# **City of San Diego**

### CITY CONTACT Contract Specialist: Angelica Gil Email: <u>AngelicaGil@sandiego.gov</u> Phone No.: (619) 533-3622, Fax No.: 619-533-3633 L. Cosio-Azar / A. James / cc

# **PROPOSAL DOCUMENTS**





# FOR

# **MACC TASK NUMBER: 01**

# INTELLIGENT CITIES OUTDOOR LIGHTING RETROFITS

RFP NO.:	K-18-6925-MAC-3
RFQ NO.:	K-17-6712-MAC-3
SAP NO. (WBS/IO/CC):	21003788
CLIENT DEPARTMENT:	2115
COUNCIL DISTRICT:	CITYWIDE
PROJECT TYPE:	ІН

# THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- ➢ PREVAILING WAGE RATES: STATE ∑ FEDERAL
- > APPRENTICESHIP

# **PROPOSALS DUE:**

12:00 NOON NOVEMBER 30, 2017 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C SAN DIEGO, CA 92101 ATTN: CONTRACT SPECIALIST

# **DEPUTY CITY ENGINEER**

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

10/31/17

Seal:



For City Engineer

Date

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits RFP No. K-18-6925-MAC-3

#### TABLE OF CONTENTS

# SECTION

#### PAGE NUMBER

1.	INTRODUCTION
2.	SUMMARY OF WORK
3.	COMPETITION
4.	PROPOSAL DUE DATE AND TIME
5.	ESTIMATED PROJECT COST
6.	LICENSE REQUIREMENT4
7.	CONTRACT PERIOD
8.	PREVAILING WAGES4
9.	SUBCONTRACTING PARTICIPATION PERCENTAGES4
10.	EQUAL OPPORTUNITY CONTRACTING5
11.	CONTRACTOR LICENSE AND PREQUALIFICATION STATUS
12.	SELECTION AND AWARD SCHEDULE
13.	PRE-PROPOSAL MEETING
14.	INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS
ATTACHME	NTS
A.	BRIDGING DOCUMENTS19
В.	INTENTIONALLY LEFT BLANK
С.	INTENTIONALLY LEFT BLANK
D.	PREVAILING WAGES
E.	SUPPLEMENTARY SPECIAL PROVISIONS (SSP)
	1) Appendix A – Notice of Exemption57
	2) Appendix B – Sample City Invoice60
	3) Appendix C – Location Maps63
	4) Appendix D – Adjacent Projects73
	5) Appendix E – Sample of Public Notices171
F.	INTENTIONALLY LEFT BLANK173
G.	EVALUATION AND SELECTION174
Н.	PRICE PROPOSAL FORMS179
I.	CERTIFICATIONS AND FORMS190
J.	DESIGN-BUILD AGREEMENT

# **REQUEST FOR PROPOSAL**

#### 1. INTRODUCTION

- This is the City of San Diego's (City) second step in the two-step solicitation process to acquire Design-Build services for the Intelligent Cities Outdoor Lighting Retrofits (MACC Task 1) Design-Build project.
- **1.2.** Pursuant to the City's **Request for Qualifications (RFQ) 6712**, this RFP is being issued exclusively to the previously selected firms who have each been awarded a Multiple Award Construction Contract (MACC) with the City:
  - **1.2.1.** Barnhardt-Reese Construction, Inc.
  - **1.2.2.** HMS Construction.
  - **1.2.3.** Select Electric, Inc.
  - **1.2.4.** Siemens Industry.
  - **1.2.5.** Southern Contracting Company.
- **1.3.** All MACC awardees are to submit a responsive good-faith Proposal for this Task Order. Failure to do so may result in the City's rescinding the award of the MACC contract. MACC awardees who fail to submit Proposals twice in twelve month period may have their MACC contract rescinded and be ineligible to submit future proposals.
- **1.4.** Failure to submit all requested information in accordance with the requirements of the RFP may be cause for disqualification.
- 2. SUMMARY OF WORK: This is the City solicitation process to acquire Design-Build services for a Design-Build project to Intelligent Cities Outdoor Lighting Retrofits. For additional information refer to Attachment A.
- **3. COMPETITION:** This RFP is being issued only to the shortlisted contractors pursuant to **RFQ 6712**.
- 4. PROPOSAL DUE DATE AND TIME ARE: NOVEMBER, 30, 2017 at 12:00 PM
- 5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$6,940,000**.
- **6. LICENSE REQUIREMENT**: The City has determined that the following licensing classification is required for this contract: **A**
- **7. CONTRACT PERIOD:** Project shall be completed within **160 Working Days** from the Notice to Proceed (NTP).
- 8. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.

**9. SUBCONTRACTING PARTICIPATION PERCENTAGES**: Subcontracting participation percentages apply to this contract.

#### **10. EQUAL OPPORTUNITY CONTRACTING:**

**10.1.** All Equal Opportunity Contracting (EOC) information provided by the Design-Builder and requirements set forth in the RFQ shall apply to the RFP process. The Design-Builder shall review the information, data, and documentation provided in the Design-Builder's SOQ and changes shall be clearly identified in the Proposal; otherwise the information, as previously submitted, will be deemed complete and accurate.

The **mandatory minimum subcontractor participation percentages** for this RFP are as follows:

SERVICES	SLBE	ELBE	DVBE	SUBCONTRACTING REQUIREMENT <sup>1</sup>
Design Services	6.3%	8.7%	1.6%	16.6 %
Construction Services	3.6%	4.3%	2.1%	10.0 %

- **1.** Subcontracting Requirement is the percentage of the individual contract elements i.e., Design Services or Construction Services.
- **10.2.** The Design-Builder shall submit subcontractor participation percentages that are not less than the specified subcontracting requirements:
- **10.3.** The required subcontracting percentages apply to 1st tier Subcontractors only.
- **10.4.** For the purpose of achieving the proposed subcontractor participation percentage, Allowance Proposal Items will not be included in the calculation. The Design- Builder may not substitute DVBE for SLBE/ELBE or SLBE/ELBE for DVBE. Subcontracting percentages for design and construction may not be substituted for one another.
- **10.5.** The Proposal shall be deemed non-responsive if the Subcontractor and Supplier listings submitted and enclosed with the Price Proposal fail to meet the above minimum required subcontracting participation levels.
- **10.6.** The Design-Builders' Proposals will be further evaluated for their commitment to the City's principles of equal opportunity as specified in this RFP. See Attachment "Proposal Submittal Requirements and Selection Criteria" for more information.

#### 11. CONTRACTOR LICENSE AND PREQUALIFICATION STATUS:

- **11.1.** The Design-Builder must possess a **Class "A"** California State Contractor's license.
- **11.2.** The Design-Builder must be prequalified up to the total amount proposed, including any alternates or options, at the time of submission of the proposal.

**11.3.** The Design-Builder's California State License and City of San Diego prequalification status as specified herein must be valid at time of submission.

#### 12. SELECTION AND AWARD SCHEDULE:

**12.1.** The City anticipates that the process for selecting a Design-Builder and awarding the contract will be according to the following tentative schedule. Dates are subject to change:

12.1.1. Pre-Proposal Meeting	November 8, 2017
12.1.2. Proposal Due Date	November 30, 2017
<b>12.1.3.</b> Selection and Notification	December 6, 2017
<b>12.1.4.</b> Limited Notice to Proceed	December 29, 2017

#### 13. **PRE-PROPOSAL MEETING:**

13.1. Those wishing to submit a Bid are required to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. Failure to attend the Mandatory Pre-Bid Meeting may result in the Design-Builder's Bid being deemed non-responsive. The Pre-Bid meeting is scheduled as follows:

Date:	November 8, 2017
Time	10:00 AM
Location:	1010 Second Avenue, Suite 1400 (14 <sup>th</sup> floor Large Conf. Room)
	San Diego, CA 92101

Attendance at the Pre-Submittal Meeting will be evidenced by the Bidder's representative's signature on the attendance roster. It is the responsibility of the Bidder's representative to complete and sign the attendance roster.

# Bidders may not be admitted after the specified start time of the mandatory Pre-Bid Meeting.

# INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

#### 1. PREQUALIFICATION OF CONTRACTORS AND CALIFORNIA STATE LICENSE:

- **1.1.** The Design-Builder's California State License and City of San Diego prequalification status as specified herein must be valid at time of submission. Failure to comply with these requirements may result in the proposal being deemed non responsive and ineligible for further consideration.
- **1.2.** Contractors submitting proposals 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. Proposals from contractors who have not been pre-qualified as applicable and Proposals that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award. Complete information and links to the on-line prequalification application are available at:

#### http://www.sandiego.gov/cip/bidopps/prequalification.shtml

- **1.3.** The completed application must be submitted online **no later than two (2) weeks prior to the Proposal due date**. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or <u>dstucky@sandiego.gov</u>.
- **1.4.** Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on <u>PlanetBids</u><sup>™</sup>.
- 2. ELECTRONIC FORMAT RECEIPT AND OPENING OF PROPOSALS: Proposals will be received in <u>electronic format (eBids) EXCLUSIVELY</u> at the City of San Diego's electronic bidding (eBidding) site, at: <u>http://www.sandiego.gov/cip/bidopps/index.shtml</u> and are due by the date, and time shown on the cover of this solicitation.
  - **2.1. PROPOSERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic proposal.
  - **2.2.** The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
  - **2.3.** Upon entry of their proposal, the system will ensure that all required fields are entered. **The system will not accept a proposal for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.

- 2.4. **PROPOSALS REMAIN SEALED UNTIL DUE DATE AND TIME**. eBids and eProposals are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Proposals submitted prior to the Due Date and Time are not available for review by anyone other than the submitter, who will have until the Due Date and Time to change, rescind or retrieve its proposal should they desire to do so.
- **2.5. PROPOSALS MUST BE SUBMITTED BY DUE DATE AND TIME**. Once the deadline is reached, no further submissions are accepted into the system. Once the Due Date and Time has passed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, Equal Opportunity Contracting Program (EOCP) compliance and other issues.
- **2.6. TECHNICAL PROPOSAL AND PRICE PROPOSAL ARE TO BE SEPARATE**. The proposer is to submit two separate proposal PDFs by the due date and time.

**1**. The Technical proposal, which should contain the items detailed below and in Attachment G. There is to be **NO PRICING** information within this proposal. If a Technical proposal contains pricing information, the submission may be deemed non-responsive and ineligible for further consideration, and

**2**. The Price proposal, which should detail the cost structure and include any forms as required herein.

- **2.7. RECAPITULATION OF THE WORK.** Proposals shall not contain any recapitulation of the Work. Conditional proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- **2.8. PROPOSALS MAY BE WITHDRAWN** by the Proposer prior to, but not after, the time set as Due Date and Time.
  - **2.8.1.** <u>Important Note</u>: Submission of the electronic proposal into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the proposer's submission to upload and be received by the City's eBidding system. It is the proposer's sole responsibility to ensure their proposals are received on time by the City's eBidding system. The City of San Diego is not responsible for proposals that do not arrive by the required date and time.
- **2.9.** ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. : To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed in the cover of this solicitation at least five (5) working days prior to the Proposal due date to ensure availability.

#### 3. ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT

- **3.1.** The proposer, by submitting its electronic proposal, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- **3.2.** By submitting an electronic proposal, the proposer certifies that the proposer has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its proposal, the proposer acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- **3.3.** The Proposer, by submitting their electronic proposal, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this proposal are true and correct.
- 4. **PROPOSALS ARE PUBLIC RECORDS:** Upon receipt by the City, proposals shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the proposal's General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
- **5. 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 7-6, "The Contractors Representative" in The GREENBOOK and 7-6.1 in The WHITEBOOK.
- **6.** Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.
- **7.** This RFP will 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 the Work.
- **8.** Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public shall receive prior written approval from the City.
- **9.** Design-Builders who submit a response to this RFP agree to provide the required services in accordance with the terms and conditions noted in this RFP and its attachments upon award by the City. The agreement and other terms and conditions are included in the Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- **10.** 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 may 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, such as 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.

### 11. EQUAL OPPORTUNITY CONTRACTING

- **11.1.** 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.
- **11.2.** 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.

### 11.3. Design-Builder's Work Force

- **11.3.1.** The Design-Builders shall submit with its Proposal a Work Force Report (EOC Form BB05) and prior to award of contract, the successful Design-Builder shall submit to the City's EOCP office an updated Work Force Report or an Equal Employment Opportunity (EEO) Plan.
- **11.3.2.** If under representations are noted in the Work Force Report when compared to County Labor Force Availability data, the Design-Builder shall submit an Equal Opportunity Plan. Any Equal Employment Opportunity Plan submitted shall include the elements as outlined in the EOCP Requirements included in The WHITEBOOK.
- **11.3.3.** 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

# 11.4. Nondiscrimination Ordinance (Municipal Code §§ 22.2701-22.2708)

- **11.4.1.** The Design-Builder shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of the Subcontractors and Suppliers. The Design-Builder shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design-Builder 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.
- **11.4.2.** This language shall be in contracts between the Design-Builder and any Subcontractors and Suppliers.
- **11.4.3.** As part of its Proposal, the Design-Builder shall provide to the City a list of all instances within the last 10 years where a complaint was filed or pending

against Design-Builder in a legal or administrative proceeding alleging that Design-Builder discriminated against its employees, the Subcontractors, or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. If there have not been any complaints filed or pending against Design-Builder, a written statement from the Design-Builder to confirm shall be included in the Proposal.

#### 11.5. Contractor Registration and Electronic Reporting System

**11.5.1.** Prior to the award of the Contract, the Design-Builder, Subcontractors, and Suppliers must register with the City's web-based vendor registration and bid management system, BidsOnline, hosted by PlanetBids System. For additional information go to:

http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml.

- **11.5.2.** 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
- **11.5.3.** Following the award of the Contract, the Design-Builder will be required to use the City's web-based contract compliance application for EOCP reporting purposes e.g., Weekly Certified Payroll, Monthly Employment Utilization, and Monthly Payments. Online tutorials are available at:

http://stage.prismcompliance.com/etc/vendortutorials.htm

- **11.5.4.** The City may retain progress payments if:
  - **11.5.4.1.** The non-registered Design-Builder, Subcontractors, or Suppliers fail to register,
  - **11.5.4.2.** EOCP reporting is delinquent or inadequate, or

#### 12. PRE-PROPOSAL ACTIVITIES

#### 12.1. Submission of Questions

**12.1.1.** The Director (or designee) of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Proposals submitted to the City for the acquisition, construction, and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracts 1010 Second Avenue, 14<sup>th</sup> Floor San Diego, California, 92101 Attention: Contract Specialist listed on the front cover of this RFP. OR:

To the Email address of the Contract Specialist listed on the front cover of this RFP.

- **12.1.2.** Questions received less than 14 Days prior to the Proposal due date may not be considered.
- **12.1.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- **12.1.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Design-Builder's responsibility to be informed of any Addenda that have been issued and to adjust its Proposal accordingly.

#### 12.2. Revisions to the RFP

The City, at its option, may respond to any or all questions submitted in writing via the City's eBidding web site in the form of an addendum. No other responses to questions, oral or written, shall be of any force or effect with respect to this solicitation.

Any changes to the Contract Documents through addendum are made effective as though originally issued with the Proposal. The Design-Builders shall acknowledge the receipt of Addenda at the time of Proposal submission.

