

**CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089851-24-G, As-Needed
Installation, Repair, and Rental of Fences, Gates, Nets, and Barriers**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089851-24-G, As-Needed Installation, Repair, and Rental of Fences, Gates, Nets, and Barriers (Contractor).

RECITALS

On or about 10/27/2023, City issued an ITB to prospective bidders on goods and services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and services.

City wishes to retain Contractor to provide as-needed installation, repair, and rental of fences, gates, nets, and barriers as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Goods and Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, unilaterally extend this Contract for four (4) additional one (1) year period(s). The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered and delivery of Goods in accordance with this Contract in an amount not to exceed \$3,000,000.00. The total expenditure over the term of this Contract cannot exceed \$3,000,000.00 without City Council approval.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Goods and Services to be provided. Contractor will provide any Goods and Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods and Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st The Contract
- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3rd Contractor's Pricing

5.4 Counterparts. This 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.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

All Around Fencing, Inc.

CITY OF SAN DIEGO
A Municipal Corporation

Bidder

744 12TH ST

Street Address

IMPERIAL BEACH

City

619-585-1184

Telephone No.

melissaallararoundfence@gmail.com

E-Mail

BY:



Print Name: Claudia Abarca

Director

Purchasing & Contracting Department

Apr 8, 2024

Date Signed

BY:


MELISSA LAVENANT (Mar 20, 2024 10:33 PDT)

Signature of Bidder's Authorized Representative

MELISSA LAVENANT

Print Name

VICE-PRESIENT

Title

Mar 20, 2024

Date

Approved as to form this 12 day of

April, 2024.
MARA W. ELLIOTT, City Attorney

BY: 
Mark M. Imada (Apr 12, 2024 07:34 PDT)

Deputy City Attorney

**EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS**

A. BID SUBMISSION

1. Timely Bid Submittal. Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 Pre-Bid Conference. No pre-bid conference will be held for ITB.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

1.6 Contact with City Staff. Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff about this ITB from the date this ITB is issued until a contract is awarded.

2. Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Manufacturer's Price List.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved

2.10 Reserved

2.11 Reserved

3. **Bid Review.** Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

4. **Addenda.** The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

5. **Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

6. **Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 **Items Offered.** Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Bidder is responsible for verifying all prices and extensions before submitting a bid.

7.1 Modification or Withdrawal of Bid Before Bid Opening. Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Bid Modification or Withdrawal of Bid After Bid Opening. Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

9. Public Records. By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary

information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

3. Escalation. An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. BID OPENING. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that

omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

1. **Low Bid Award.** A contract will be awarded to the lowest responsible and responsive bidder.

2. **Additional Information.** The City may require bidder to provide additional written or oral information to clarify responses.

3. **Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

4. **Waiver of Defects and Technicalities.** The City may waive defects and technicalities in bids when to do so is in the City's best interests.

5. **Rejection of All Bids.** The City may reject any and all bids when to do so is in the City's best interests.

E. ANNOUNCEMENT OF AWARD

1. **Award of Contract.** The City will inform all bidders of its intent to award a Contract in writing.

2. **Obtaining Bid Results.** Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

3. **Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

F. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) 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 goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

4. Bond. A bond as described in Exhibit B.

5. Reserved.

The City may find the bidder to be non-responsive and award the Contract to the next responsible and responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

**EXHIBIT B
SCOPE OF WORK**

OBJECTIVE. The City of San Diego is actively seeking a qualified Contractor to provide a comprehensive range of goods and services related to the installation, removal, maintenance, and repair of various types of fencing and gate systems. These goods and services are essential for ensuring the security, safety, and functionality of public and municipal spaces, while maintaining the highest standards of quality and compliance. All work shall include labor, materials, tools, equipment and utility and transportation services. This includes as-needed electric parts, service and repair that may be required to install, remove, maintain and/or repair (primarily, but not limited to) security/access gates.

