stations using this

# TECH APPROACH & DESIGN



## TECHNICAL APPROACH & DESIGN CONCEPT (cont.)

“*Berg was selected as the ‘Safe Subcontractor of the Month’ several times throughout the duration of the Torrance and Newark telecommunications projects. With the volume of work and the number of man-hours spent, it was a pretty impressive safety record.*”

Alan Kuhn  
Program Manager  
Mills Electrical Contractors

method, dispatchers would use pre-configured Call Alert resources on the dispatcher’s radio console, or manual entry Call Alert to alert the station radio and trigger the alert. When an alert is triggered in the station, an alert tone would play, lights and other pre-configured devices would activate and radio audio would be routed to the speakers.

### Telephone line ring detection

Telephone ring detection can be implemented using ring down or dedicated business phone lines. During normal system operation, a ringing tone would be played over the speakers when the telephone line is called. If the monitored communications circuits are down, then an alert will be triggered when the line rings. This alert would cause the activation of the station lights and other pre-configured devices and radio audio would be routed to the speakers.

### Two-tone or DTMF decoding

The ATX Station Controller has built-in two-tone and DTMF decoding and tone decoding can be used over analog radio channels to alert the stations. Each station can have multiple two-tone or DTMF sequences linked to the station or units in the station, with different alert tones and message sign text for each sequence.

### B) How the design Builder will address all optional features, including

#### Activation or de-activation of garage bay doors and gates.

The Phoenix G2 Station Alerting System has a

Upgraded Station Alerting Designs available to view/print at:  
<http://www.stationalerting.com/sdfd.pdf>

robust Input / Output control system built into the Communications Gateway and ATX Station Controller. Functions on the Communications Gateway allow dispatchers to view the open / closed state of connected door contacts and to open or close doors or activate other outputs. The IO Rules section of the ATX Station Controller has programmable rules that can be activated for with various triggers.

#### Activation or de-activation traffic signals

The ATX Station Controller IO Rules can be used to trigger relay outputs on receipt of alerts for the station or units in the station. USDD does not recommend using outputs for automatic activation of traffic signals because uncertainties in unit locations and turnout times can cause motorists confusion.

#### Activation or de-activation appliances

The ATX Station Controller IO Rules can be used to trigger relay outputs on receipt of alerts for the station or units in the station. These can be used to turn off stoves or other appliances. Other equipment will likely be necessary to accomplish this action.

#### Automatically adjustable daytime and nighttime alerting volume levels.

The Phoenix G2 ATX has default and individually configurable daytime and night time volume levels that can be used to reduce the health aspects of noise in the fire station.

#### Printing of CAD details on a station printer

The Phoenix G2 ATX supports zoned Postscript





# TECH APPROACH & DESIGN



## TECHNICAL APPROACH & DESIGN CONCEPT (cont.)

“*Bergelectric is one of our best subcontractors—we have a great rapport and we especially value their expertise with preliminary budgeting on design-assist projects.*”

Dick Miller  
Vice President  
Matt Construction

and PCL network printers and can monitor the printers and report off-line and out-of-paper alarms locally and to the dispatch center.

### **Visual alerts--Programmable apparatus-specific visual alerts.**

The Phoenix G2 ATX uses LED message signs to indicate the units that are alerted for a specific incident. The indicator displayed for each apparatus in a station is individually configurable through the Web configuration tool.

### **Interface with existing audio/visual equipment to display call information and/or mute audio.**

US Digital Designs has developed and is currently in pre-production testing of a HDTV Remote that will display incident information on any HDTV that has an available HDMI port. The Remote will switch the TV from its current source to the incident information display during the alert and then switch the TV back to the previous source when the alert finishes. The HDTV Remote is expected to be available Q1 of 2013.

### **A countdown timer or similar means to display the crew's "out of chute" time.**

Message signs connected to the Phoenix G2 Message Remote, Sign Remote and ATX Station Controller can be configured to display a count-up timer that is activated when an alert is received by the system. These displays are typically located at the front of the apparatus room and often in hallways leading to the apparatus room. The display counts up for as long as an alert is active in the station.

**An acknowledgement device or button which allows responding personnel in fire stations to indicate receipt of an alert and dispatch announcement.**

The Phoenix G2 ATX supports input pushbuttons through the IO Rules functions. The status of all connected devices are sent to the Communications Gateway and can be reported to the CAD system. The TriTech CAD system does not currently support receiving these messages from the Alerting System. USDD is willing to work with TriTech to implement this functionality.