#### 13. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

- **13.2.** Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/cip/</u> Plans and Specifications for this contract are also available for review in the office of Public Works Contracts.
- **13.3.** The Design-Builders shall carefully examine the Project Site, the Plans and Specifications, and other materials as described in or referenced by this RFP. The submission of a Proposal shall be conclusive evidence that the Design-Builder 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, local conditions, and as to the requirements of the Contract Documents.
- 14. CHANGES TO THE SCOPE OF WORK: Once a proposal has been accepted by the City and the award has been made, the Design-Builder shall immediately notify the City in writing of any proposed or anticipated change in the scope, contract amount, or contract time; and shall obtain the City's written consent to the change(s) prior to affecting them. In no event shall the City's consent be construed to relieve the Design-Builder from its duty to render all work and services in accordance with applicable laws and accepted industry standards
- **15. DESIGN SUBMITTALS:** The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or

failure has been identified as such in writing in the document submitted for acceptance by the Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.

- **16. BONDS AND INSURANCE:** Prior to the award of the Contract (or Task Order), the Design-Builders shall submit evidence of separate bonds and insurance as specified in Sections 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4, "WORKERS' COMPENSATION INSURANCE" of the City's standard specifications for public works constructions unless specified otherwise in the Contract Documents.
- 17. SUBMITTAL REQUIREMENTS: PROPOSALS MUST BE RECEIVED NO LATER THAN THE DUE DATE AND TIME. Proposals may be withdrawn by the Design-Builder only up to the proposal due date and time.

IMPORTANT NOTE: Submission of the electronic proposals into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure that their bids / proposals are received on time by the City's eBidding system. The City of San Diego is not responsible for bids / proposals that do not arrive by the required date and time.

- **17.1. TECHNICAL PROPOSAL REQUIREMENTS:** Technical Proposals **s**ubmitted in response to this RFP shall be in the following order and shall include:
  - Legal name of company.
  - Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
  - Year of establishment of entity.
  - If company is subsidiary of a parent company, identify the parent company.
  - Address of main office.
  - Address of San Diego satellite office if applicable.
  - Contact information for firm, including name, title, email address and telephone number.
  - Number of employees in San Diego County.
  - Applicable License(s):
  - City of San Diego Business License Number, including expiration date.
  - State Contractor's License Number including expiration date, and all classifications. Professional Engineering/Architect License Number, including expiration date.
  - Failure to provide all required information may result in the Proposal being considered non-responsive and ineligible for further consideration.
    - **17.1.1.** The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The Technical Proposal shall be limited to 50 one-sided pages (8<sup>1/2"</sup> x 11"), exclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back

cover, etc., that address the T<sup>echn</sup>ical Proposal contents; and of Equal Opportunity Contracting documentation. Font Type shall be Times New Roman in a minimum 12 Point font size, with a minimum 1" margin for text pages. A cover letter may be submitted but shall not contain any information that is a required element of the Technical Proposal. Any Technical Proposal that does not comply with these formatting standards may not be considered.

- **17.1.2.** The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in ATTACHMENT G. The contents of the Technical Proposal shall be organized consistent with the format in Attachment G.
- **17.1.3.** Design elements which deviate from the Scope of Work, City's design guidelines, or material substitutions which differ from the Approved Material List shall be highlighted in accordance with Attachment G.
- **17.1.4.** Failure to comply with this section may render the Design-Builder's submittal non-responsive and ineligible for further consideration.

#### **17.2. PRICE PROPOSAL REQUIREMENTS**

- **17.2.1.** A clearly marked, signed PDF of the Price Proposal is to be submitted in a separate PDF. This **is not** to be included with the Technical proposal. Refer to Attachment H of this RFP for any Price Proposal forms required to be used.
- **17.2.2.** The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- **17.2.3.** The lowest proposed price is not the determining factor for award of this contract. See Attachment G for the criteria by which the proposals will be evaluated.
- **17.2.4.** In the event of any discrepancies, written numbers will govern over numerical. Also, the sum of all lump sum line items, unit price line items, allowance line items and any other priced items will govern over the "Total Design-Build Proposal" line item.
- **17.2.5.** The required EOCP information such as Subcontractor and Supplier listings shall be submitted as part of the Price Proposal.

#### **18. SELECTION CRITERIA AND SCORING**

- **18.1.** An evaluation Panel comprised of representatives from the City will be established for this Project. The Panel may also include other interested parties such as additional participating agencies, representative from the community and other appropriate agencies such as the State Water Resource Control Board.
- **18.2.** Proposals will be ranked according to the selection criteria set forth in Attachment G.
- **18.3.** The Panel will review all proposals received. Interviews or presentations will be conducted as needed in accordance with Attachment G.

- **18.4.** Based upon this technical review, the Panel will rank the Design-Builders' proposals in accordance with the selection criteria set forth in Attachment G of this RFP.
- **18.5.** Once the Technical Proposals have been ranked by the Panel, the Design-Builders' price proposals will be made available to the panel and forwarded to EOCP for review and scoring of subcontractor participation. The EOCP score will then be added to the Design-Builders' cumulative scores.

#### 19. AWARD

- **19.1.** After the Technical Proposals have been evaluated, scored and ranked; the Price proposals will be factored in according to the criteria set forth in Attachment G. A Design-Builder selection will then be made.
- **19.2.** The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed nonresponsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected Design-Builder.
- **19.3.** To obtain the price Proposal results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the Proposal name and number. The Proposal tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

#### 20. ADDITIONAL POLICIES, PROCEDURES, TERMS AND CONDITIONS

- **20.1.** The Program's Selection Process is based on the policies, procedures and guidelines set forth in the City Municipal Code Chapter 2, Article 2, Division 33.
- **20.2. Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.
- **20.3.** Changes to Key Personnel and Substitution of Subcontractors. The Design-Builder shall not change or substitute any individual that is identified in its proposal as "key personnel" without the written consent of the City. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its Proposal without written consent of the City. The City's consent will not be unreasonably withheld.
- **20.4. Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which may be adjusted as mutually agreed upon by the City and the Design-Builder.
- **20.5. Submittal of "Or Equal" Items.** See 4-1.6, "Trade Names or Equals" in the SSP and as modified by the Scope of Work ATTACHMENT A.
- **20.6. Subcontract Limitations.** The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 2-3, "SUBCONTRACTS" which

requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.

- **20.7. San Diego Business Tax Certificate.** All Contractors, including 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, before the Contract can be executed.
- **20.8. City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
  - **20.8.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - **20.8.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - **20.8.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
  - **20.8.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - **20.8.5.** 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.
  - **20.8.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
  - **20.8.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 20.9. Prevailing Wage Rates Apply: Refer to Attachment D.
- **20.10. 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") <u>http://www.greenbookspecs.org/</u>	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <u>https://www.sandiego.gov/publicworks/edocref/greenbook</u>	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2016	PWPI092816-04

Title		Document Number
California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-05
CALTRANS Standard Plans <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>		PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - <u>http://www.dot.ca.gov/trafficops/camutcd/</u>		PWPIO92816-07
<b>NOTE</b> : *Available online under Engineering Documents and References at: <u>http://www.sandiego.gov/publicworks/edocref/index.shtml</u>		

# **ATTACHMENTS**

# ATTACHMENT A

#### **BRIDGING DOCUMENTS**

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

The purpose of the project is to retrofit existing Decorative Pedestrian Post Top Street Lights, Cobra Roadway Lights, Park Walkway Lights, Parking Lot Lights and Sports Lights with approved LED luminaires and City approved GE LightGrid Adaptive Control Nodes and GE LightGrid Gateways. In addition, GE CityIQ Sensor Nodes will be installed on both new and existing luminaires. The LightGrid Control Nodes, Gateways and CityIQ Sensor Nodes shall be Owner Furnished, Contractor Installed, and Commissioned. The existing pole, mast arm, and other infrastructure related to the street light shall remain in place; some additional mast arm assembly units will be required for sports lighting retrofits and pole and post top adaptors may be required at some locations. Consideration is given to color temperature for luminaires within a 35 mile radius of Mount Palomar & Mount Laguna Observatories as well as some areas on El Cajon Boulevard. Minor additional wiring may be required at locations where it is necessary to maintain the new devices manufacturer's warranty.

The work is divided into three areas:

- I. ROW (Right Of Way) City streets.
- II. Non-ROW City parks, public spaces, parking lots and walkways.
- III. Non-ROW sports lighting and walkway lighting mounted on sports poles.

GE Capital funding has been identified for this project.

#### 2. Attachments:

Attachments A-1 through A-9 are available on FileCloud:

https://filecloud.sandiego.gov/url/5coamah0fik5

The following describes the Attachments associated with the project:

**Attachment A-1**, **Map Book**, is a geographic document that indicates the locations of the proposed retrofits and their global identification.

Link to Streetlight and Gateway locations(A-1a): https://s3.amazonaws.com/evariassets/RFP1\_Mapbook.pdf

Link to Intelligent Node locations(A-1b): https://s3-us-west-2.amazonaws.com/sandiegorfpmapping/City\_IQNodes.pdf **Attachment A-2, Luminaire Attribute Table**, is a comprehensive list of the category/generic locations of the proposed retrofits along with their current configuration such as luminaire type and mounting information. Please refer to Scope of Work sections of this attachment on Contractor's Use of GIS and Data Accuracy for more information.

Link to descriptive location: https://s3.amazonaws.com/evariassets/AttributeTable.xls

**Attachment A-3, Luminaire Application Cross Reference Chart**, is a table showing the replacement luminaire to be used based on the currently installed products.

**Attachment A-4, Material List**, is a chart showing the approved materials to be used on this project.

**Attachment A-5, Paint Color / Finish Reference**, is a chart showing the approved finish colors for the project. Initial finish quantities are shown on *Attachment A-2* but must be field verified. Equipment must be ordered by Type from the material list but in the correct color.

*Attachment A-6*, Installation Milestones, The Design-Builder shall demonstrate that they can comply with the established milestones shown in this attachment.

**Attachment A-7, Commissioning.** The Design-Builder shall fully commission the GE LightGrid Control Nodes, Gateways and the CitylQ Sensor Nodes. In addition, they shall fully commission the Sports Field Lighting systems as described herein.

**Attachment A-8, Sports Lighting Layouts.** The Design-Builder shall update park sports lighting systems per the drawings in this attachment. The Attachment includes the proposed layouts for the included sports lighting renovations. These shall serve as the basis for the installation and commissioning of the sports fields. In addition, the Design-Builder shall field verify cross arm mountings and voltage for sports lighting fixture and LightGrid adaptive controls prior to ordering material.

# Attachment A-9, Pole Adapter Details.

#### General:

Submittals shall be required for all luminaires in the RFP to ensure compliance with current standards. Written City approval from the Energy & Sustainability Program Manager is required before any material is ordered.

Contractor shall confirm data including the existing voltages, wattages and locations and provide an updated inventory with City ID number, SDG&E ID number within public Right of Way, existing voltage, existing wattage, and new wattage as new luminaires are installed, as they may vary from the list indicated on *Attachment A-2*.

The information provided for existing streetlights may not be accurate. The Design-Builder shall be responsible for verifying and reporting the actual voltage, wattage and fixture type of the existing streetlight at each location.

The Design-Builder is not responsible to make repairs to the existing power supply or electrical service if there is "no voltage" in the hand-hole at the base of the pole.

The Design-Build Contractor will not be purchasing any of the GE City nodes and therefore not responsible for the warranty. The Design-Build Contractor is however responsible for the 10-year warranty for all of fixtures purchased and installed and the GE LightGrid nodes that the Design-Build Contractor purchases and installs for associated sports lighting. 10-year minimum warranty is City standard. The City is aware that the warranty for the GE CityIQ nodes is 5-years.

### SDG&E Rebates:

The Design-Builder will be required to provide, at multiple instances during the project, additional information to facilitate the acquisition of rebates from SDG&E such as an invoice indicating payment has been received from the City of San Diego and documentation of the existing fixture type and wattage prior to replacement per location.

#### Scope of Work:

The project includes the retrofit of outdoor luminaires which include: Decorative Pedestrian Post Top Street Lights, Teardrop/Pendant, Cobra style Roadway Lights, Park Walkway Lights, both post top and arm mounted, Parking Lot Lights and Sports Lights. Decorative luminaire heads are distinct from cobra head type light poles. Decorative luminaire heads have no mast arm and mount directly at the top of the existing pole.

In addition, this project includes the installation of GE LightGrid Control Nodes, Gateways and CitylQ Sensor by the contractor. The LightGrid Control Nodes, Gateways and CitylQ Sensor Nodes shall be Owner Furnished, Contractor Installed (OFCI), except for LightGrid Control Nodes on sports lighting luminaires which will be Contractor Furnished, Contractor Installed (CFCI). The OFCI items shall be available to the Design-Builder through an independently furnished warehouse location for pick up. The Contactor shall accept ownership at that location. All LightGrid Nodes, Gateways and CitylQ Nodes shall be fully commissioned by the contractor. Design-Builders shall propose (design) a solution to convert the existing post top and arm mounted luminaires with appropriate fitter adaptors to accommodate the new luminaires and their appropriate devices on the existing poles.

#### Contractor's use of City GIS (Graphic Information System):

Contractor is required to use a mobile GIS application to update data regarding the Street Lighting infrastructure. Work accomplished, as well as any obstacle to installation, will be recorded quickly and easily. Contractors are required to help the City collect accurate data reflecting the field conditions. This system has been used on street lighting projects around the country. Contractors will be issued unique usernames and passwords to log in to the system by individual editors. Edits to the data are recorded along with the logged in user.

City staff will be able to see what work is accomplished in real-time as well as any problems the contractor maybe encountering. The system will have a dropdown menu for selecting predefined categories, user fields to write customized notes and the ability to upload pictures that were taken in the field by using the built-in camera.

The City will provide all hardware, software, training, and support to use the system. Contractor will be issued mobile devices with cellular service and vehicle chargers for use in the field. Contractors are responsible to return the devices in working order with expected wear and tear. Devices not returned

cost \$200 each to replace. All contractors will attend training with the City's GIS Consultant to learn how to effectively use the mobile device. At this required meeting, the contractor will be provided the City's GIS Consultant's contact information. Contractor can call the City's GIS Consultant in the event the system is not performing as expected.

# Data Accuracy:

The City has been managing inventory of their municipal street lighting assets for many years. The data does not always reflect the current condition in the field. This can be attributed to a multitude of reasons. If the contractor finds data which deviates from the conditions in the field, contractor is expected to inform the City of these discrepancies. If the contractor finds data which does not match the conditions in the field, <u>and this results in a deviation of work to accomplish the task</u>, then contractor is expected to inform the City of these changes and <u>adjust work or skip work at that location</u>, which ever best represents the intent of the project task. Below is a table of factors which could be encountered in the field and may possibly adjust the scope of work. Contractor is required to find a new, acceptable location to install the street light and/or device. Contractor is required to update GIS data regarding the work accomplished.

Data	Example	Expected Accuracy (percentage)
Street Light Model	Cobra, Post top, Gateway	90%
Street Light Type	HPS, LPS, IND, LED	90%
Street Light Wattage	81, 100, 150, 250, 400	90%
Series Circuits	YES/NO	80%
House/Switch Circuits	YES/NO	10%
Tenon Size (Post tops and Gateways)	Grub Screws 3" Tenon, No Grub Screws 1 pc Adaptor, No Grub Screws 2 pc Adaptor, Grub Screws 4" Tenon Adaptor	10%
Pole Color	Black, Blue, Green, Ochre, Seafoam, Grey	80%

<u>Example</u>: Contractor goes to install a new LED luminaire on a post top. Upon inspection, contractor identifies that the post top is on a house/switch circuit. Contractor is required to enter information into the GIS identifying that this light is "unconvertable" (from the dropdown menu) and write the words "house circuit" into the notes (custom note field). Contractor identifies and installs the luminaire on an adjacent acceptable post top. The pole which ends up accepting the new luminaire can be within the original predefined scope or outside.