A. SCOPE

The scope of work encompasses a diverse array of fencing and gate components, including but not limited to the following:

Goods:

1. **Fencing Materials:** The Contractor will supply various fencing materials such as chain link fencing, coated chain link, rolled welded wire fence, privacy screening, slats, security mesh, anti-climb mesh, and other related materials.
2. **Gate Hardware:** The Contractor will provide gate hardware, including locks, latches, hinges, and access control systems, to ensure the proper functioning of gates.
3. **Accessories:** The Contractor will provide various gate accessories, such as gate handles, gate stops, and safety signage, will be supplied by the Contractor as needed.

Services:

1. **Installation Services:** The Contractor will perform the installation of fencing materials, gate hardware, and accessories, ensuring they are correctly placed and secured.
2. **Maintenance Services:** The Contractor will provide ongoing maintenance services to keep the fencing and gate systems in optimal condition. This includes repairs, adjustments, and replacements as necessary.
3. **Removal and Disposal:** When required, the Contractor will handle the removal and disposal of old or damaged fencing materials and components.
4. **Electric Parts and Services:** The Contractor will offer electric parts and services primarily focused on security and access gates, addressing electrical components, systems, and issues as they arise.

The combined goods and services offered by the Contractor will contribute to the overall security and functionality of public and municipal spaces within the city. 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", Part 2) http://www.greenbookspecs.org/	2021	ECPI010122-01

**EXHIBIT B
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A. SCOPE

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Standard Specifications for Public Works Construction ("The GREENBOOK", Part 2) http://www.greenbookspecs.org/	2021	ECPI010122-01

City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 7 (CA MUTCD Rev 7) https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files	2014	ECPD081023-07
NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/ *Electronic updates to the Standard Drawings may also be found in the link above		

Additionally, all goods supplied must meet the standards set forth by the American Society for Testing and Materials (ASTM).

B. CONTRACTOR REQUIREMENTS

1. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER.
Contractor is required to hold and maintain (DIR) registration throughout the term of the contract. Please provide the number and details in the chart below.

	Registration No.	Expiration Date	Name
DIR Registration No.	1000677502	6/30/2023	All Around Fence, Inc.
Subcontractor's DIR Registration No.	1001080469	06/30/2025	Electric Contracting & Design Solutions Inc. DBA Swift Electric
Subcontractor's DIR Registration No.	None	N/A	N/A

2. LICENSES.
To perform the work described in this solicitation, bidders must hold a current **California State Contractor's License C-13 (Fencing)**. Complete table below:

	License Number	Expiration Date	Name
State of California Contractor's License	Class: C61/D03 C13 No.: 1062834	01/31/2026	All Around Fence Inc.

Any bidder holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the bidder, in writing, of its decision prior to the bid closing. The City's decision is final.

C. CONTRACTOR RESPONSIBILITIES

1. General Service. Upon the request of an authorized Technical Representative, the Contractor shall arrange to meet with City staff to inspect the facility and determine the scope of the project. The Contractor shall submit a quote for the project within 48 hours and commence the work within 5 business days of the acceptance of the quote unless other arrangements are agreed to by the Technical Representative. All services must be approved by the Technical Representative or designee, no exceptions. Any and all changes or alterations will require written approval by the same.

1.1 Work will not be considered complete until a copy of the work authorization or invoice is signed by the Technical Representative or designee.

1.2 Contractor shall have a sufficient number of personnel, materials, transportation, and an adequate inventory of tools and equipment to perform work. Contractor shall be responsible for all on-site supervision, scheduling, receiving, storage, and placement of all materials.

2 Emergency Service. Contractor will be required to provide emergency/on call response, 24 hours per day, seven days a week. Contractor will respond within 90 minutes to all requests for emergency service and proceed with work without delay and report back to the Technical Representative or designee upon completion of work specified. Failure to respond to a service call, within the designated time, may be considered valid cause for termination of this contract. In the event that Contractor does not comply with this requirement, City reserves the right to contact an alternate for service.

Exception: Work which requires USA Dig Alert notification to mark utilities and underground lines shall be started within seventy-two to ninety-six (72-96) hours (excluding weekends/holidays).

2.1 Contractor is required to provide a 24-hour emergency phone number and names of a minimum of two (2) contact individuals within one (1) week of award of contract. Should the phone number or contact person change during the course of the contract those changes must be provided to City within 24 hours of change.