### **Ramped Tone Alerts--Programmable locally for night time operation**

The Phoenix G2 ATX has numerous pre-programmed alert tones installed and US Digital Designs can design and install additional tones if none of the current tones meet the Fire Department's needs. Most of the existing tones are ramping, with various ramping lengths. Tones can be selected by units alerted, incident nature or other CAD-driven selector.

### **C) CAD Interface**

**System must integrate with and accept inputs from TriTech's Visicad ® Station Alerting Interface.**

US Digital Designs Phoenix G2 Station Alerting System has a standard interface with TriTech's VisiCAD CAD System. This interface supports dispatch alerts, test alerts and unit relocation alerts. The Phoenix G2 Communications Gateway returns a status message to the VisiCAD system indicating the success and

# TECH APPROACH & DESIGN



## TECHNICAL APPROACH & DESIGN CONCEPT (cont.)

“*Bergelectric is one of our best subcontractors—we have a great rapport and we especially value their expertise with preliminary budgeting on design-assist projects.*”

Dick Miller  
Vice President  
Matt Construction

failure of the alerts at the individual stations. The VisiCAD application can then indicate this result to the dispatcher.

US Digital Designs can also add our Unit Status Indicator application to the VisiCAD system to push unit status indication to the Message Signs located in the station. Many clients find this feature beneficial for the station personnel to maintain awareness of the availability status of the station's units.

### **System shall accommodate company-based alerting via Tri Tech's Visicad®**

The Phoenix G2 system fully support company (unit)-based alerting and can also accommodate alerting stations or groups of units or stations. Station Groups are frequently used to alert all stations system-wide or in a region for administrative messages such as morning announcements or fire weather alerts.

### **D. Modes of Operation**

#### **Normal Mode--The system shall provide all the above features and installed optional features as stated in the Features section.**

The Phoenix G2 Station Alerting System will use the City's Wide Area Network for its primary alerting pathway. All standard and optional features will function with the primary pathway functioning.

#### **Fail-Safe Mode--In the event of major system component failure in one portion of the station, system shall operate in a manual mode which alerts all units in the station for all calls.**

In the event of the failure of the primary alerting path or of the touchscreen computer, the station can be alerted by a contact closure-triggered alert, or by the ringing of a telephone line connected to the ring detection input. This alert will enable lights and audio on all devices throughout the station in a backup mode.

#### **Power Fail Mode--In the event of a power failure, system shall provide audible and visual notification. System shall have battery or other system backup capable of placing system into fail-safe mode, and shall switch seamlessly between backup power and normal power operations.**

The Phoenix G2 ATX has the ability to monitor a UPS equipped with industry standard USB monitoring. The ATX will report the status of the UPS to the Communications Gateway for display to dispatchers and can trigger IO Rules for On Battery and On Line events. These triggers can cause various actions in the Station Controller including playing an alert tone and displaying text on the message signs.

# CONSTRUCTION PLAN



## CONSTRUCTION PLAN

“*Berg brings talent and resources to a project. They help us promote and build long-term client relationships.*”

Jon Severson  
President  
Millie and Severson

**a. Describe the proposed construction plan for this project, including the following, at a minimum:**

### Construction approach and methods

Bergelectric is one of the nation's top producers of fiber optic, wireless, category 6 and multi-pair network installations. Our staff is experienced with:

- Inter-and Intra-buiding Systems
- Entrance Facilities
- Horizontal/Station Cabling Infastructure
- Wireless Distribution Systems
- Telecommunications & Equipment Rooms
- Telecommunications Grounding

With Bergelectric, your cabling infrastructure will be designed and installed to the latest industry standards by skilled technicians – who know what it takes to keep your information systems delivering at optimal performance levels.

### Plan for impacts for facility operations during construction

Our proposal incorporates impacts that may be caused by facility operations on any given day. While working within a facility our construction schedule will be reviewed daily with the captain to ensure there is minimal disruption to his staff. Along with above considerations our installation methods will allow us to more our work area from one part of the facility to another to accommodate the needs of Fire Department staff.

### Plan for phasing of construction activities

Our construction schedule reflects working on multiple facilities at one time with separate crews. Three week look ahead schedules will be provided during contract duration and changed as needed to accommodate San Diego Fire Department needs to schedule one station with a higher priority to top of the list and to schedule stations around other construction projects that may be taken place within a given station.