<u>Note</u>: The additional work required under this example is 1) identification of house circuit 2) entering the data into the GIS and 3) finding an acceptable alternate post top.

# San Diego Metropolitan Transit System (MTS):

Scope of work may include authorization from MTS prior to initiating work to be performed. The Design-Builder is responsible for all coordination, planning, right-of-entry, fees, and permitting with MTS. See <u>https://www.sdmts.com/business-center-permits/right-entry</u> for information. It is recommended that the Design-Builder initiate contact with MTS immediately upon NTP.

#### **Commissioning:**

Refer to *Attachment A-7*, **Commissioning**, for further information. The Design-Builder shall notify the City of proposed retrofit locations prior to being upgraded and a comprehensive deployment plan for the converting areas prior to conversion. Design deliverables include commissioning of all City IQ Sensor Nodes, LightGrid Adaptive Controls communication systems.

#### **Sports Lighting:**

Refer to **Attachment A-8, Sports Lighting Layouts**, for further information. The Attachment includes the proposed layouts for the included sports lighting renovations. These shall serve as the basis for the installation and commissioning of the sports fields.

#### **Color Temperature:**

All luminaires installed within 35 miles of the Mount Palomar and Mount Laguna Observatories shall be 3000K color temperature. In addition, the specified section of El Cajon Boulevard is also to be installed at 3000K.

#### **Reference Standards:**

Except as otherwise noted or specified, the Work shall be completed in accordance with the previously referenced standards.

#### **Bid Items:**

The following work to be performed shall include everything necessary for the Design-Builder to complete each task. These Items shall include, but are not limited to: product (unless otherwise specified), installation, installation hardware, wiring, labor, equipment, and commissioning of luminaires and devices. City will provide Owner Furnished, Contractor Installed (OFCI) CityIQ Sensor Nodes, LightGrid Adaptive Control Nodes, and LightGrid Gateway, except in Sports Field Lighting applications.

#### I. Right-of-Way (ROW) – City Streets

#### A. <u>Devices without Luminaires</u>:

# New CitylQ Sensor Node on existing LED Decorative Post Top(I.A.1). 1286 locations.

Mostly, downtown, not Balboa Park. Remove existing luminaire, install new City furnished GE CityIQ Vertical Sensor Node, Item CIQV-XX(color), on existing pole and re-install existing luminaire. Provide in the following colors (XX)/quantities:

#### a. BK: 16

- b. CB: 1111
- c. GN: 146
- d. GY: 12
- e. SG: 1

# New CityIQ Sensor Node on existing LED Gateway Post Top(I.A.2). 206 locations.

Remove both existing luminaires from post top. Install new City furnished GE CityIQ Vertical Sensor Node, Item CIQV-XX(color), on existing pole at streetside location. Install new Contractor furnished vertical support extension assembly, Item A2-VSE-XX(color) on sidewalk side. Re-install existing luminaires. Provide in the following colors(XX)/quantities:

- a. CB: 205
- b. GN: 1

# 3. <u>New CityIQ Sensor Node on existing Induction Cobra Roadway</u> <u>Luminaire(I.A.3).</u>

#### 1424 locations.

Install new City furnished GE CityIQ Horizontal Sensor Node, Item CIQH-XX(color), at existing Induction cobra style luminaire locations. Remove and re-install existing luminaire.

- a. CB: 22
- b. GY: 1402

#### 4. New LightGrid Gateway on existing pole(I.A.4).

### 158 locations.

Install new City furnished GE Lightgrid Gateway units, Item GW/M, at existing pole locations. Utilize existing pole power and connect to pole with appropriate fittings.

#### B. <u>Decorative Post Tops</u>:

# 1. <u>Retrofit existing HPS Post Top with new 4000K Luminaire and LightGrid</u> <u>Node(I.B.1).</u>

785 locations.

Remove existing luminaire and provide Type C-4-XX luminaire to match pole color and with OFCI GE LightGrid Control Node, Type AC7. Provide and install pole adaptor as required to mount new luminaire to existing pole. Provide in the following colors(XX)/quantities:

- a. CB: 94
- b. GN: 74
- c. DB: 612
- d. OC: 5

# 2. <u>Retrofit existing HPS Post Top with new 4000K Luminaire, LightGrid Node</u> and CityIQ Node(I.B.2).

#### 138 locations.

Same as B1 except also install OFCI GE CitylQ Vertical Sensor Node, Type ClQV-XX. Provide in the following colors(XX)/quantities:

- a. CB: 38
- b. GN: 100

# C. <u>Gateway</u>:

# 1. <u>Retrofit existing HPS Gateway Post Tops with new 3000K Luminaires and</u> <u>LightGrid Node(I.C.1).</u>

88 locations (196 luminaires).

Each location has two luminaires, Type A1-3-SG streetside and Type A2-3-SG sidewalk side. Provide to match pole color and with OFCI LightGrid Control Node, Type AC7, for each luminaire. Install pole adaptors as required to mount new luminaires to existing pole cross arm.

# 2. <u>Retrofit existing HPS Gateway Post Tops with new 4000K Luminaires and LightGrid Node(I.C.2).</u>

# 44 locations (88 luminaires).

Each location has two luminaires, Type A1-4-XX streetside and Type A2-4-XX sidewalk side. Provide to match pole color and with OFCI LightGrid Control Node, Type AC7, for each luminaire. Install pole adaptors as required to mount new luminaires to existing pole cross arm. Provide in the following colors(XX)/quantities:

- a. CB: 58 (29 each type)
- b. GN: 8 (4 each type)
- c. DB: 22 (11 each type)

# 3.Retrofit existing Gateway (streetside) Post Top with new 4000K<br/>Luminaires, LightGrid Node and CityIQ Node(I.C.3).

**19** locations (38 luminaries and 38 nodes).

Each location has two luminaires, Type A1-4-XX streetside and Type A2-4-XX sidewalk side. Install City furnished CitylQ Vertical Sensor Node, Type CIQV-XX, on streetside and contractor furnished A2-VSE-XX, vertical support extension on sidewalk side. Align sensors parallel to street. Provide in the following colors(XX)/quantities:

- a. CB: 30 (15 each type of luminaire and node)
- b. GN: 8 (4 each type of luminaire and node)
- D. <u>Teardrop</u>:

# 1. <u>Retrofit existing Teardrop Luminaires with new 4000K Luminaires and LightGrid Node(I.D.1).</u>

239 locations.

Remove existing luminaire and provide Type T-4-XX luminaire to match pole color and with OFCI GE LightGrid Control Node. Install pole adaptor as required to mount new luminaire to existing pole. Provide in the following colors(XX)/quantities:

- a. CB: 169
- b. DB: 54
- c. OC: 16

 <u>Retrofit existing Teardrop Luminaires with new 4000K luminaires,</u> <u>LightGrid Node and CitylQ node(I.D.2).</u>
 1 location. Same as D1 except also install OFCI GE CitylQ Vertical Sensor Node, Type CIQV-

CB.

# E. <u>Cobra 4000K with LightGrid Node</u>:

1. <u>Retrofit existing HPS Cobra Luminaire at Local Intersections with new</u> <u>Type YI-4-GY LED Luminaire and LightGrid Node(I.E.1).</u>

81 locations.

Remove existing luminaire and provide Type YI-4-GY luminaire with new GE LightGrid Control Node.

2. <u>Retrofit existing HPS Cobra Luminaire at Local Mid-Block locations with</u> <u>new Type YM-4-GY LED Luminaire and LightGrid Node(I.E.2).</u>

255 locations.

Remove existing luminaire and provide Type YM-4-GY luminaire with new GE LightGrid Control Node.

 Retrofit existing HPS Cobra Luminaire at Collector & above Intersections with new Type ZI-4-GY LED Luminaire and LightGrid Node(I.E.3).
 168 locations.

Remove existing luminaire and provide Type ZI-4-GY luminaire with new GE LightGrid Control Node.

4. <u>Retrofit existing HPS Cobra Luminaire at Collector & Above Mid-Block</u> <u>locations with new Type ZM-4-GY LED Luminaire and LightGrid</u> <u>Node(I.E.4).</u>

435 locations.

Remove existing luminaire and provide Type ZM-4-GY luminaire with new GE LightGrid Control Node.

# F. <u>Cobra 3000K with LightGrid Node</u>:

 <u>Retrofit existing HPS Cobra Luminaire at Local Intersections with new</u> <u>Type YI-3-GY LED Luminaire and LightGrid Node(I.F.1).</u> 488 locations. Remove existing luminaire and provide Type YI-3-GY luminaire with new GE

Remove existing luminaire and provide Type YI-3-GY luminaire with new GE LightGrid Control Node.

 <u>Retrofit existing HPS Cobra Luminaire at Local Mid-Block locations with</u> <u>new Type YM-3-GY LED Luminaire and LightGrid Node(I.F.2).</u> 887 locations.

Remove existing luminaire and provide Type YM-3-GY luminaire with new GE LightGrid Control Node.

 Retrofit existing HPS Cobra Luminaire at Collector & above Intersections with new Type ZI-3-GY LED Luminaire and LightGrid Node(I.F.3).
 395 locations.
 Remove existing luminaire and provide Type ZI-3-GY luminaire with new GE

Remove existing luminaire and provide Type ZI-3-GY luminaire with new GE LightGrid Control Node

4. <u>Retrofit existing HPS Cobra Luminaire at Collector & Above Mid-Block</u> <u>locations with new Type ZM-3-GY LED Luminaire and LightGrid</u> <u>Node(I.F.4).</u>

427 locations.

Remove existing luminaire and provide Type ZM-3-GY luminaire with new GE LightGrid Control Node.

# G. <u>Cobra 4000K with LightGrid & CityIQ Node</u>:

1. <u>Retrofit existing HPS Cobra Luminaire at Local Intersections with new</u> <u>Type YI-4-GY LED Luminaire, LightGrid Node and CityIQ Node, Type CIQH-</u> <u>GY(I.G.1).</u>

6 locations.

Remove existing luminaire and provide Type YI-4-GY luminaire with new GE LightGrid Control Node and Gray CityIQ Sensor Node.

# 2. <u>Retrofit existing HPS Cobra Luminaire at Local Mid-Block locations with</u> <u>new Type YM-4-GY LED Luminaire, LightGrid Node and CityIQ Node, Type</u> <u>CIQH-GY(I.G.2).</u>

**8** locations.

Remove existing luminaire and provide Type YM-4-GY luminaire with new GE LightGrid Control Node and Gray CitylQ Sensor Node.

# 3. <u>Retrofit existing HPS Cobra Luminaire at Collector & above Intersections</u> <u>with new Type ZI-4-GY LED Luminaire, LightGrid Node and CitylQ Node,</u> <u>Type ClQH-GY(I.G.3).</u>

15 locations.

Remove existing luminaire and provide Type ZI-4-GY luminaire with new GE LightGrid Control Node and Gray CitylQ Sensor Node.

4. <u>Retrofit existing HPS Cobra Luminaire at Collector & Above Mid-Block</u> <u>locations with new Type ZM-4-GY LED Luminaire, LightGrid Node and</u> <u>CityIQ Node, Type CIQH-GY(I.G.4).</u>

19 locations.

Remove existing luminaire and provide Type ZM-4-GY luminaire with new GE LightGrid Control Node and Gray CitylQ Sensor Node.

### H. <u>Rectangular 4000K luminaire with LightGrid & CityIQ Node (shoebox</u> <u>replacement)</u>:

# 1. <u>Retrofit existing Rectangular (shoebox) Luminaire with new Type R-4-XX</u> <u>LED Luminaire, GE LightGrid Control Node and CityIQ Node, Type CIQH-</u> <u>XX(I.H.1).</u>

45 locations.

Remove existing luminaire and provide Type R-4-XX luminaire with new GE LightGrid Control Node and CitylQ Sensor Node. Provide in the following colors(XX)/quantities:

- a. CB: 2
- b. DB: 30
- c. GY: 13

### I. <u>Rectangular 4000K luminaire with LightGrid (shoebox replacement)</u>:

# <u>Retrofit existing Rectangular (shoebox) Luminaire with new Type R-4-XX</u> <u>LED Luminaire and GE LightGrid Control Node(I.I.1).</u> 77 locations.

Remove existing luminaire and provide Type R-4-XX luminaire with new GE LightGrid Control Node. Provide in the following colors(XX)/quantities:

- a. CB: 24
- b. DB: 43
- c. GY: 10

#### J. <u>Cobra 3000K with LightGrid & CityIQ Node</u>:

 <u>Retrofit existing HPS Cobra Luminaire at Local Mid-Block locations with</u> <u>new Type YM-3-GY LED Luminaire, LightGrid Node and CitylQ Node(I.J.1).</u> 2 locations.

Remove existing luminaire and provide Type YM-3-GY luminaire with new GE LightGrid Control Node and Gray CitylQ Sensor Node.

# 2. <u>Retrofit existing HPS Cobra Luminaire at Collector & above Intersections</u> with new Type ZI-3-GY LED Luminaire, LightGrid Node and CityIQ <u>Node(I.J.2).</u>

16 locations.

Remove existing luminaire and provide Type ZI-3-GY luminaire with new GE LightGrid Control Node and Gray CitylQ Sensor Node.

# 3. <u>Retrofit existing HPS Cobra Luminaire at Collector & Above Mid-Block</u> <u>locations with new Type ZM-3-GY LED Luminaire, LightGrid Node and</u> <u>CityIQ Node(I.J.3).</u>

**15** locations.

Remove existing luminaire and provide Type ZM-3-GY luminaire with new GE LightGrid Control Node and Gray CitylQ Sensor Node.

# K. <u>Post Top Adaptors</u>:

#### 1. Post Top Adaptors(I.K.1).

#### **168** units.

Provide a per unit price (material only) for post top adaptors based on this unit count. Quantity may be adjusted up or down depending on field conditions. Provide PTA-XX in the following colors/quantities:

- a. CB: 30
- b. GN: 36
- c. GY: 101
- d. OC: 1
- e. SG: 40

### II. Non-ROW - City Parks, Public Spaces, Parking Lots and Walkways

### A. <u>Parking Lots:</u>

There are 43 parking lot luminaires to be replaced. Refer to *Attachment A-2* for locations. The appropriate replacement is based on pole height.

# 1. <u>Retrofit existing HPS Parking Lot Luminaire at standard height (25' or</u> <u>less) with new LED alternate, rectangular style luminaire and LightGrid</u> <u>Node(II.A.1).</u>

17 luminaires.

Remove existing luminaire and provide Type PR-P1-DB with new OFCI GE LightGrid Control Node, Type AC7.

# 2. <u>Retrofit existing HPS Parking Lot Luminaire at above standard height (26'</u> or more) with new LED alternate, rectangular style luminaire and LightGrid Node(II.A.2).

**26** luminaires.

Remove existing luminaire and provide Type PR-P2-DB rectangular luminaire with new OFCI GE LightGrid Control Node.

# B. <u>Walkways:</u>

# 1. <u>Retrofit existing HPS Walkway Post Tops with new Luminaire and</u> <u>LightGrid Node(II.B.1).</u>

#### 111 locations.

Remove existing luminaire and provide Type PR-W1-DB luminaire to match pole color and with new OFCI GE LightGrid Control Node. Provide pole adaptor PTA as required to mount new luminaire to existing pole.

# 2. <u>Retrofit existing HPS Walkway Post Tops with new Luminaire and</u> <u>LightGrid Node-Park de la Cruz(II.B.2).</u>

#### 24 locations.

Remove existing luminaire and provide Type PR-W1A-GN luminaire to match pole color and with new OFCI GE LightGrid Control Node. Provide pole adaptor PTA as required to mount new luminaire to existing pole.