2.2 Contractor will be required to provide all traffic control and traffic control signage required during emergency operations.

2.3 Emergency call work will be considered as included in the Contract unit price per each in accordance with these Specifications and no additional compensation will be allowed.

3 SERVICE REQUIREMENTS

3.1 Debris Removal. Contractor shall be responsible for removing and legally disposing of all trash and debris from the work area by the end of each working day. At other times during the progress of work, when required, Contractor will remove all surplus materials, rubbish, and debris resulting from the work. The work area will be left in a neat, clean, and acceptable condition as approved by the Technical Representative or designee. No stockpile of debris will be allowed at the site.

Compensation for conforming to debris removal requirements will be considered included in the compensation for the item of work involved and no additional compensation for debris removal will be provided by the City.

3.2 Water. Contractor will furnish all water required for performance of this work, will make all arrangements for obtaining water with the governing water district, and will comply with all requirements set forth by the governing water district.

Compensation for conforming to water requirements will be considered included in the compensation for the item of work involved and no additional compensation for debris removal will be provided by the City.

3.3 Utilities. Underground main distribution conduits such as water, gas, sewer, electrical power, telephone, or cable television should not be affected by the work indicated in the work packages since only surface excavation is required. Contractor will assume that every property parcel will be served by a service connection for each type of utility and will protect all such service connections.

Contractor will contact UNDERGROUND SERVICE ALERT (USA) at (800)422-4133 for all subsurface excavation and will contact utility companies to mark locations if necessary.

Compensation for conforming to utility safety measures will be considered as included in the compensation for the item of work involved and no additional compensation for utility safety measures will be provided by the City.

3.4 Safety Requirements. All work under this Contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply safety standards required by the federal Occupational Safety and Health Administration (OSHA) and the State of California's Division of Occupational Safety and Health (Cal/OSHA). The Technical Representative reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Contract.

3.5 Reporting of Damages. Upon finding any hazard, damage, defect, leak, power outage, or other issue or situation that poses a threat to safety of the public or employees, or a loss of City assets (including water), the Contractor shall notify the

Technical Representative immediately. Safety problems must be reported by calling the Technical Representative during the City's normal business hours, Monday through Friday between 7:00a.m. and 4:00p.m. (City's normal business hours). If these problems are encountered outside of the City's normal business hours, Contractor shall call (provide a number) and email the Technical Representative and provide the name and address of the Contract Site and a description of the problem.

Other hazards, damages, defects, other problems or irregularities, or maintenance issues must be reported to the Technical Representative within 24 hours of discovery.

3.6 Parking Control. Parked cars may interfere with the work to be performed. Therefore, Contractor is required to post, maintain, and subsequently remove, temporary "Tow Away No Parking" signs along the streets where work is to be performed; with no less than 24 hours' notice prior to the start of said work. Contractor will furnish signs which must be pre-approved in writing by City. Contractor will fill in day and date for scheduled work. Contractor will be responsible for replacing any signs which are damaged or removed in order to maintain notice to the public. Contractor will be responsible for the removal of all temporary "Tow Away No Parking" signs upon completion of the work in posted area.

Compensation for conforming to parking control requirements will be considered as included in the compensation for the item of work involved and no additional compensation for parking control will be provided by the City.

3.7 Traffic Control. Contractor shall be responsible for providing all traffic control during new installation, maintenance and repairs of fence or gates and will conduct its operations in a manner which will minimize traffic congestion during A.M. and P.M. peak-hour traffic. This may require beginning work after the A.M. peak-hour traffic and ending work before the P.M. peak-hour traffic.

Contractor will ensure access to affected schools and commercial area at all times during project operation.

3.8 Clearing and Grubbing. Clearing and grubbing is included in unit price for replacement of existing gate and/or fencing either with or without posts. This includes removal of vines and vegetation on existing fence fabric and removal of interfering portions of trees, shrubs and other vegetation as required by Contractor to remove and replace existing fencing at original line and grade. Authorized vegetation removal is limited to 2' measured horizontally from existing fence fabric as required to replace the fence fabric. Contractor is responsible for proper disposal of all vegetation, soil or other material removed for installation of replacement fencing.