### General plan for functional testing and start-up

Testing Methods: All testing will be in accordance with the applicable section of the specifications.

Inspection Discrepancy Procedure: Intended as an inspection system whereby all discrepancies in quality, workmanship, materials, equipment, supplies, and /or unauthorized deviations from engineering requirements on specifications can be called to the attention of responsible supervision and engineering personnel.

Discrepancies will be recorded on the Quality Control weekly report form. Each discrepancy will be recorded. A concise statement locating the description of the discrepancy will be filled in by the Quality Control Specialist.

### Proposed safety program

It is Bergelectric's policy that every employee is entitled to a safe and healthful place to work. Every reasonable effort will be made in the interest of Accident Prevention, Fire Protection, and Health Preservation.

# CONSTRUCTION PLAN



## CONSTRUCTION PLAN (cont.)

**“ Berg brings talent and resources to a project. They help us promote and build long-term client relationships. ”**

Jon Severson  
President  
Millie and Severson

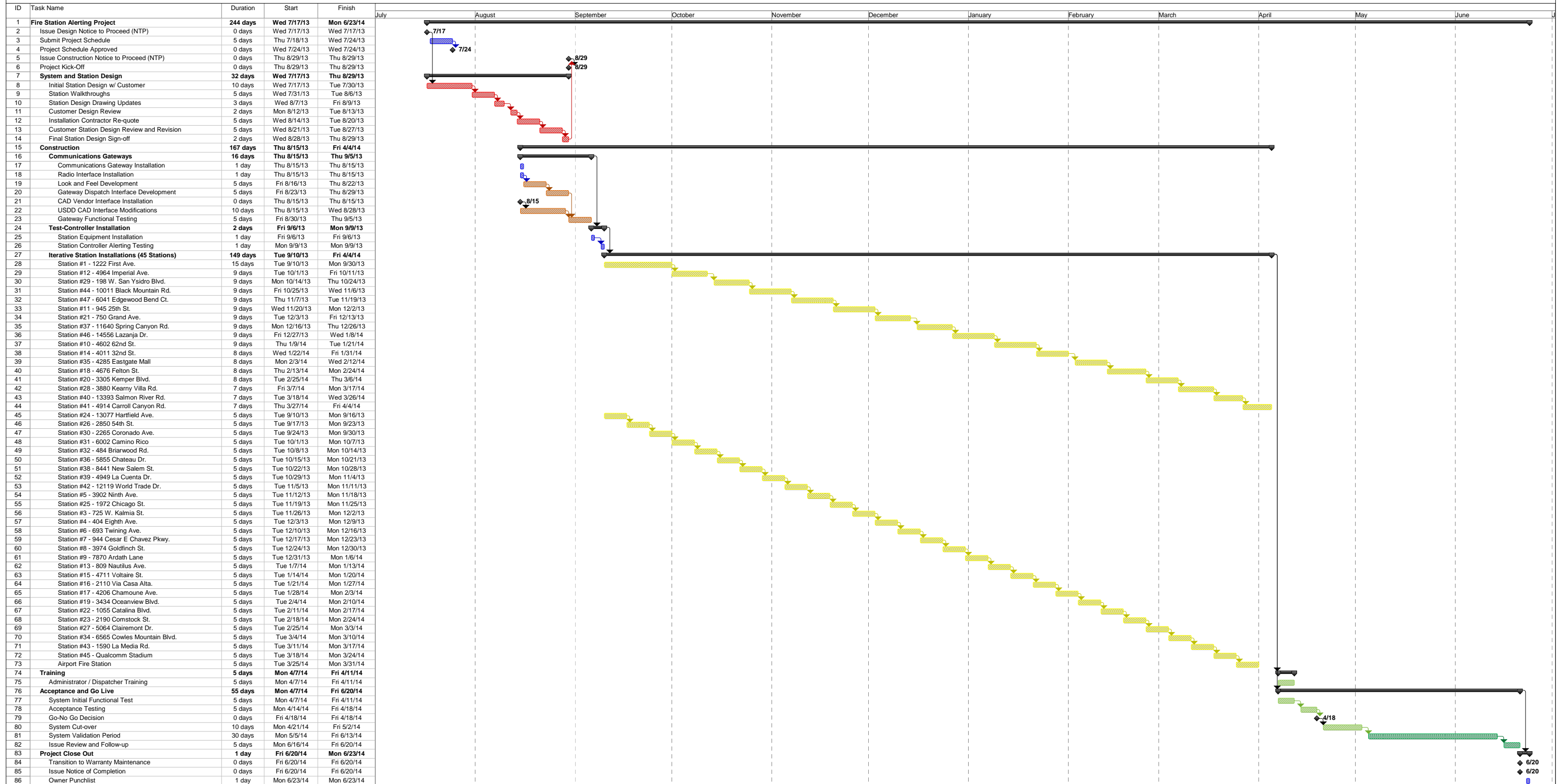
The management concept of this company is not only production and safety; it is safe production. When safe production is achieved, efficient production is attained simultaneously.