# <u>Retrofit existing HPS Walkway Rectangular Luminaire with new</u> <u>Luminaire and LightGrid Node(II.B.3).</u> 224 locations.

Remove existing luminaire and provide Type PR-W2-DB luminaire with new OFCI GE LightGrid Control Node.

# C. <u>Accessories:</u>

# 1. Post Top Adaptors (PTA-XX)(II.C.1).

**46** units.

Provide a per unit price (material only) for post top adaptors based on this unit count. Quantity to be adjusted up or down depending on field conditions. Provide PTA-XX in the following colors/quantities:

- a. GN: 24
- b. DB: 22

# Pole Adaptors for Rectangular Luminaires, Single-Mount PA1-DB(II.C.2). 20 units.

Provide a per unit price for pole adaptors based on this unit count. Quantity to be adjusted up or down depending on field conditions. Single and dual adaptors may be required.

# Pole Adaptors for Rectangular Luminaires, Double-Mount PA2-DB(II.C.3). 25 units.

Provide a per unit price for pole adaptors based on this unit count. Quantity may be adjusted up or down depending on field conditions. Single and dual adaptors may be required.

# III. Non-ROW – Sports Lighting

Two Community Parks have been identified for retrofits. <u>Park de la Cruz</u> at 3901 Landis Street, San Diego, California 92105 and <u>Willie Henderson Park</u> at 1035 South 45<sup>th</sup> Street, San Diego, California 92113. Design deliverables include mast arm assessment, pole heights above 25' if not identified by the City. Design deliverables include commissioning of all LightGrid Adaptive Controls communication systems.

All electrical distribution to sports lighting poles to remain in place. Provide new wiring within pole as required to accomplish retrofit. Existing time clocks and controls shall be disabled. Allow power to the poles to remain on at all times so control can be accomplished by the LightGrid System Nodes being installed at each luminaire.

Contractor to provide LightGrid Control Nodes for all sports lighting luminaires.

Provide retrofit based on luminaires and accessories shown in this document. Manufacturer to provide proposed design with aiming points, Refer to *Attachment A-8*. Contractor to provide aiming and commissioning per *Attachment A-7*.

# A. <u>Park de la Cruz</u>:

Current sports configuration is 40 shoebox style sports lighters on 8 poles. Individual luminaire arms are welded to poles and will need to be removed. Cut off arms close to pole and provide caps to make watertight. Provide smooth finished edge. Prime and paint repair to match pole. Install new support cross arms for new luminaires. Include new wiring within pole from base of pole to luminaires. Provide weathertight access to pole for wiring to new crossarms.

# 1. <u>Retrofit existing Sports Field Luminaires one-for-one with new LED</u> <u>Sports Luminaires and LightGrid Node(III.A.1)</u>

40 luminaires.

Remove existing luminaire and provide new Type PR-S1-GY luminaire with new CFCI GE LightGrid Control Node #AC7.

# 2. <u>Retrofit existing Basketball Court Luminaires one-for-one with new LED</u> <u>Sports Luminaires and LightGrid Node(III.A.2).</u>

16 luminaires.

Remove existing luminaire and provide new Type PR-S3-DB luminaire with new CFCI GE LightGrid Control Node #AC7.

# 3. Sports Field Cross Arm, Type PR-S-ARM-8(III.A.3).

**16** units with 4 luminaires on each. Provide new field sports cross arms to mount new LED sports luminaires per requirements shown in *Attachment A-8*.

# 4. <u>Wiring and Connections(III.A.4).</u>

Provide all wiring and connections for a complete and operable system.

# 5. Commissioning(III.A.5).

Provide commissioning of complete system per Attachment A-7.

**B.** <u>Willie Henderson Park.</u> Current field sports lighting configuration is 84 sports lighter style luminaires on 11 poles mounted on 24 cross arms. Provide new LED sports lights on existing cross arms. Re-wire poles and cross arms as necessary.

There are walkway lights mounted on the back side of the existing sports lighter poles. Provide park walkway rectangular luminaires to replace these.

Also required is to replace existing basketball court lighting system. Current configuration is 8 poles with 2 luminaires on each. Replace existing luminaires and re-aim. Provide design to demonstrate compliance with City Park Requirements for Basketball Courts. If resulting design does not meet City requirements, consult with City Program Manager for solution.

Additional walkway lights are scattered throughout the park including pathways, park perimeter and playground areas. Replace each of these existing luminaires with new luminaires and LightGrid Node. This work is covered under section II.  <u>Retrofit existing Sports Field Luminaires one-for-one with new LED</u> <u>Sports Luminaires and LightGrid Node(III.B.1).</u>
 84 luminaires.
 Remove existing luminaire and provide new Type PR-S2-GX luminaire with new

Remove existing luminaire and provide new Type PR-S2-GY luminaire with new CFCI GE LightGrid Control Node #AC7.

2. <u>Retrofit existing Basketball Court Luminaires one-for-one with new LED</u> <u>Sports Luminaires and LightGrid Node(III.B.2).</u>

16 luminaires.

Remove existing luminaire and provide new Type PR-S3-DB luminaire with new CFCI GE LightGrid Control Node #AC7.

Walkway Luminaires on Sports Poles(III.B.3).
 Approx. 9 luminaires.

Remove existing luminaire and provide new Type PR-W1-DB with new CFCI GE LightGrid Control Node #AC7. Reconnect to existing non- sports lighting circuit. Disable existing controls to allow power to remain on to luminaire.

# 4. Wiring and Connections(III.B.4).

Provide all wiring and connections for a complete and operable system.

# 5. Commissioning(III.B.5).

Provide commissioning of complete system per Attachment A-7.

# ATTACHMENT B

# INTENTIONALLY LEFT BLANK

# ATTACHMENT C

# INTENTIONALLY LEFT BLANK

# ATTACHMENT D

# **PREVAILING WAGES**

#### ATTACHMENT D

#### PREVAILING WAGES

- 1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
  - **1.1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
    - **1.1.1.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <u>http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</u>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
    - **1.1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
  - **1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- **1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
  - **1.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- **1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- **1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.
- **1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- **1.7.** Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- **1.8.** Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

- **1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.
  - **1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

# ATTACHMENT E

# SUPPLEMENTARY SPECIAL PROVISIONS

# SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1. The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
  - a) General Provisions (A) for all Contracts.
  - b) General Provisions (C) for Design-Build Contracts.

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

**1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

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

#### SECTION 2 - SCOPE AND CONTROL OF WORK

- **2-3.2** Self Performance. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall perform, with your own organization, Contract Work amounting to at least **55%** of the base Bid **AND 55%** of any alternates.
- ADD:
- **2-10 AUTHORITY OF THE BOARD AND THE ENGINEER.** To the "GREENBOOK", Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress or sequence of work; requests for information (RFI), and interpretation of the Plans, Specifications, or other Contract Documents. This shall be precedent to any payment under the Contract. The Engineer shall be the single point of contact and shall be included in all communications.

#### **2-14.3 Coordination.** To the "WHITEBOOK", ADD the following:

- Other adjacent City projects are scheduled for construction for the same time period in the vicinity. See **Appendix "F"** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
  - a) Sewer and Water Group 701; Sheila Bose, Senior Civil Engineer; 619-533-4698.
  - b) District 3 Block 3-HH UUD; Jie Xiao, Project Manager; 619-533-5496.
  - c) Water and Sewer Group 954; Casey Crown, Project Manager; 619-533-5485.
  - d) Water Group 952; Casey Crown, Project Manager; 619-533-5485.
  - e) Sewer Lateral Rehab J-2; Maryam Liaghat, Project Manager; 619-533-5192.
  - f) Maple Canyon Storm Drain; Elham Lotfi, Project Manager; 619-533-5493.
  - g) 36<sup>th</sup> Street and El Cajon Boulevard Traffic Signal; Jie Xio, Project Manager; 619-533-5496.
  - h) Water Group 969; Ikhlass Shamoun, Project Manager; 619-533-4619.
  - i) City Street Lights GF Group 15; Jie Xiao, Project Manager; 619-533-5496.
  - j) AC Water and Sewer Group 1014; Regan Owen, Project Manager; 619-533-5205.
  - k) Remaining Small Diameter CI Water Phase 1; Alice Altes, Project Manager; 619-533-4105.
  - l) Priority Sewer Main Replacement Group 16; Sheila Bose, Senior Civil Engineer; 619-533-4698.
  - m) University Avenue Pipeline Replacement; Mike Bajoua, Project Manager; 619-533-4628.
  - n) Upas Street Pipeline Replacement; Alice Altes, Project Manager; 619-533-4105.
  - o) Pacific Beach Pipeline South; Roberto Vejar-Parra, Project Manager; 619-533-5402.
- **2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the "WHITEBOOK", item 1, DELETE in its entirety.

#### **SECTION 3 – CHANGES IN WORK**

**3-5.1 Claims.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

#### 3-5.1 Claims.

- 1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.
- 2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
- 3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
- 4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
- 5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

#### 3-5.1.1 Initiation of Claim.

- 1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
- 2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

#### 3-5.1.1.1 Claim Certification Submittal.

- 1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
  - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
  - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.

- c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
- d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

# 3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

# 3-5.1.3 Settlement Meeting.

 If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

# 3-5.1.7 City's Final Determination.

- 1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
- If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
- 3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

#### 3-5.1.8 Mandatory Assistance.

- 1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:
  - a) Providing professional consultations.
  - b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

#### **3-5.1.8.1 Compensation for Mandatory Assistance.**

- 1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.8, "Mandatory Assistance" as Extra Work.
- 2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
- 3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your

failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.

- 4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.
- **3-5.2.3 Selection of Mediator.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
  - 2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
  - 3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
  - 4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
    - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
    - b) A preference for available dates.
    - c) Appropriate fees.
  - 5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.
- **3-5.3 Forum of Litigation.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

# SECTION 4 - CONTROL OF MATERIALS

- **4-1.3.6 Preapproved Materials.** To the "WHITEBOOK", ADD the following:
  - 3. You shall submit in writing a list of all products to be incorporated in the Work that are on the Approved Material List (AML).
- **4-1.6 Trade Names or Equals.** To the "WHITEBOOK", ADD the following:

No substitutions will be accepted for this project.

#### SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

#### **6-2.1 Moratoriums.** To the "WHITEBOOK", ADD the following:

- 3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:
  - a) Lights including and enclosed by Cedar Street on the north, 12<sup>th</sup> Avenue on the east, Harbor Drive on the south, and North Harbor Drive on the west, from Thanksgiving Day to New Year's Day (inclusive).
  - b) Lights including and enclosed by streets surrounding Fashion Valley Center, Mission Valley Center, University Town Centre, downtown La Jolla and other major community retail shopping areas within the City of San Diego, from Thanksgiving Day to New Year's Day (inclusive).
  - c) Lights including and enclosed by the communities of Ocean Beach, Mission Beach, Pacific Beach, and La Jolla, from Memorial Day to Labor Day (inclusive).

#### ADD:

#### 6-3.2.1.1 Environmental Document.

- The City of San Diego has prepared a Notice of Exemption for the Intelligent Cities Outdoor Lighting Project as referenced in the Contract Appendix. You shall comply with all requirements of the Notice of Exemption as set forth in Appendix A.
- 2. Compliance with the City's environmental document shall be included in the Contract Price.

#### SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

**7-3 INSURANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

#### 7-3 INSURANCE.

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

#### 7-3.1 Policies and Procedures.

1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
- 4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
- 5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

#### 7-3.2 Types of Insurance.

#### 7-3.2.1 Commercial General Liability Insurance.

- 1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
- 2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
- 3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

# 7-3.2.3 Contractors Pollution Liability Insurance.

- 1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
- 2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
- 3. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.
- 4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
- 5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract

Time, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

6. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

# 7-3.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.

- 1. You shall provide at your expense or require your Subcontractor to provide, as described below, Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
- 2. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you shall be approved separately in writing by the City.
- 3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
- 4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this Contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.
- 5. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

- **7-3.2.6 Railroad Protective Liability Insurance.** Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross shall be deleted from all policies to which they may apply. Alternatively, you may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.
- **7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- **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 shall 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 shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

# 7-3.5 Policy Endorsements.

#### 7-3.5.1 Commercial General Liability Insurance.

#### 7-3.5.1.1 Additional Insured.

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

- c) your Work, e.g., your completed operations performed by you or on your behalf, or
- d) premises owned, leased, controlled, or used by you.
- 4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products, or
  - c) premises owned, leased, controlled, or used by you.
- **7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents shall be in excess of your insurance and shall not contribute to it.
- **7-3.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit that will provide 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 shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

# 7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

# 7-3.5.3.1 Additional Insured.

- 1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to 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.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, agents, and representatives elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

- 2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.
- **7-3.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees of your insurance and shall not contribute to it.
- **7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

# 7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

#### 7-3.5.4.1 Additional Insured.

- 1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to 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.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, agents, and representatives elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

- 2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.
- **7-3.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees of the selected officials, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- **7-3.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- **7-3.6** Deductibles and Self-Insured Retentions. You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **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 shall 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 shall 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., <u>Design-Build</u>, preparation of engineered Traffic Control Plans (TCP), and etc) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.
- 2. You shall ensure the following:
  - a) The policy retroactive date is on or before the date of commencement of the Project.
  - 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 shall:
  - 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 NOT USED.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

#### 7-4 WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE.

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

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

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

- 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.
- **7-4.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

#### ADD:

- **7-6 THE CONTRACTORS REPRESENTATIVE.** To the "GREENBOOK", ADD the following:
  - 1. Both the representative and alternative representative shall be employees of the Contractor and shall not be assigned to a Subcontractor unless otherwise approved by the City in writing.
- **7-20 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", ADD the following:
  - 2. Virtual Project Manager shall be used on this Contract.
- **7-21.1 General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
  - 3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

- **7-21.6 Special Project Conditions.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. When removal of sediments and debris from channels and storm drains are required, you shall make a preliminary estimate of the materials that can be diverted to beneficial use. Receipts from disposal, re-use, and recycling options shall indicate that 65% of materials are diverted.

#### **SECTION 9 - MEASUREMENT AND PAYMENT**

**9-3.1 General.** To the "WHITEBOOK" ADD the following:

Review **Attachment A** for Bid Items with this pay reference.

**9-3.2 Partial and Final Payment.** To the "GREENBOOK", paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by you and approved by the City. Documentation for an escrow payment shall have an escrow agreement signed by you, the City, and the escrow agent. From each progress payment, no less than 5% will be deducted and deposited by the City into the escrow account. Upon completion of the Contract, the City will notify the Escrow agent in writing to release the funds to you. Only the designated representative of the City shall sign the request for the release of Escrow funds.

ADD:

- **9-3.7 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK" ADD the following:
  - 5. This Contract **is not** subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

#### EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

**4.1 Nondiscrimination in Contracting Ordinance.** To the "WHITEBOOK", subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers.

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

# SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

# APPENDIX A

# NOTICE OF EXEMPTION

#### NOTICE OF EXEMPTION

(Check one or both)

TO: <u>X</u> RECORDER/COUNTY CLERK

Ernest J Dronenburg, Jr. Recorder County Clerk

17 2017

P.O. Box 1750, MS A-33 1600 PACIFIC HWY, ROOM 260 SAN DIEGO, CA 92101-2422 FROM: CITY OF SAN DIEGO BY

PLANNING DEPARTMENT 1010 SECOND AVENUE, EAST TOWER SUITE 1200, MS 413 SAN DIEGO, CA 92101

OFFICE OF PLANNING AND RESEARCH 1400 TENTH STREET, ROOM 121 SACRAMENTO, CA 95814

PROJECT/WBS NO.: S-17011

PROJECT TITLE: Intelligent Cities Outdoor Lighting Project

PROJECT LOCATION-SPECIFIC: Citywide (all Council Districts). All work confined to the existing public right-of-way.