Compensation for clearing and grubbing will be considered as included in the compensation for the item of work involved and no additional compensation for clearing and grubbing will be provided by the City.

3.8.1 All tools and materials shall remain in its possession at all times and shall never be left unattended.

3.8.2 All materials, large or small, from removal operations or new construction (especially those materials that could be used to inflict

injury such as nails, wire, wood, etc.) shall be continuously cleaned up during work progress.

4. Warranty Of Work. Contractor warrants all work to be free from defects of design material and workmanship, for a period of one (1) year from date of acceptance of work. Expressly included is the warranty of compaction of existing base material or sub-grade placed under this contract.

5. Authorization To Proceed. For each project or repair, the contractor must provide a description of the project/repair along with a cost estimate to the Technical Representative or designee. The contractor shall proceed with the work after the contractor has received a Purchase Order (PO) for the project/repair, and after the Technical Representative has provided written authorization via email or fax. Issuance of a Purchase Order (PO) alone shall not be deemed authorization to start work.

6. Work Proposal and Purchase Orders. Services under this contract will be determined by the City on an as-needed basis and authorized by the issuance of purchase orders. For each repair/project, the contractor shall conduct a site visit to evaluate site conditions and needs and submit a work proposal. Contractor's work proposal for the site shall state a scope of services, specific materials for the site, a cost estimate consistent with the pricing pages, and the estimated time for completion. The scope of services shall include all work and materials reasonably anticipated as necessary for successful work completion.

The City will issue separate Purchase Orders for all work conducted pursuant to the contract resulting from this bid process. All work under each Purchase Order shall be done at the direction of the City, as generally set forth in the Specifications and as more specifically described in each Purchase Order.

7. Invoices. The Contractor shall be paid in accordance with Article III of the City's General Contract Terms and Provisions for each project or repair completed to the City's satisfaction after the work performed pursuant to that purchase order has been inspected and signed off by the Technical Representative as complete.

Billing shall be in accordance with the current purchasing contract, allowing for city-approved adjustments if any. Invoices shall be submitted to the Technical Representative or designee, to the email address, or mailing address specified on the purchase order(s).

The Contractor shall submit an invoice to the Technical Representative by the tenth of the following month in which work was performed.

All invoices shall include the following information:

- Purchase Order Number
 - Date of Invoice
 - Date of Service
 - Service Location
 - Description of Work Performed
 - Labor Cost (with hours or linear foot depending on type of service)
 - Material Cost will be paid on the actual invoice cost to the Contractor plus the percentage markup bid (see Pricing pages). Copy of receipt must be submitted with invoice.
- All materials shall be itemized for each location and shall be listed on the invoice by location.

- Total Cost

Invoices rejected by the City shall be re-issued with revised issue dates so as not to imply delinquent payment status. Duplicate invoice numbers shall not be submitted.

D. REGULAR WORKING HOURS. Regular working hours are Monday through Friday, excluding official City holidays, 7:00 a.m. to 5:00 p.m. (but not to exceed eight (8) hours in any one day).

E. CITY HOLIDAYS. City observed holidays are:

- New Year's Day
- Dr. Martin Luther King Jr.'s Birthday
- Presidents Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

F. CONTRACTOR PERSONNEL.

Uniform/Badges/Identification: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on City property.

G. TECHNICAL REPRESENTATIVE. The Technical Representative for this Contract is identified in the notice of award and on purchase orders and is responsible for overseeing and monitoring this Contract. The Technical Representative, or designee, is also responsible for oversight of all invoice payments and billing questions for Purchase Orders issued under this Contract.

The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. The bidder shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

H. ASSIGNMENT OF CONTRACT. Contractor must not assign this Contract or any right or interest hereunder, without prior written consent of the City.