We at Bergelectric have a basic responsibility to make the safety of our employees a part of our daily concern. Therefore we feel that no employee shall ever be permitted to perform any work that they have not been trained for or properly equipped. No job is so important – nor any service so urgent – that we cannot take time to work safely.

### **Proposed emergency response plan**

Bergelectric's Service Division is available around the clock 24/7. Our highly trained Service Technicians are local and capable of quickly responding to any emergency needs.

# S.D.F.D Station Alerting Project Schedule



Project: S.D.F.D Station Alerting Proj  
 Date: Tue 5/28/13

Task	Milestone	Project Summary	External Milestone	Inactive Milestone	Manual Task	Manual Summary Rollup	Start-only	Progress	Deadline
Split	Summary	External Tasks	Inactive Task	Inactive Summary	Duration-only	Manual Summary	Finish-only	Down	

**PROPOSAL DOCUMENTS**

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Design-Builder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor under this contract. The Design-Builder shall list only one Subcontractor for each portion of the Work. The **PERCENT VALUE** of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Design-Builder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	PERCENT VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Buescher Electric Inc</u> Address: <u>157 Palm Ave</u> City: <u>Imperial Beach</u> State: <u>CA</u> Zip: <u>91932</u> Phone: <u>(858) 748-8478</u>	Constructor	Electrical	16%	ELBE, SLBE	City of San Diego	
Name: <u>US Digital Designs Inc</u> Address: <u>1835 E Sixth St #27</u> City: <u>Tempe</u> State: <u>AZ</u> Zip: <u>85281</u> Phone: <u>(877) 551-8733</u>	Designer	Station Alerting System	1%			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

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

② As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

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

**The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.**

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

Form Number: AA15`

SDFD Station Alerting Design-Build Contract

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY  
ADDITIVE/DEDUCTIVE ALTERNATE**

The Design-Builder shall list all Subcontractors described in the Design-Builder’s Base Bid whose percentage of work will increase or decrease if alternates are selected for award. Design-Builder shall also list additional Subcontractors not described in the Design-Builder’s Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement shall result in the bid being rejected as **non-responsive** and ineligible for award. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	PERCENT VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
	Name: <u>Buescher Electric Inc</u> Address: <u>157 Palm Avenue</u> City: <u>Imperial Beach</u> State: <u>CA</u> Zip: <u>91932</u> Phone: <u>(858) 748-8478</u>	Constructor	Electrical	26%	ELBE, SLBE	City of San Diego	
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

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

② As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California’s Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

**The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.**

**PROPOSAL DOCUMENTS**

**DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY**

The Design-Builder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall submit with the Bid the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, should have the name, locations (City) and the **PERCENT VALUE** of the Suppliers. The Design-Builder will be credited up to 60% of the amount to be paid to the Suppliers for such materials/supplies unless vendor manufactures or substantially alters materials/supplies in which case 100% will be credited. The Design-Builder shall indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **PERCENT VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **PERCENT VALUE** for purposes of calculating the subcontractor participation percentages, Suppliers will receive 60% credit of the listed **PERCENT VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **PERCENT VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	PERCENT VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: <u>US Digital Designs Inc</u> Address: <u>1835 E Sixth St #27</u> City: <u>Tempe</u> State: <u>AZ</u> Zip: <u>85281</u> Phone: <u>(877) 551-5733</u>	Materials	67%	Yes	Yes		
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

① As appropriate, Design-Builder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

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

② As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

**The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.**



# EXTENDED PERFORMANCE PHASE



## EXTENDED PERFORMANCE PHASE

“*Berg brings talent and resources to a project. They help us promote and build long-term client relationships.*”

Jon Severson  
President  
Millie and Severson

### Detailed explanation of warranty

See Appendix (Tab 11)

### Proposed Maintenance Plan

Furnished through long-term maintenance agreement Noted in Addendum #1 Pages 60-75

### Proposed methods of coordination with Owner's workforce

US Digital Designs will notify the City of the availability of new software updates and of new hardware designs as they become available. Specifically, USDD will notify the City of any security-related updates and will assist the City in applying these updates. US Digital Designs will maintain VPN access as the City allows and will communicate and work with the City as necessary and per the Warranty and Support Agreement.