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

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT: The proposed project will replace and retrofit approximately 14,000 existing 250–400 watt High–Pressure Sodium (HPS) decorative pedestrian Post Top street lights, Cobra roadway lights, park lights, parking lot lights, and sports lights with City approved General Electric light–emitting–diode (LED) light fixtures equipped with City approved standard adaptive control systems and sensor pods. Benefits of this retrofit include a 60% reduction in power consumption, a reduction in backlight, uplight, and glare (BUG) by 90%, and a reduction in related greenhouse gas emissions, thereby reducing harmful effects on nocturnal wildlife. Adaptive controls reduce environmental impacts by providing the ability to dim the lights on fixtures remotely, based on need or situation. The area of conversion for broad spectrum outdoor LED lighting of 4000 Kelvin color temperature lighting is outside the 30 miles distance from local observatories will be 3000 Kelvin color temperature. Existing poles, mast arms and other infrastructure related to the light shall remain in place.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego Environmental Services Department, Contact: Lorie Cosio Azar, Program Manager 9601 Ridgehaven Court, Suite 120, San Diego, CA 92123

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL
- () DECLARED EMERGENCY
- () EMERGENCY PROJECT
- (X) CATEGORICAL EXEMPTION: 15302(C) [Replacement OR Reconstruction]
- () STATUTORY EXEMPTIONS

<u>REASONS WHY PROJECT IS EXEMPT</u>: The City of San Diego conducted an environmental review and has determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15302(c) [Replacement OR Reconstruction], which allows for the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity; and where the exceptions listed in Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: Susan Morrison, Associate Planner

TELEPHONE: 619-533-6492

Revised April 13, 2017 JA

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix A – Notice of Exemption IF FILEW APPLICANT:

1. TTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.

LAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
YES () NO

Mall.

MYRA HERMANN, SENIOR PLANNER

<u>April 13, 2017</u> Date

CHECK O: (X) SIGN BY LEAD AGENCY () SIGN BY APPLICANT

DATE RECEIVED FOR FILING AT OPR:

# FILED IN THE OFFICE OF THE COUNTY CLERK

San Diego County on	
Posted ADD 4 7 . 0047	Removed
Returned to adency on	
My April	

Revised April 13, 20017 JA

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix A – Notice of Exemption

# **APPENDIX B**

# SAMPLE CITY INVOICE

#### City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

#### Contractor's Name:

Contractor's Address:

Contractor's Phone #: Contractor's fax #: Contact Name:

Invoice No. Invoice Date:

Billing Period: ( To )

em #	Item Description		Contract		Previo	ous Totals	To Date		his Estima	ite	Totals to Date				
	•	Unit	Price	Qty		Extension	%/QTY	An	nount	% / QTY		ount	% / QTY		mount
1					\$	-		\$	-		\$	-	0.00	\$	-
2					\$	-		\$	-		\$	-	0.00%	\$	-
3					\$	-		\$	-		\$	-	0.00%	\$	-
4					\$	-		\$	-		\$	-	0.00%	\$	-
5					\$	-		\$	-		\$	-	0.00%	\$	-
6					\$	-	ļ	\$	-		\$	-	0.00%	\$	-
7					\$	-	ļ	\$	-		\$	-	0.00%	\$	-
8					\$	-	ļ	\$	-		\$	-	0.00%	\$	-
5					\$	-	ļ	\$	-		\$	-	0.00%	\$	-
6					\$	-		\$	-		\$	-	0.00%	\$	-
/					\$	-		\$	-		\$	-	0.00%	\$	-
8					\$	-		\$	-		\$	-	0.00%	\$	-
9					\$	-		\$	-		\$	-	0.00%	\$	-
10					\$	-		\$	-		\$	-	0.00%	\$	-
11 12					\$ \$	-		\$ \$	-		\$ \$	-	0.00%	\$ \$	-
12					\$ \$	-		⇒ \$			ծ \$	-	0.00%	\$ \$	-
13					⊅ \$	-		\$ \$			\$ \$	-	0.00%	э \$	
14					۰ \$			\$	-		\$		0.00%	\$	-
16					\$			\$			\$		0.00%	\$	
-	Field Orders				\$	_		\$	-		\$	-	0.00%	\$	-
.,					\$	-		\$	-		\$	-	0.00%	\$	-
	CHANGE ORDER No.				\$	-		\$	-		\$	-	0.00%	\$	-
Ī					\$	-		\$	-		\$	-	0.00%	\$	-
ľ	Total Authorized Amo	ount (inclu	ding approved Char	ge Order)	\$	-		\$	-		\$	-	Total Billed	\$	-
L	SUMMARY	· ·	5 11	<u> </u>			ш			ш і			1		
	A. Original Contract Amount		\$ -	I	certify	that the materi	als	ו  7	Retention	and/or E	Scrow P	avment S	chedule		
	B. Approved Change Order #00 Thru #0	0	\$ -		have been received by me in Total Retention Required as of this billing (Item E)									\$0.00	
	C. Total Authorized Amount (A+B)				the quality and quantity specified Previous Retention Withheld in PO or in Escrow									\$0.0	
	D. Total Billed to Date		\$ -	-	·			Add'I Amt to Withhold in PO/Transfer in Escrow:							\$0.00
	Less Total Retention (5% of D ) \$ -				Resident Engineer Amt to Release to Contractor from PO/Escrow:										
	F. Less Total Previous Payments		\$ -			-									
	G. Payment Due Less Retention		\$0.00		Const	ruction Enginee	r								
H. Remaining Authorized Amount \$0.00					Contractor Signature and Date:										

# Sample Project Spend Curve

#### Sample Date Entries Required

Incremental Curve Value	0.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%		6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%
Duration % Increment	0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%	95%	100%

#### Sample Screenshot from Primavera P6



**APPENDIX C** 

# LOCATION MAPS





MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix C – Location Maps







Appendix C – Location Maps









Appendix C – Location Maps
# APPENDIX D

# ADJACENT PROJECTS



THIS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND. EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY VAID FITNESS FOR A PARTICULAR PURPOSE. Note: This produce thay contain information from the SANDAG Regional information System which cannot be reproduced without the written permission of SANDAG. This product may contain information permission granted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects

B00039 (W)



# SUNSET CLIFFS BOULEVARD (Coronado Ave to Newport Ave)

CONSTRUCTION PROJECT

SENIOR ENGINEER LABIB QASEM

619-533-4207 PROJECT MANAGER PROJECT ENGINEER FELIPE MEDINA 619-533-5242

INFORMATION LINE



**RIGHT- OF- WAY DIVISION** 



Date: SEPTEMBER 25, 2015





THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional information System which cannot be reproduced without the written permission of SANDAG. This product may contain information permission granted by RAND MCNALLY & COMPANY® to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.

76 | Page



Highway, Downtown Date:June 6, 2014

une 6, 2014

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects

SanGIS



PREDESIGN LOCATION MAP

# WATER GROUP JOB 952

CITY OF SAN DIEGO PUBLIC V 🌣 RKS DEP ARTMENT

PREDESIGN SENIOR ENGINEER ALEX GARCIA (619)-533-3634

PREDESIGN PROJECT ENGINEER ERIC WILDBERGER (619) 533-3765

ERIC WILDBERGER (619) 533-3765

PREDESIGN PROJECT MANAGER

PREDESIGN DRAFTER TEDDY RAMOS (619) 533-3734





Date: 8-20-2013



78 | Page



# Sewer Lateral Rehab Project J-2

SENIOR ENGINEER Michael Ninh 619-533-7443

PROJECT ENGINEER Lisa Canning 619-533-4613

PROJECT MANAGER Maryam Liaghat 619-533-5192

CONSTRUCTION PROJECT INFORMATION LINE (619) 533-4207





COMMUNITY NAMES: RANCHO BERNARDO, MIRA MESA, SCRIPPS/MIRAMAR RANCH, LA JOLLA, PACIFIC BEACH, UNIVERSITY, CLAIREMONT MESA, MIDWAY-PACIFIC HWY, PENNINSULA, LINDA VISTA, UPTOWN, SERRA MESA, BALBOA PARK, GREATER NORTH PARK, SOUTHEASTERN SAN DIEGO, SOUTHEASTERN, NAVAJO, COLLGE AREA, ENCANTO NEIGHBORHOODS, OTAY MESA-NESTOR, SAN YSIDRO



Date: July 14th 2016

80 | Page



THS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduce with permission granted by RAND MCNALLY & COMPANY@ to SanSIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects

81 | Page



Neighborhoods Southeastern Date: May 2, 2016

without the

thout the written permission of SANDAG. This product may contain information reproduce a RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof.

M

perm

granted by

RAND

MCNALLY

COMPANY© to

to SanGIS. This map is copyrighted permission of RAND MCNALLY & COMPANY

whether for personal use or resale, without the prior, written



THS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This produce may contain information from the SANDAG Regional Information System which cannot be reproduced without the writhen permission of SANDAG. This product may contain information reproduce may contain information from the SAND MCNALLY & COMPANY® to SANDAG. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.



Date: May 2, 2016





Date: May 2, 2016



THS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This produce may contain information from the SANDAG Regional Information System which cannot be reproduced without the writhen permission of SANDAG. This product may contain information reproduce may contain information from the SAND MCNALLY & COMPANY® to SANDAG. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects

Date: May 2, 2016



THS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This produce may contain information from the SANDAG Regional Information System which cannot be reproduced without the writhen permission of SANDAG. This product may contain information reproduce may contain information from the SAND MCNALLY & COMPANY® to SANDAG. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.



Date: May 2, 2016



THS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This produce may contain information from the SANDAG Regional Information System which cannot be reproduced without the writhen permission of SANDAG. This product may contain information reproduce may contain information from the SAND MCNALLY & COMPANY® to SANDAG. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects

#### 90 | Page





THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional information System which cannot be reproduced without the written permission of SANDAG. This product may contain information permission granted by RAND MCNALLY & COMPANY® to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.



THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional information System which cannot be reproduced without the written permission of SANDAG. This product may contain information permission granted by RAND MCNALLY & COMPANY® to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D - Adjacent Projects

93 | Page

SanGIS





THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduce with permission granted by RAND MCNALLY & COMPANY® to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY.

95 | Page





THIS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANITABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduced with permission granted by RAND MCMALLY & COMPANY® to Sanglis. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY



THIS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANITABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduced with permission granted by RAND MCMALLY & COMPANY® to Sanglis. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY



THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduce with permission granted by RAND MCNALLY & COMPANY® to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY (Internet and Internet and Internet).



MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits App

Appendix D – Adjacent Projects



THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduce with permission granted by RAND MCNALLY & COMPANY® to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY (Internet and Internet and Internet).

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits

Appendix D – Adjacent Projects



THIS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANITABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduced with permission granted by RAND MCMALLY & COMPANY® to Sanglis. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects

102 | Page



MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits

Appendix D – Adjacent Projects







Date: January 27, 2015

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects

### SAP ID: B15012

SanGIS

106 | Page



THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional information System which cannot be reproduced without the written permission of SANDAG. This product may contain information permission granted by RAND MCNALLY & COMPANY® to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects

Date: February 02, 2015

AF ID. B15012

SanGIS

THS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This produce may contain information from the SANDAG Regional Information System which cannot be reproduced without the writhen permission of SANDAG. This product may contain information reproduce may contain information from the SAND MCNALLY & COMPANY® to SANDAG. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.

PREDESIGN LOCATION MAP **CITY STREET LIGHTS GF GRP 15** 

# 7 2

CD - 02c PREDESIGN SENIOR NITSUH ABERRA

ENGINEER

619-533-4852

619-533-3478

**NEVIEN ANTOUN** 

**ROSALBA HURTADO** 

PREDESIGN PROJECT ENGINEER

PREDESIGN PROJECT MANAGER 619-533-3167



14 of 31

PROJECT IMPLEMENTATION DIVISION (PI) CIP PRELIMINARY ENGINEERING & PROGRAM COORDINATION

PREDESIGN DRAFTER HOSSAI SHERZAI 619-533-3412



# Legend

- West Point Loma BI, West of Sunset Cliffs BI 300', South Side
- West Point Loma BI, West of Cable St 310', North Side



COMMUNITY NAME: OCEAN BEACH Date: February 02, 2015



COUNCIL DISTRICT: 3

## SAP ID: B15012

SanGIS


MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects

MID-CITY NORMAL HEIGHTS

Date: January 27, 2015

ID. DIGOIZ

SanGIS



THIS MAPDATA IS PROVIDED WITHOUT WARFANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional information System which cannot be reproduced without the written permission of SANDAG. This product may contain information permission granted by RAND MCNALLY & COMPANY® to SAGIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY (Source Company).

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects



THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY VAID FITNESS FOR A PARTICULAR PURPOSE. Note: This produce may contain information from the SANDAG Regional information System which cannot be reproduced without the written permission of SANDAG. This product may contain information permission granted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.





THS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This produce may contain information from the SANDAG Regional Information System which cannot be reproduced without the writhen permission of SANDAG. This product may contain information reproduce may contain information from the SAND MCNALLY & COMPANY® to SANDAG. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retronts Appendix D – Adjacent Projects



THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional information System which cannot be reproduced without the written permission of SANDAG. This product may contain information permission granted by RAND MCNALLY & COMPANY® to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.



115 | Page



THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduce with permission granted by RAND MONALLY & COMPANY® to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY B. AND MCNALLY & COMPANY B. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY B. This produce all or any part therof.







THIS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANITABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduced with permission granted by RAND MCMALLY & COMPANY® to Sanglis. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY



THIS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANITABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduced with permission granted by RAND MCMALLY & COMPANY® to Sanglis. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY



THIS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANITABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduced with permission granted by RAND MCMALLY & COMPANY® to Sanglis. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY

121 | Page



THS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduce with permission granted by RAND MCNALLY & COMPANY@ to SanSIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY

122 | Page



THS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduce with permission granted by RAND MCNALLY & COMPANY@ to SanSIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY



THS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This produce may contain information from the SANDAG Regional Information System which cannot be reproduced without the writhen permission of SANDAG. This product may contain information reproduce may contain information from the SAND MCNALLY & COMPANY® to SANDAG. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.

Date: January 15, 2015 MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects



Date: January 15, 2015



SanGIS



PREDESIGN LOCATION MAP

## AC WATER & SEWER GROUP 1014



PREDESIGN SENIOR ENGINEER

ALEX GARCIA

(619) 533-3634

LORI TAKAFUJI

PREDESIGN PROJECT ENGINEER

PREDESIGN PROJECT MANAGER **TINA HUANG** (619) 533-3863

> TEDDY RAMOS (619) 533-3734

PROJECT IMPLEMENTATION DIVISION

PREDESIGN DRAFTER



SanGIS MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects

Date: 11/14/2014



Date: July 18, 2016

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects

SanGIS



MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects



Date: July 18, 2016



Date: July 20, 2016



THS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This produce may contain information from the SANDAG Regional Information System which cannot be reproduced without the writhen permission of SANDAG. This product may contain information reproduce may contain information from the SAND MCNALLY & COMPANY® to SANDAG. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects

Date: October 14, 2016

SanGIS



SanGIS

Date: July 22, 2016





## Date: July 22, 2016

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D - Adjacent Projects

pendix D – Adjacent Projects



THS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This produce may contain information from the SANDAG Regional information System withich cannot be reproduced without the written permission of SANDAG. This product may contain information reproduce may contain information from the SAND MCNALLY & COMPANY® to SAGIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY (Second Company).