I. PRICE ADJUSTMENT CLAUSE. In the event the Contractor does not request a price increase at the time of the Contract renewal, and the manufacturer(s) subsequently announces a general increase in the price of their products, the Contractor may request an increase at that time. The Contractor must provide detailed supporting documentation from the manufacturer to support the requested increase. The requested increase shall not exceed the percentage increase indicated in the "General Contract Terms and Provisions (GCTAP), Section 3.4. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request. In the event that a requested increase exceeds the GCTAP, the City reserves the right to accept or reject such request.

J. PERFORMANCE BOND. Prior to the execution of the contract, the Contractor shall be required to furnish the City of San Diego with a surety bond (see Attachment A) executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, *in a sum equal to one hundred percent (100%) of the Contract amount for the initial one (1) year term of the contract, conditional for the performance of the Contract. The surety bond shall be renewed annually in a sum equal to one hundred percent (100%) of the Contract amount at time of renewal, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.* The surety bond shall be submitted to Purchasing & Contracting within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under Contract. Failure to do so shall be cause for termination of the Contract. Refer to Article VIII of the City's General Contract Terms and Provisions, revised January 16, 2020 for additional information (See Exhibit C).

K. PRICING PAGE(S). Prices for all types of labor and materials will include all transportation, freight, handling, overhead, insurance, and any and all other related costs.

Labor Hours. Labor hours for non-electrical service/repair work shall also include an ironworker foreman with truck, labor foreman, operating engineer, and laborers, and all equipment required to perform under this Contract including compressor, portable welder, torch, and any other specialized equipment required.

Labor hours must be charged on the basis of actual time spent on the job, not on portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.

Premium hours and Special Hour rates will not be paid on non-emergency response request unless specifically authorized in writing by Technical Representative, or designee.

City's Estimated Annual Need. The estimated quantities provided by the City are not guaranteed. The listed items and quantities are provided for price comparison purposes only and may vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation. The City may purchase products listed below as well as other products related to fencing, barriers, nets, monuments, etc. not specifically listed throughout the term of this contract.

A unit price is required for all items listed. Failure to do so may result in rejection of the bid as non-responsive.

The City intends to award the contract to a single bidder.

Definitions of abbreviations in tables below: U/M = Unit of Measure; O.D. = Outside Diameter; ga = Gauge

PRICE SCHEDULE

1. LABOR.

Item No.	Description	Annual Est. Qty.	U/M	Hourly Rate	Extended Annual Cost (Annual Est. Qty. x Hourly Rate)
1.	Regular Hours Monday – Friday, excluding official City holidays. 7:00 a.m. to 5:00 p.m. Pacific Time	2,000	HR	\$ 160 /HR	\$ 320,000 /YR
2.	Premium Hours Monday – Friday, excluding official City holidays. 5:01 p.m. to 6:59 a.m. Pacific Time	400	HR	\$ 175 /HR	\$ 70,000 /YR
3.	Special Hours - Saturdays	200	HR	\$ 175 /HR	\$ 35,000 /YR
4.	Special Hours – Sundays and official City Holidays	200	HR	\$ 175 /HR	\$ 35,000 /YR
5.	Electrician/Electrical Service: Regular Hours Monday – Friday, excluding official City holidays. 7:00 a.m. to 5:00 p.m. Pacific Time	200	HR	\$ 191 /HR	\$ 38,200 /YR
6.	Electrician/Electrical Service: Premium Hours Monday – Friday, excluding official City holidays. 5:01 p.m. to 6:59 a.m. Pacific Time	100	HR	\$ 227 /HR	\$ 22,700 /YR

7.	Electrician/Electrical Service: Special Hours - Saturdays	50	HR	\$ 227 /HR	\$ 11,350 /YR
8.	Electrician/Electrical Service: Special Hours - Sundays and Holidays	50	HR	\$ 262 /HR	\$ 13,100 /YR
TOTAL SECTION 4:					\$ 545,350

1.1 Minimum Number of Hours Charged Per Job Site Visit: 4 Hours

2. REQUIRED MATERIALS.

All materials shall be itemized for each location and shall be listed on the invoice by location.