### Proposed Operator Training Program

US Digital Designs is proposing a one day training session split into 2 classes, Dispatch Operator Training and System Administrator Training. Both of these classes will use the Fire Department's operating station alerting system and will train on the specific equipment and software features of this system. Also included in the proposal are 2 optional web-ex based training sessions, one to precede the on-site training and the other as follow-up training after system acceptance. Additional on-site training, both technical and operational can be provided at an additional cost.

# REFERENCE CHECKS



“  
*Berg brings talent and resources to a project. They help us promote and build long-term client relationships.*  
”

Jon Severson  
President  
Millie and Severson

## USDD REFERENCE CHECKS

### Reference #1

Phoenix Fire Department  
Lance Strong  
Emergency Systems Manager  
602-256-3394  
lance.a.strong@phoenix.gov

- 180+ Stations
- NorthropGrumman COBOL CAD
- Communications Gateways w/ Motorola MCC7500 Console Interface
- Data Radio and WAN communications paths with telephone backup
- Message Remotes, Message Signs, and Room Remotes in all stations
- VoiceAlert automated dispatching in 20 stations

### Reference #2

San Antonio Fire Department  
William “Vance” Mead  
Acting Chief/Communications  
210-913-5985  
vance.meade@sanantonio.gov

- 58 Stations
- TriTech VisiCAD (and custom legacy CAD – now retired)
- Harris C3 Maestro radio system control including EMS radio paging
- WAN communications path with trunking system backup
- Message sign in all stations
- Voice Alert automated dispatching in all stations and over dispatch talkgroup
- USDD provided all installation and coordination and configuration

### Reference #3

Charlotte Fire Department  
Ranjit Raju  
Technical Manager  
704-336-8974  
rraju@ci.charlotte.nc.us

- 43 Stations
- TriTech VisiCAD (transition 2012 to Intergraph)
- Master site and backup site Communications Gateways
- WAN communications path with trunking system and telephone backup
- Message Remotes, Message Signs & IO Remotes in all stations, Room Remotes in each BC dorm
- VoiceAlert automated dispatching in all stations and over dispatch talkgroup
- Integration with fire station fire alarms and door control systems
- USDD provided installation training to City staff and coordinated installations.

### Reference #4

Mesa Fire Department  
Brian Kotsur  
Deputy Chief  
480-682-7788  
brian.kotsur@mesaaz.gov

- 20 Stations
- Intergraph CAD with InterCAD interface
- WAN Communications path with Data Radio (in process) and trunking system backup
- Message Remotes, Room Remotes and Message Signs in all stations
- USDD provided installation training and support to City staff and configured each station controller

Upgraded Station Alerting Designs available to view/print at:  
<http://www.stationalerting.com/sdfd.pdf>

 **Bergelectric**

# US DIGITAL DESIGNS



## NEW SYSTEM WARRANTY

1. **Warranty.** Subject to the terms, conditions and limitations contained herein, US Digital Designs, Inc. ("USDD") warrants that the Products purchased under the Fire Station Alerting System Purchase Contract ("Contract") and integrated into the System shall not contain any material defects and shall function in material conformity with the descriptions and specifications set forth in the Contract for a period of 18 months from the date of the Contract ("Warranty Period"). Capitalized terms used herein and not specifically defined in this Warranty shall have the meanings set forth in the Contract.

2. **Hardware Defects.** If a Hardware defect arises and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the hardware defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the System for which warranty service is claimed. Customer

shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to Customer after repair or replacement. Replacement Hardware will be returned to Customer configured as it was when the Hardware was originally purchased, subject to applicable updates.

3. **System Maintenance and Support.** During the Warranty Period, USDD shall provide Software updates and maintenance for the System (collectively the "Support Services"). The Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; and
- c. Updates for all System Software, as and when released by USDD.

4. **Claims.** Prior to making a Warranty claim or requesting Support Services, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

5. **Exclusions and Limitations.** USDD's obligations under this Warranty are contingent on the Customer providing USDD with VPN access or other means for remote access to the System for remote diagnosis. USDD does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the

written permission of USDD; or (h) if any serial number has been removed or defaced. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.