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects

Date: July 22, 2016

SanGIS



Date: October 14, 2016

**COUNCIL DISTRICT: 3** SanGIS

SAP ID: B15206 (W)

136 | Page



THS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND. EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This produce may contain information from the SANDAG Regional Information System which cannot be without the writhe permission of SANDAG. This product may contain information reproduce without the writhen LLY & COMPANY© to SAGIS. This map is copyrighted by RAND MCNALLY & COMPANY©. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANYO

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects



Date: July 22, 2016

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects

SanGIS



Date: July 22, 2016

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D - Adjacent Projects

SanGIS ndix D – Adjacent Projects







THS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This produce may contain information from the SANDAG Regional Information System which cannot be reproduced without the writhen permission of SANDAG. This product may contain information reproduce may contain information from the SAND MCNALLY & COMPANY® to SANDAG. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.



THS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This produce may contain information from the SANDAG Regional Information System which cannot be reproduced without the writhen permission of SANDAG. This product may contain information reproduce may contain information from the SAND MCNALLY & COMPANY® to SANDAG. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.



THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional information System which cannot be reproduced without the written permission of SANDAG. This product may contain information permission granted by RAND MCNALLY & COMPANY® to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.










Date: April 11, 2016

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects

149 | Page







Date: April 11, 2016



MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D - Adjacent Projects

152 | D. -





Date: April 11, 2016

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects

SanGIS









Date: April 12, 2016



Date: April 12, 2016



MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Appendix D – Adjacent Projects

161 | Page





163 | Page







THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This groduct may contain mformation from without the writen permission of SANDAG. This product may contain information reproduce with permission granted by F by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or the second se with permission granted by RAND MCNALLY & COMPANY@ , whether for personal use or resale, without the prior, written 3. BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR in the SANDAG Regional information System which cannot be reproduced / RAND MCINALLY & COMPANY@ to SanGIS. This amp is copyrighted or resale, without the prior, written permission of RAND MCNALLY & COMPANY





# UPAS STREET PIPELINE REPLACEMENT PROJECT

SENIOR ENGINEER IRAJ ASGHARZADEH (619) 533-5105

PROJECT ENGINEER MICHELLE GARCIA-QUILICO (619) 533-6635 PROJECT MANAGER ALICE ALTES (619) 533-4105



Date: APRIL 22, 2013

167 | Page

CONSTRUCTION PROJECT INFORMATION LINE 619-533-4207



THS MAPDATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This produce may contain information from the SANDAG Regional Information System which cannot be reproduced without the writhen permission of SANDAG. This product may contain information reproduce may contain information from the SAND MCNALLY & COMPANY® to SANDAG. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY®.





169 | Page



### **APPENDIX E**

# SAMPLE OF PUBLIC NOTICES

# FOR SAMPLE REFERENCE ONLY





# CONSTRUCTION NOTICE PROJECT TITLE

# PROJECTITIE

Work on your street will begin within one week to replace the existing water mains servicing your community.

#### The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

#### How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

## Hours and Days of Operation: Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor: Company Name, XXX-XXX-XXXX



This information is available in alternative formats upon request.







# CONSTRUCTION NOTICE PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

## How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the
- presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation: Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor: Company Name, XXX-XXX-XXXX

To contact the City of San Diego: SD Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request.

# ATTACHMENT F

# INTENTIONALLY LEFT BLANK

# ATTACHMENT G

#### **EVALUATION AND SELECTION**

### ATTACHMENT G

#### **EVALUATION AND SELECTION**

Proposals will be ranked according to the criteria described below:

#### 1. Addenda to this RFP – Pass / Fail

- 1.1. The Proposer shall acknowledge each addendum issued in connection with this RFP, by listing all issued addenda on an Addenda Acknowledgement sheet to be submitted with the Proposal. Failure to acknowledge all issued addenda may result in the Proposal being considered **non-responsive** and ineligible for further consideration.
- 1.2. Including copies of addenda with the Proposal shall not constitute acknowledgement of issued addenda.

#### 2. Proposer Exceptions to this RFP – Pass / Fail

2.1. If the Proposer takes exception to any portion of the contract terms, the Proposer must identify and explain to the City in writing the basis for the exception. The Proposer must submit any claimed exception a minimum of 10 calendar days prior to the due date for submission of Proposals. Exceptions taken after the submission period for this RFP may be cause for rejection of the Proposal as being **non-responsive**.

#### 3. Subcontracting Participation Percentages – Pass / Fail

3.1. If the Design-Builder fails to meet the minimum subcontracting participation percentages, the Proposal will be considered **non-responsive** and rejected.

#### 4. Summary of Proposal (5 Points Max)

4.1. Each Proposer must submit a one to two page summary of its Proposal.

#### 5. Project Team (10 Points Max)

- 5.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including but not limited to the following:
  - 5.1.1. Installation Subcontractors
  - 5.1.1 Civil or Traffic Engineer
  - 5.1.2 Electrical Engineer
  - 5.1.3 Lighting Designers
  - 5.1.4 GIS and GPA Software Technicians

### 6. Technical Approach (38 Points Max)

6.1. 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 Proposer'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:

- 6.1.1. Proposed design based on field confirmation, City Standards, and performance specifications.
- 6.1.2. Adaptive Control and sensor installation approach. List any California Advanced Lighting Controls Training Program (CALCTP) certifications obtained.
- 6.1.3. Traffic Control Plans approach.
- 6.1.4. Approach to coordination with City staff and MTS.
- 6.1.5. Dark Sky design approach: San Diego County and the City are governed by lighting ordinance protecting local astronomical facilities from night glow. Describer your past experience and approach to Dark Sky.
- 6.1.6. Identify method of approach for photometric modeling runs as it applies to City standards, required materials and equipment.
- 6.1.7. Sports lighting and Adaptive Control Technology: The City has hired a sports lighting design consultant to assist with design the sports field lighting. Please describe your experience in sports lighting and the method you will use to coordinate your work with the City's design firm.
- 6.1.8. QA/QC and constructability review approach and experience with the equipment, materials and systems specified.
- 6.1.9. Experience and approach to utilizing GPS data, including: confirming audit, reconciliation, field installation, existing SDG&E and City accounting, tracking, and final record for the City.

#### 7. Construction Plan (32 Points Max)

- 7.1. Describe the proposed construction plan for this Project, including the following, at a minimum:
  - 7.1.1. Construction approach and methods
  - 7.1.2. Plan for phasing of construction activities
  - 7.1.3. General plan for functional testing, commissioning, and start-up.

- 7.1.4. Proposed safety program and record
- 7.1.5. Proposed construction schedule and meeting milestones
- 7.1.6. Traffic Control Management
- 7.1.7. Community Impact
- 7.1.8. Procurement, field warehousing, installation, and recycling

### 8. Change Order and Litigation History (10 Points Max)

8.1. Provide a spreadsheet that outlines the projects the Design-Builder has completed over the last three years; the original contract value of the listed projects; the quantity of change orders for each project; and, the percentage of total change order dollar amounts to original contract value for each project. Provide non-owner initiated change order activity as a percentage of the total change order activity. Provide any explanation of change order activity by project that Design-Builder deems appropriate.

#### 9. Reference Checks (5 Points Max)

9.1. Please provide contact information for three (3) references of clients for similar types of work.

#### **TOTAL POINTS: 100**

#### 10. Review of Technical Proposal

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

#### 11. Final Selection Based on Weighted Criteria

- 11.1. Based on the Design-Builders' Proposals and any follow-up presentations, and using the Project's Evaluation Criteria, the Panel will continue to rank the Design-Builder's Proposals by determining an overall score which shall be calculated as follows:
- 11.2. A maximum of **40 points** will be assigned for the **Contract Price** as proposed. The lowest total Contract Price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category. The other Price Proposals will be scored based on how much higher their total Contract Prices compare to the lowest:

$$\left(1-\frac{(\text{Contract Price-Lowest Contract Price})}{(\text{Lowest Contract Price})}\right)$$
 × Max Pts = Pts Rcvd

11.3. A maximum of **60 points** will be assigned for the **qualitative criteria** described in the RFP. All Proposals shall receive scores based on 60 times the average of the composite ratings provided by the Panel.

- 11.4. The Selected Design-Builder will be the team with the highest total score earned. Design-Builders will be notified in writing of the City's final decision.
- 11.5. For example, if the lowest total Contract Price of all proposals is \$100, that Proposal would receive the maximum allowable points for the price category. If the total Contract Price of another proposal is \$105 and the maximum allowable points is 80 points, then that Proposal would receive  $(1-((105-100)/100) \times 40 = 38 \text{ points}, \text{ or } 95\% \text{ of the maximum points}$ . The lowest score a Proposal can receive for this category is zero points the score cannot be a negative number. The below example using the same 60/40 split illustrates the calculation outcomes with Firm A winning the competition even though Firm A did not have the highest rated proposal or the lowest price:

Firm	Avg. Composite	Qualitative Score	Price Proposal	Price Score	Total Score				
	Rating	(60Max)		(40 Max)	(100 Max)				
Α	85.00	51.00	\$105	38.00	89.00				
В	88.00	52.80	\$130	28.00	80.80				
С	50.00	30.00	\$100	40.00	70.00				
Note: All figures will be rounded off to two decimal places.									

# ATTACHMENT H

# PRICE PROPOSAL FORMS



559 Twin Oaks Valley Road • Phone 760-744-0760 • P.O. Box 445 •

San Marcos, CA 92079 Fax 760-744-6475

# Section 1 – Price Proposal Forms

#### PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Intelligent Cities Outdoor Lighting Retrofits**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
		BASE PROPOS/	AL		L		1
1	524126	Bonds (Payment and Performance)	1		LS	$\geq$	\$ 43,172.50
2	541330	Engineering and Design Services	1	D*	LS	$\geq$	\$110,750.00
3	238210	CitylQ Sensor Node on existing LED Decorative Post Top(I.A.1)	1286		EA	\$76.37	\$98,211.82
4	238210	CityIQ Sensor Node on existing LED Gateway Post Top(I.A.2)	206		EA	\$ 122.19	\$25,171.14
5	238210	CityIQ Sensor Node on existing Induction Cobra Roadway Luminaire(I.A.3)	1424		EA	\$ 76.37	\$108,750.88
6	238210	LightGrid Gateway on existing pole(I.A.4)	158		EA	\$114.55	\$18,098.90
7	238210	Retrofit existing HPS Post Top with new 4000K Luminaire and LightGrid Node(I.B.1)	785		EA	\$1,884.65	\$1,479,450.2
8	238210	Retrofit existing HPS Post Top with new 4000K Luminaire, LightGrid Node and CitylQ Node(I.B.2)	138		EA	\$1,904.84	\$262,867.92
9	238210	Retrofit existing HPS Gateway Post Tops with new 3000K Luminaires and LightGrid Node(I.C.1)	88		EA	\$1,853.17	\$163,078.96
10	238210	Retrofit existing HPS Gateway Post Tops with new 4000K Luminaires and LightGrid Node(I.C.2)	44		EA	\$1,853.17	\$81,539.48

November 21, 2017 Intelligent Cities Outdoor Lighting Retrofits ADDENDUM 2

Page 15 of 22


Southern Contracting Company

559 Twin Oaks Valley Road • Phone 760-744-0760 • P.O. Box 445 •

San Marcos, CA 92079 Fax 760-744-6475

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension	
11	11 238210 Retrofit existing Gateway (streetside) Post Top with new 4000K Luminaires, LightGrid Node and CitylQ Node(I.C.3)		19		EA	\$2,041.62	\$38,790.78	
12	238210	Retrofit existing Teardrop Luminaires with new 4000K Luminaires and LightGrid Node(I.D.1)	239		EA	\$ 2,824.44	\$675,041.16	
13			1		EA	\$2,913.68	\$2,913.68	
14			81		EA	\$461.38	\$37,371.78	
15	5 238210 Retrofit existing HPS Cobra Luminaire at Local Mid-Block locations with new Type YM-4-GY LED Luminaire and LightGrid Node(I.E.2).		255		EA	\$323.90	\$82,594.50	
16	238210	Retrofit existing HPS Cobra Luminaire at Collector & above Intersections with new Type ZI-4-GY LED Luminaire and LightGrid Node(I.E.3)	168		EA	\$446.10	\$74,944.80	
17	238210	Retrofit existing HPS Cobra Luminaire at Collector & Above Mid-Block locations with new Type ZM-4-GY LED Luminaire and LightGrid Node(I.E.4)	435		EA	\$323.90	\$140,896.50	
18	238210	Retrofit existing HPS Cobra Luminaire at Local Intersections with new Type YI-3-GY LED Luminaire and LightGrid Node(I.F.1).	488		EA	\$446.10	\$217,696.80	
19	238210	Retrofit existing HPS Cobra Luminaire at Local Mid-Block locations with new Type YM-3-GY LED Luminaire and LightGrid Node(I.F.2)	887		EA	\$323.90	\$287,299.30	

November 21, 2017 Intelligent Cities Outdoor Lighting Retrofits ADDENDUM 2

Page 16 of 22

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Attachment H – Price Proposal Forms



Southern Contracting Company

559 Twin Oaks Valley Road • Phone 760-744-0760 • P.O. Box 445 •

San Marcos, CA 92079 Fax 760-744-6475

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
20	238210 Retrofit existing HPS Cobra Luminaire at Collector & above Intersections with new Type ZI-3-GY LED Luminaire and LightGrid Node(I.F.3)		395		EA	\$446.10	\$176,209.50
21	238210	10 Retrofit existing HPS Cobra Luminaire at Collector & Above Mid-Block locations with new Type ZM-3-GY LED Luminaire and LightGrid Node(I.F.4)			EA	\$323.90	\$138,305.30
22	238210 Retrofit existing HPS Cobra Luminaire at Local Intersections with new Type YI-4-GY LED Luminaire, LightGrid Node and CitylQ Node, Type CIQH-GY(I.G.1)		6		EA	\$476.65	\$2,859.90
23	238210	Retrofit existing HPS Cobra Luminaire at Local Mid-Block locations with new Type YM-4-GY LED Luminaire, LightGrid Node and CitylQ Node, Type ClQH-GY(I.G.2).	8		EA	\$354.45	\$2,835.60
24	238210	Retrofit existing HPS Cobra Luminaire at Collector & above Intersections with new Type ZI-4-GY LED Luminaire, LightGrid Node and CityIQ Node, Type CIQH-GY(I.G.3)	15		EA	\$476.65	\$7,149.75
25	238210	Retrofit existing HPS Cobra Luminaire at Collector & Above Mid-Block locations with new Type ZM-4-GY LED Luminaire, LightGrid Node and CitylQ Node, Type CIQH-GY(I.G.4)	19		EA	\$354.45	\$6,734.55
26	238210	Retrofit existing Rectangular (shoebox) Luminaire with new Type R-4-XX LED Luminaire, GE LightGrid Control Node and CitylQ Node, Type CIQH-XX(I.H.1)	45		EA	\$815.39	\$36,692.55