Item No.	Description	Annual Est. Qty.	U/M	Manufacturer and product number	Unit Cost	Extended Annual Cost (Annual Est. Qty. x Unit Cost)
1.	8" double wheel	5	EA	Master Halco 018332	\$ 39.00	\$ 195.00
2.	Angle Iron track 1" x 1"	30	FT	Hr Steel SA10012110	\$ 1.00	\$ 30.00
3.	Brace bands 1 5/8" through 6" with nut & bolt	1000	EA	Master Halco 01032	\$ 1.00	\$ 1,000
4.	Cement post footings	100	EA	RED-E-CRTE 007236	\$ 14.00	\$ 1,400

Item No.	Description	Annual Est. Qty.	U/M	Manufacturer and product number	Unit Cost	Extended Annual Cost (Annual Est. Qty. x Unit Cost)
5.	Chain link 3 1/2' high 9 ga green vinyl	10000	FT	Master Halco 513151	\$ 3.40	\$ 34,000
6.	Chain link 4' high 9 ga black vinyl	10000	FT	Master Halco 513162	\$ 4.00	\$ 40,000
7.	Chain link 5' high 9 ga green vinyl	500	FT	Master Halco 513171	\$ 4.80	\$ 2,400
8.	Chain link 6' high 11 ga	5000	FT	Master Halco 0055612	\$ 4.00	\$ 20,000
9.	Chain link 8' high 9 ga	5000	FT	Master Halco 055641	\$ 7.20	\$ 36,000
10.	Chain link 8' high 9 ga black vinyl	1000	FT	Master Halco 51202	\$ 5.40	\$ 5,400
11.	Drop rod locking bar 1 3/8"	20	EA	Master Halco 017217	\$ 18.00	\$ 360.00
12.	Eye tops 1 7/8" x 1 5/8"	200	EA	Builders Fence 11753	\$ 1.85	\$ 370.00
13.	Fence ties	15,000	EA	Master Halco 023583	\$ 0.10	\$ 1,500
14.	Flat washers	8000	EA	Everbuilt 804116	\$ 0.10	\$ 800.00
15.	Gate 10' w x 6' h	12	EA	Master Halco 025049	\$ 520.00	\$ 6,240

Item No.	Description	Annual Est. Qty.	U/M	Manufacturer and product number	Unit Cost	Extended Annual Cost (Annual Est. Qty. x Unit Cost)
16.	Gate fork latch	12	EA	Builders Fence 13109	\$ 4.00	\$ 48.00
17.	Gate hinges	24	EA	Master Halco 014105	\$ 10.00	\$ 240.00
18.	Hammer nails 1/4"	15000	EA	Red Head 35300	\$ 0.10	\$ 1,500
19.	Hog rings 9 ga	100	LBS	Master Halco 023602	\$ 2.85	\$ 285.00
20.	Nails 1/2" x 12"	500	EA	Grip Rite 12HG5PK	\$ 0.40	\$ 200.00
21.	Panel with bars 12' x 6'	12	EA	All Around Fence 1403	\$ 148.00	\$ 1,776
22.	Panel with bars 10' x 6'	20	EA	All Around Fence 1404	\$ 138.00	\$ 2,760
23.	Panel with bars 4' x 6'	20	EA	All Around Fence 1405	\$ 83.00	\$ 1,660
24.	Panel with bars 4' x 10'	12	EA	All Around Fence 1406	\$ 53.00	\$ 636.00
25.	Pipe 1 7/8" O.D.	1000	FT	Master Halco 030520	\$ 3.30	\$ 3,300
26.	Pipe 2 3/8" O.D.	4000	FT	Master Halco 030525	\$ 4.50	\$ 18,000
27.	Pipe 3 1/2" O.D.	150	FT	Master Halco 033072	\$ 8.10	\$ 1,215
28.	Pipe 4" O.D.	600	FT	Master Halco 033027	\$ 9.45	\$ 5,670