November 21, 2017 Intelligent Cities Outdoor Lighting Retrofits ADDENDUM 2

Page 17 of 22



Southern Contracting Company

559 Twin Oaks Valley Road • Phone 760-744-0760 • P.O. Box 445 •

San Marcos, CA 92079 Fax 760-744-6475

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
27	238210 Retrofit existing Rectangular (shoebox) Luminaire with new Type R-4-XX LED Luminaire and GE LightGrid Control Node(I.I.1)		77		EA	\$792.02	\$60,985.54
28	238210 Retrofit existing HPS Cobra Luminaire at Local Mid-Block locations with new Type YM-3-GY LED Luminaire, LightGrid Node and CitylQ Node(I.J.1)		2		EA	\$354.45	\$708.90
29			16		EA	\$476.65	\$7,626.40
30	238210	Retrofit existing HPS Cobra Luminaire at Collector & Above Mid-Block locations with new Type ZM-3-GY LED Luminaire, LightGrid Node and CitylQ Node(I.J.3)	15		EA	\$354.45	\$5,316.75
31	238210	Post Top Adaptors(I.K.1)	168		EA	\$291.71	\$49,007.28
32	238210	Retrofit existing HPS Parking Lot Luminaire at standard height (25' or less) with new LED alternate, rectangular style luminaire and LightGrid Node(II.A.1)	17		EA	\$693.47	\$11,788.99
33	238210	Retrofit existing HPS Parking Lot Luminaire at above standard height (26' or more) with new LED alternate, rectangular style luminaire and LightGrid Node(II.A.2)	26		EA	\$792.02	\$20,592.52
34	238210	Retrofit existing HPS Walkway Post Tops with new Luminaire and LightGrid Node(II.B.1)Attachment A.II.B.1	111		EA	\$1,840.26	\$204,268.86

November 21, 2017 Intelligent Cities Outdoor Lighting Retrofits ADDENDUM 2

Page 18 of 22



Southern Contracting Company

559 Twin Oaks Valley Road • Phone 760-744-0760 • P.O. Box 445 •

San Marcos, CA 92079 Fax 760-744-6475

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
35	5 238210 Retrofit existing HPS Walkway Post Tops with new Luminaire and LightGrid Node-Park de la Cruz(II.8.2)		24		EA	\$1,840.26	\$44,166.24
36	36 238210 Retrofit existing HPS Walkway Rectangular Luminaire with new Luminaire and LightGrid Node(II.B.3)		224		EA	\$657.59	\$147,300.16
37	238210	Post Top Adaptors (PTA-XX)(II.C.1)	46		EA	\$291.71	\$13,418.66
38	38 238210 Pole Adaptors for Rectangular Luminaires, Single-Mount PA1-DB(II.C.2)		20		EA	\$291.71	\$5,834.20
39	9 238210 Pole Adaptors for Rectangular Luminaires, Double-Mount PA2-DB(II.C.3)		25		EA	\$415.23	\$10,380.75
40	238210				EA	\$2,605.77	\$104,230.80
41	238210	Park de la Cruz Retrofit existing Basketball Court Luminaires one-for-one with new LED Sports Luminaires and LightGrid Node(III.A.2).	16		EA	\$2,403.67	\$38,458.72
42	238210	Park de la Cruz Sports Field Cross Arm, Type PR-S-ARM-8(III.A.3)	16		EA	\$2,304.24	\$36,867.84
43	238210	Park de la Cruz Wiring and Connections(III.A.4)	1		LS	$\geq$	\$7,546.00
44	238210	Park de la Cruz Commissioning(III.A.5)	1		LS	$\geq$	\$16,803.71
45	238210	Willie Henderson Park Retrofit existing Sports Field Luminaires one-for-one with new LED Sports Luminaires and LightGrid Node(III.B.1)	84		EA	\$3,644.32	\$306,122.88
46	238210	Willie Henderson Park Retrofit existing Basketball Court Luminaires one-for-one with	16		EA	\$2,321.22	\$37,139.52

November 21, 2017 Intelligent Cities Outdoor Lighting Retrofits ADDENDUM 2

Page 19 of 22





Southern Contracting Company

559 Twin Oaks Valley Road • Phone 760-744-0760 • P.O. Box 445 •

San Marcos, CA 92079 Fax 760-744-6475

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
		new LED Sports Luminaires and LightGrid Node(III.B.2)					
47	238210	Willie Henderson Park Walkway Luminaires on Sports Poles(III.B.3)	9		EA	\$612.99	\$5,516.91
48	48 238210 Willie Henderson Park Wiring and Connections(III.B.4)		1		LS	$\geq$	\$12,406.80
49	238210	Willie Henderson Park Commissioning(III.B.5)	1		LS	$\geq$	\$15,916.53
50	238990	Hazardous Waste Management Plan and Reporting	1		LS	$\mathbf{\mathbf{x}}$	\$1,829.27
51	238990	Disposal of PCB Ballasts (EOCP Type I)	1		AL	$\geq$	\$1,500.00
52	238990	Disposal of Electronic Ballasts (EOCP Type I)	1		AL	$\geq$	\$1,500.00
53	238990	Disposal of Low Pressure Sodium (LPS) Luminaires (EOCP Type I)	1		AL	$\geq$	\$4,000.00
54	238990	Disposal of High Pressure Sodium (HPS) Luminaires (EOCP Type I)	1		AL	$\geq$	\$16,000.00
55	238990	Disposal of Ceramic Metal Halide Luminaires (EOCP Type I)	1		AL	$\geq$	\$2,000.00
56	237310	MTS Permits and Fees (EOCP Type I)	1		AL	>	\$5,000.00
57		City Contingency (EOC Type II)	1		AL	$\geq$	\$302,300.00
58	237310	Traffic Control	1		LS	$\geq$	\$394,703.08
		TOTAL FOR PROPOSAL (ITEMS NO	1 THROUGH	8 INCLU	SIVE)		\$6,210,665.6

\* Design Element (For City Use)

November 21, 2017 Intelligent Cities Outdoor Lighting Retrofits

ADDENDUM 2

Page 20 of 22



559 Twin Oaks Valley Road • Phone 760-744-0760 •

P.O. Box 445 •

San Marcos, CA 92079 Fax 760-744-6475

Total Price For Design-Build Proposal, (items 1 through 58, inclusive) amount written in words: Six Million, Two Hundred and Ten Thousand, Six Hundred Sixty Five Dollars and 61/100's

Design-Builder: Southern Contrac	ting Company
Title: President	
Signature:	
The names of all persons interested in t	he foregoing proposal as principals are as follows:
Philip E. Waterman, President	Darlene Y. McBride, Secretary/Treasurer
Timothy R. McBride, CEO	Richard W. McBride, COB

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

November 21, 2017 Intelligent Cities Outdoor Lighting Retrofits ADDENDUM 2

Page 21 of 22

#### NOTES:

- A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the base proposal alone.
- B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone or for the Base Proposal plus one or more alternates.
- C. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- D. Subcontractors' License Numbers must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal non-responsive and ineligible for award.
- 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 conflict between the Product of the Quantity x Unit Price and the written Extension, the Product shall govern.
- H. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to 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 of0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	DIR REGISTRATION NUMBER	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED@	CHECK IF JOINT VENTURE PARTNERSHIP
AXL Group, Inc.         Address:       424 Puebla Street         City:       Encinitas       State:       CA         Zip:       92024       Phone:       888-821-6506         Email:       john@axlco.com	1000000816	Designer / Field Engineer	823526	Field Engineerin	\$20,000.00 g	DVBE	CADoGS	
Name: Moor Electric         Address: 5505 Stevens Way         City: San Diego       State: CA         Zip: 92114       Phone: 619-250-0380         EndWayne.henry@moorelectric.sdcoxmail.com	1000002598	Constructor	797985	Ware- housing	\$146,600.00	SLBE	CITY	

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		HOBZONC

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.

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to 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 is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	DIR REGISTRATION NUMBER	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED 2	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Monrad Engineering         Address: 1926 E. Ft. Lowell Rd, Ste 200         City: Tucson       State: AZ         Zip: 85719       Phone: 520-884-0045         Email: chrismonrad@monradengineeringinc.com	N/A	Designer	P.E. License # E17475 C	Eng. ommission	\$20,000.00 ing	N/A	N/A	
Name:       Dick Miller, Inc.         Address:       930 Boardwalk, #H         City:       San Marcos         State:       CA         Zip:       92078         Phone:       760-471-6842         Email:       gbullock@dickmillerinc.com	1000004547	Constructor	380204	Equip. Rental	\$161,191.13	DVBE	CADoGS	

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		
)	As appropriate, Design-Builder shall indicate if Subcontractor is o	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.

2

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to 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 is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	DIR REGISTRATION NUMBER	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED@	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Compass Rose GIS         Address: 4140 Oceanside, Blvd #159-152         City: Oceanside       State: CA         Zip: 92056       Phone: 760-994-1643         Email: melisa@compassrosegis.com	N/A	Designer	N/A	GIS/ GPS	\$18,400.00	ELBE	CADoGS	
Name:       Dersch Design         Address:       9187 Clairemont Mesa Blvd         City:       San Diego       State:       CA         Zip:       92123       Phone:       858-768-0867         Email:       brian@derschdesign.com	N/A	Designer	N/A	Engg. Design	\$46,215.00	SLBE	CITY	

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):

CADoGS

CA

	Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business	MBE DBE OBE SLBE WoSB SDVOSB	Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business	WBE DVBE ELBE SDB HUBZone
2	As appropriate, Design-Builder shall indicate if Subcontractor is ce	ertified by:		
	City of San Diego California Public Utilities Commission	CITY CPUC	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council	CALTRANS SRMSDC

The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certificat	tion
by the period of period and period and period and the besign-builder rais to sublinit the required proof of certificat	CION.

City of Los Angeles

U.S. Small Business Administration

State of California

State of California's Department of General Services

LA

SBA

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to 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 of0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	DIR REGISTRATION NUMBER	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED®	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Cecilia's Safety Service         Address: 1358 La Mirada Drive         City: San Marcos       State: CA         Zip: 92078       Phone: 858-793-4465         Email: cecilias@pacbell.net	1000012757	Constructor	787634	Traffic Control	\$323,656.52	SLBE	CITY	
Name: Benya-Burnett Consultancy         Address: 501 Fillmore Ct.         City: Davis       State: CA         Zip: 95616       Phone: 503-519-9631         Email: jbenya@benya-burnett.com	N/A	Designer	N/A	Consult- ing	\$5,000.00	N/A	N/A	

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 Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business	MBE DBE OBE SLBE WoSB SDVOSB	Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business	WBE DVBE ELBE SDB HUBZone
0	As appropriate, Design-Builder shall indicate if Subcontractor is o	ertified 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.

#### DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST \*\*TO BE INCLUDED WITHTHE PRICE PROPOSAL ONLY\*\*

For credit calculations for City-funded contracts, see Chapter 11 in The WHITEBOOK. For non-City funded contracts, refer to the Funding Agency Provisions. If no indication of the supplier, manufacturer, or non-supplier is provided, listed firm will receive no credit for purpose of calculating the Subcontractor Participation Percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	DIR REGISTRATION NUMBER	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 ()	WHERE CERTIFIED®
Name: California Electric Supply         Address: 1011 Bay Blvd         City: Chula Vista       State: CA         Zip: 91911       Phone: 619-427-2370         Email: j-pewtress@cescv.com	N/A	Luminares, Adaptors, Sports Park Lights	\$3,683,532.88	Yes	No	N/A	N/A
Name:							

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 Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business	MBE DBE OBE SLBE WoSB SDVOSB	Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business	WBE DVBE ELBE SDB HUBZone
As appropriate, Design-Builder shall indicate if Vendor/Suppli			
City of San Diego California Public Utilities Commission State of California's Department of General Services State of California	CITY CPUC CADoGS CA	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council City of Los Angeles U.S. Small Business Administration	CALTRANS SRMSDC LA SBA

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

0

### ATTACHMENT I

## CERTIFICATIONS AND FORMS

#### **CERTIFICATIONS AND FORMS**

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

### **Design-Build Proposal**

- 1. The undersigned The 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 **Intelligent Cities Outdoor Lighting Retrofits, 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 The 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 The 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:11/30/17
The Design-Builder: <u>Southern Contracting Company</u>
By:
(Signature)
Title: Philip E. Waterman, President

#### PROPOSAL

#### **Design-Builder's General Information**

To the City of San Diego:

Pursuant to the "Request for Proposal", 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 proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, 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 proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal. The undersigned proposer(s) further warrants that proposer(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Proposal Documents therefore, and that by submitting said Proposal Documents as its proposal, proposer(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Proposal Documents.

#### IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

#### IF A PARTNERSHIP, SIGN HERE:

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Attachment I – Design-Builder's General Information

(1)	Name under which business is conducted					
(2)	Name of each member of partnership, indicate character of each partner, general (limited):	or special				
(3)	Signature (Note: Signature must be made by a general partner)					
	Full Name and Character of partner					
(4)	Place of Business (Street & Number)					
(5)	City and State Zip Code					
(6)	Telephone No Facsimile No					
(7)	Email Address					
IF A CC	DRPORATION, SIGN HERE:					
(1)	Name under which business is conducted Southern Contracting Company					
(2)	Signature, with official title of officer authorized to sign for the corporation:					
	(Signature)					
	Philip E. Waterman					
	(Printed Name)					
	President					
	(Title of Officer)					

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of	California				
(4) Place of Business (Street & Number) <u>559 N. Twin Oaks Valley Road</u>					
(5) City and State <u>San Marcos</u> , CA	Zip Code92069				
(6) Telephone No. <u>(760)</u> 744-0760	Facsimile No. <u>(</u> 760) 744-6475				
(7) Email Address pwaterman@southerncontracting.com					

#### THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "**Request for Proposal**", the proposer holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A, C-10
LICENSE NO. 222252 EXPIRES 12/31/18 ,

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000002172

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

TAX IDENTIFICATION NUMBER (TIN): \_\_\_\_

E-Mail Address: pwaterman@southerncontracting.com

#### THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature 2	TitlePresident	
SUBSCRIBED AND SWORN TO BEFORE ME, THIS	DAY OF	,
Notary Public in and for the County of	, State of	
(NOTARIAL SEAL)		

**CALIFORNIA JURAT WITH AFFIANT STATEMENT GOVERNMENT CODE § 8202** See Attached Document (Notary to cross out lines 1–6 below) See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary) Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any) A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California Subscribed and sworn to (or affirmed) before me County of San Diego on this 30th day of November 20\_17\_, Date Month Year by Philip E. Waterman  $(1)_{-}$ (and (2)\_ LYNN R. MURISON-EROLES Name(s) of Signer(s) Notary Public - California San Diego County proved to me on the basis of satisfactory evidence Commission # 2154669 to be the person(s) who appeared before me. Comm. Expires Jun 22, 2020 Signature Signature of Notary Public Seal Place Notary Seal Above OPTIONAL Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended decument. **Description of Attached Document** Title or Type of Document: Document Date: Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: ©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5910

EXECUTED IN TRIPLICATE BOND NO. 106843909 PREMIUM: \$42,315.00

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

#### PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND

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

<u>Southern Contracting Company</u>, a corporation, as principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, 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 <u>Six Million Two Hundred Ten Thousand Six Hundred Sixty Five Dollars and Sixty One Cents</u> (\$6.210.665.61) for the faithful performance of the annexed contract, and in the sum of <u>Six Million</u> <u>Two Hundred Ten Thousand Sixty Five Dollars and Sixty One Cents</u> (\$6.210.665.61) for the benefit of laborers and materialmen designated below.

#### Conditions:

.