Item No.	Description	Annual Est. Qty.	U/M	Manufacturer and product number	Unit Cost	Extended Annual Cost (Annual Est. Qty. x Unit Cost)
29.	Pipe top rail 1/58" O.D.	6000	FT	Master Halco 030510	\$ 2.60	\$ 15,600
30.	Post caps	100	EA	Master Halco 011304	\$ 1.35	\$ 135.00
31.	Poultry Netting 6' High 150' per roll	10	RL	Fence Wire NB20-6X150M2	\$ 125.00	\$ 1,250
32.	Rail ends 1 5/8" O.D.	100	EA	Master Halco 012506	\$ 1.40	\$ 140.00
33.	Tension bands 1 5/8" through 4" with nut & bolt	250	EA	Master Halco 012506	\$ 0.90	\$ 225.00
34.	Tension bars 4'	25	EA	Master Halco 013703	\$ 2.60	\$ 65.00
35.	Tension bars 6'	25	EA	Master Halco 013705	\$ 3.15	\$ 78.75
36.	Top rail sleeves	50	EA	Master Halco 012602	\$ 1.60	\$ 80.00
37.	Track wheels	50	EA	Master halco 018422	\$ 19.00	\$ 950.00
38.	U-bolt Sign Brackets 2 7/8"	100	EA	Master Halco 018562	\$ 4.50	\$ 450.00
TOTAL SECTION 2:						\$ 205,958.75

2.1 MATERIAL CHARGE (Contractor Charge plus markup)

30 %*

For any required materials not listed above, material charge will be paid on the actual invoice cost to the Contractor plus the percentage markup bid. If the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, increases over 5% after the first one-year term of the Contract, the City may allow all required materials to be purchased under 2.1, Material Charge (Contractor Charge plus markup via an Amendment to the Contract). *Copy of receipt must be submitted with invoice to City.

3. RENTAL.

Item No.	Annual Est. Qty.	U/M	Description	Monthly Unit Cost	Months per Year	Extended Annual Cost (Annual Est. Qty. x Monthly Unit Cost x Months per Year)
1.	1500	LIN. FT.	Rental of temporary chain link fence. Cost Shall include labor cost for installation and removal.	\$ 500.00	12	\$ 6,000
TOTAL SECTION 3:						\$ 6,000

4. PERFORMANCE BOND

Item No.	Description	U/M	Unit Price	Extension
1.	Annual Bonds (Payment and Performance)	Annual	\$ 1.5%	\$ 11,359.63 /YR

TOTAL SECTION 4:	\$ 11,359.63
TOTAL SECTIONS 1, 2, 3, & 4:	\$ 768,668.38







(ITB) 10089851-24-G, As-Needed Installation, Repair, and Rental of Fences, Gates, Nets and Barriers

Final Audit Report

2024-03-20

Created:	2024-03-19
By:	Jerry Gibbs (jggibbs@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyb-bW8bnq28Gyy4_0HQD9Y03OIQwYDPp

"(ITB) 10089851-24-G, As-Needed Installation, Repair, and Rental of Fences, Gates, Nets and Barriers" History

-  Document created by Jerry Gibbs (jggibbs@sandiego.gov)
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-  Document emailed to melissaallaroundfence@gmail.com for signature
2024-03-19 - 9:37:10 PM GMT
-  Email viewed by melissaallaroundfence@gmail.com
2024-03-20 - 4:28:54 AM GMT
-  Signer melissaallaroundfence@gmail.com entered name at signing as MELISSA LAVENANT
2024-03-20 - 5:33:28 PM GMT
-  Document e-signed by MELISSA LAVENANT (melissaallaroundfence@gmail.com)
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-  Agreement completed.
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ITB# 10089851-24-G_As-Needed Installation Repair and Rental of Fences Gates Nets and Barriers

Final Audit Report

2024-04-08

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10089851-24-G_As-Needed Installation, Repair, and Rental of Fences, Gates, Nets and Barriers


Final Audit Report


2024-04-12


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 Signer mmimada@sandiego.gov entered name at signing as Mark M. Imada
2024-04-12 - 2:34:47 PM GMT

 Document e-signed by Mark M. Imada (mmimada@sandiego.gov)
Signature Date: 2024-04-12 - 2:34:49 PM GMT - Time Source: server- Signature captured from device with phone number XXXXXXX1557

 Agreement completed.
2024-04-12 - 2:34:49 PM GMT