If the Principal shall faithfully perform the annexed contract Project Title Intelligent Cities **Outdoor Lighting Retrofits**, K-18-6925-MAC-3, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

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

# PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND (Cont.)

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

Dated JANUARY 11, 2018

Approved as to Form

Approved:

By

SOUTHERN CONTRACTING COMPANY

Principal By

PHILIP E. WATERMAN, PRESIDENT Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney B١

Deputy City Attorney

Albert P. Rechany

**Deputy Director** Public Works Department

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Surety

By Jang SANDRA FIGUEROA, Attorney-in-fact

21688 GATEWAY CENTER DRIVE Local Address of Surety

DIAMOND BAR, CA 91765 Local Address (City, State) of Surety

909/612-3647

Local Telephone No. of Surety Premium \$ 42,315.00

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

Bond No. 106843909

MACC Request for Proposal (Rev. ) Intelligent Cities Outdoor Lighting Retrofits Attachment ( -Performance and Payment Bonds

197 | Page

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

#### State of California

County of San Diego

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

#### DRUG-FREE WORKPLACE

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

This company\_has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

#### AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

#### CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

#### CONTRACTOR CERTIFICATION

#### **Equal Benefits Ordinance Certification**

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

#### AFFIDAVIT OF DISPOSAL

#### (To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion).

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

#### **Intelligent Cities Outdoor Lighting Retrofits**

(Name of Project or Task)

as particularly described in said contract and identified as Bid No. K-18-6925-MAC-3; SAP No. (WBS/IO/CC) 21003788; 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	,

By:\_\_\_\_ Contractor

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\_\_\_\_ \_\_\_\_\_ Contractor named in the foregoing Release, and known to me to be the whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

#### COMPANY LETTERHEAD

#### CERTIFICATE OF COMPLIANCE

#### Materials and Workmanship Compliance

For Contract or Task\_\_\_\_\_

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

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

#### Material Description:

Manufacturer:
Model:
Serial Number (if applicable)
Quantity to be supplied:
Remarks:
Signed by:
Printed Name:
Title:
Company:
Date:

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

#### NOTICE OF MATERIALS TO BE USED

т	0	٠
	υ	•_

Date: \_\_\_\_\_, 20\_\_\_\_

Resident Engineer

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)
		<b>X</b>

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

Signature of Supplier

Address

#### CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

#### CHECK ONE BOX ONLY.

- X 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
		NONE			

Contractor Name: Southern Contracting Company

Certified By	Philip E. Waterman	Title	President
,	Name		
	Signature	Date	11/30/17

#### USE ADDITIONAL FORMS AS NECESSARY

# ATTACHMENT J

# **DESIGN-BUILD AGREEMENT**

#### DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this <u>16</u> day of <u>February</u>, 2018, by and between The City of San Diego [City], a municipal corporation, and **Southern Contracting Company** [Design-Builder], for the purpose of designing and constructing the **Intelligent Cities Outdoor Lighting Retrofits** (Project) in the amount of <u>(\$6,210,665.61)</u>. 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 Request for Proposal (RFP) number **K-18-6925-MAC-3** for **Intelligent Cities Outdoor Lighting Retrofits,** 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

- A. <u>Recitals and Attachments</u>. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. <u>Contract Performance</u>. 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.
- C. <u>Attachments</u>. All attachments e.g., Reference Standards in the RFP, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.
- D. 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 authorizing such execution.

THE CITY OF SAN DIEGO By

Print Name: <u>Albert P. Rechany</u> Deputy Director Public Works Department APPROVED AS TO FORM

Mara W. Elliott, City Attorney

B١

Print Name: FREDERICK M. ORTLIEB

Deputy City Attorney

Date:

Date: 2/16/18

**CONTRACTOR** Southern Contracting Company

By

Print Name: Philip E. Waterman

Title:\_\_\_\_\_

1/11/18

Date:

City of San Diego License No.: B1974004617

State Contractor's License No.: 222252

MACC Request for Proposal Intelligent Cities Outdoor Lighting Retrofits Attachment J – Design-Build Agreement

# **City of San Diego**

CITY CONTACT: Angelica Gil, Contract Specialist, Email: AngelicaG@sandiego.gov Phone No. (619) 533-3622, Fax No. (619) 533-3633

# ADDENDUM 2 PROPOSAL DOCUMENTS





# FOR

# INTELLIGENT CITIES OUTDOOR LIGHTING RETROFITS

RFQ No.:	K-17-6712-MAC-3
RFP NO.:	K-18-6925-MAC-3
SAP NO. (WBS/IO/CC):	21003788
CLIENT DEPARTMENT:	2115
COUNCIL DISTRICT:	CITYWIDE
PROJECT TYPE:	IH

# PROPOSALS DUE:

# 12:00 NOON NOVEMBER 30, 2017 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C SAN DIEGO, CA 92101

# A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

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

# B. BIDDER'S QUESTIONS

- Q1. Will the City extend the bid date by 2 weeks considering the impact of the Thanksgiving holiday to the bid preparation?
- A1. No, the proposal due date will not be extended.
- Q2. What specific scope or tasks does the City consider design services for this project?
- A2. Design is commissioning the sensors and adaptive control system. Design is needed for photo metric verification for the sports lighting after installation. Existing Voltage verification on all lighting including sports lighting. Sports lighting adaptive controls voltage verification. Post top fitter assessment need. Traffic control plan. Hazmat plan.
- Q3. Can the same subcontractor qualify for both design services and construction services scope?
- A3. Yes. If they have the proper license and registration.
- Q4. Why are disposal of materials at a fixed price determined by the City?
- A4. Disposal amount shown are allowances. The contractor will submit receipts showing the prices up to the allowed amount.
- Q5. Does the City intend to perform the disposal service?
- A5. The City expects the contractor to submit a disposal option through the Hazardous Waste Management Plan and Reporting listed in line 50. See Section 7-22 disposal of hazardous waste or regulated waste, specifically section 7-22.7.

- Q6. In the price sheet line items 51-53 are not applicable for this type of work- should these be omitted or does the City anticipate these material being included in this scope?
- A6. It is included because City anticipates the disposal of these material.
- Q7. On page 26, SOW item E.3 & E.4 refer to Collector & Above Intersections and locations Collector & Above Mid-Block locations respectively. What is the reference to "above" refer to?
- A7. "Above" refers to all streets wider than a street designated as a Collector.
- Q8. Does the total quantity for the Gateway reflect the total number of (2) two fixture poles or the total fixture quantities at the associated locations?
- A8. See Attachment A, Bid Items I. Right-of Way (ROW) City Streets, Items A and C, pages 23-25.
- Q9. In the bridging documents, bid items E-J do not specifically state OFCI/CFCI LightGrid nodes and CltyIQ. Can the City please confirm if these products are to be purchased by contractor or supplied by City?
- A9. Contractor to evaluate the Voltage and identify which City supplied node is appropriate at locations The City will be purchasing all of the LightGrid nodes and CitylQnodes (including E-J), EXCEPT for all items identified as Sports lighting (See P.12 III. Non-ROW Sports Lighting.
- Q10. Has the City performed engineering load calculations for the poles?
- A10. The City has engaged a structural pole consultant to test all sports lighting poles and provide inspection information prior to installation of each park. The consultant will be available as needed to provide pole information on specific roadway, pedestrian, parking and general lighting poles when requested. Pole loads should be reduced overall by the retrofit (verify spec with the weights of the fixtures and nodes vs. weight of fixture(s) removed).
- Q11. Clarify if the GIS data provided is complete or if other data exists that clearly aligns with the scope indicated in the RFP?
- A11. The discrepancies shall be noted and payments adjusted if required.
- Q12. A few of the luminaire specifications show the luminaire catalog number along with a specific control node part number: ELWN0A5UG5-FU467. The specification for these fixtures also indicate that the AC7 adaptive control node will be required, which has a part number of ELWN0A7UBXXGPAD. Which node should be supplied? The items in question are A1-3-SG, PR-S1-GY, PR-S2-GY, and PR-S3-DB.
- A12. All Control Nodes will be AC7, EXCEPT where Contractor verifies Voltage to be 480V in which case Contractor will supply AC7-48.

See changes to Materials List, Attachment A-4, refer to Item C, Attachments, of this addendum.

- Q13. Will a BOND be required at time of bid? (Or proof of bond-ability.)
- A13. A Bid Bond is not required, however, a Payment and Performance Bond is.
- Q14. Bid Items 51 to 55 indicate an allotment for disposal, etc. is the City providing a location or service company in order to maintain the pricing as noted, in order to assure the pricing indicated? (These items are normally quoted to include proper Federal paperwork for disposal.)
- A14. The contractor is required to submit the information for the disposal company per the Hazardous Waste Management Plan and Reporting listed in line 50. Please see Whitebook specs under section 7-22, specifically 7-22.7 for HazMat plan.
- Q15. Is the Federal and State paper work for disposal a requirement for this MACC? (Or is the form described in 7-21.1 sufficient?)
- A15. Line items 50-54 are not associated with C&D disposal. See Section7-22 of the Whitebook for requirements and the response to Question14 of this Addendum.

- Q16. Bid item 51 indicates PCB Ballasts for Disposal. Is the City referring to a PCB capacitor rather than Ballast?
- A16. This City is expecting any PCB item that is part of the light fixture/element would be disposed of properly per the Whitebook requirements.
- Q17. From the Price Proposal Form: Retrofit existing HPS Parking Lot Luminaire at 17 standard height (25' or less) with new LED alternate, rectangular style luminaire and LightGrid Node(II.A.1)1. Retrofit existing HPS Parking Lot Luminaire at standard height (25' or less) with new LED alternate, rectangular style luminaire and LightGrid Node(II.A.1). What is the difference between a 17' standard height pole and a 25' or less pole?
- A17. There is no 17' pole. See the correction on the material list.
- Q18. The Price Proposal Form starting on Page 185, Items 51-55 related to recycling. The dollar value is fixed. Does this mean that the City will be responsible for recycling, or is this a maximum fixed price allocated by the City to pay the contractor for recycling?
- A18. See A4 of this addendum.
- Q19. Section 7-3.2.6 on Page 49 off the RFP states the following: 7-3.2.6 Railroad Protective Liability Insurance. Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross shall be deleted from all policies to which they may apply. Alternatively, you may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein. What is not clear is whether proof of insurance is required with the proposal or if proof simply needs to be provided prior to contract signing and after award. Please advise.
- A19. Proof of Insurance is require ten working days from the date of the Notice of Intent to Award (NOI).

#### C. ATTACHMENTS

1. To Attachment A, Bridging Documents, Item 2, Attachments, Sub-item Attachment A-4, page 19, uploaded on FileCloud below:

https://filecloud.sandiego.gov/url/5coamah0fik5

**DELETE** in its entirety and **SUBSTITUTE** with pages 7 through 14 of this Addendum.

2. To Attachment H, Price Proposal Forms, Page 180 through 187, **DELETE** in its entirety and **SUBSTITUTE** with page 15 through 22 of this Addendum.

James Nagelvoort, Director Public Works Department

Dated: *November 21, 2017* San Diego, California

JN / AJ / cc

ltem *	SUBJECT / PRODUCT DESCRIPTION	SPEC. REF	MANUFACTURERS	ADDITIONAL REQUIREMENTS / NOTES		
A1-4-CB	LED Post Top Luminaire, Gateway, Streetside 4000K CCT, Symmetric Type V 78W/6800L Finish: San Diego Blue	700-6.7	General Electric Cat.#: EPAS-0-C5-A-40-G-A-A- CB-007EMH	Install & Commission Item#AC7 Adaptive Control Node provide by Owner (OFCI).		
A1-4-DB	Same as A1-4-CB except Dark Bronze	700-6.7	General Electric Cat.#: EPAS-0-C5-A-40-G-A-A- DB-007EMH	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).		
A1-4-GN	Same as A1-4-CB except Dark Green	700-6.7	General Electric Cat.#: EPAS-0-C5-A-40-G-A-A- GN-007EMH	Install & Commission Item#AC7 Adaptive Control Node provide by Owner (OFCI).		
A1-3-SG	Same as A1-4-SG except 3000K CCT	700-6.7	General Electric Cat.#: EPAS-0-C5-A-30-G-A-A- SG-007EMH	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).		
A2-4-CB	LED Post Top Luminaire, Gateway, Sidewalk 4000K CCT, Asymmetric Type III 78W/6800L Finish: San Diego Blue	700.6.7	General Electric Cat.#: EPAS-0-C3-A-40-G A-A- CB-007EMH	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).		
A2-4-DB	Same as A2-4-CB except Dark Bronze	700.6.7	General Electric Cat.#: EPAS-0-C3-A-40-G A-A- DB-007EMH	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).		
A2-4-GN	Green C		General Electric Cat.#: EPAS-0-C3-A-40-G A-A- GN-007EMH	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).		

A2-3-SG	Same as A2-4-SG except 3000K CCT	700.6.7	General Electric Cat.#: EPAS-0-C3-A-30-G A-A- SG-007EMH	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).
C-4-CB	Same as C-4-BK except San Diego Blue	700-6.7	General Electric Cat.#: EPAS-0-C5-A-40-G-7-A- CB-007EMH	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).
C-4-DB	Same as C-4-BK except Dark Bronze	700-6.7	General Electric Cat.#: EPAS-0-C5-A-40-G-7-A- DB-007EMH	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).
C-4-GN	Same as C-4-BK except Dark Green	700-6.7	General Electric Cat.#: EPAS-0-C5-A-40-G-7-A- GN-007EMH	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).
C-4-OC	Same as C-4-BK except Ochre	700-6.7	General Electric Cat.#: EPAS-0-C5-A-40-G-7-A- OC-007EMH	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).
T-4-CB	LED Tear Drop Luminaire, 4000K CCT, Type III 80W/7553L Finish: San Diego Blue	700-6.7	Spring City Cat.#: ALMCLU-LE08/EVX/X2- 40-CR3-GR14-TR7P-CB WITH ALAVBC-2.00FNPT- 1.25MNPT ADAPTOR	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).
T-4-DB	Same as T-4-CB except Dark Bronze	700-6.7	Spring City Cat.#: ALMCLU-LE08/EVX/X2- 40-CR3-GR14-TR7P-DB WITH ALAVBC-2.00FNPT- 1.25MNPT ADAPTOR	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).
T-4-OC	Same as T-4-CB except Ochre	700-6.7	Spring City Cat.#: ALMCLU-LE08/EVX/X2- 40-CR3-GR14-TR7P-OC WITH ALAVBC-2.00FNPT- 1.25MNPT ADAPTOR	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).

R-4-CB	LED Rectangular ROW Luminaire, Shoebox replacement, 137W/16,100L Finish: San Diego Blue		General Electric Cat.#: EALS-02-0-F3AW-7-40-N- A-D1-CB	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).
Y1-4-GY	LED Cobra Head Luminaire, Type Y-INT, 4000K CCT 59W/7000L Finish: Gray	209.6.5	General Electric Cat.#: ERL1-0-11D3-40-A-GRAY- L	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).
Z1-4-GY	LED Cobra Head Luminaire, Type Z-INT, 4000K CCT 96W/11,500L Finish: Gray	700.6.5	General Electric Cat.#: ERLH-0-11D3-40-A-GRAY- L	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).
YM-4-GY	LED Cobra Head Luminaire, Type Y-MID, 4000K CCT 59W/7000L Finish: Gray	700.6.5	General Electric Cat.#: ERL1-0-07B3-40-A-GRAY- L	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).
ZM-4-GY	LED Cobra Head Luminaire, Type Z-MID, 4000K CCT 96W/11,500L Finish: Gray	700.6.5	General Electric Cat.#: ERLH-0-07B3-40-A-GRAY- L	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).
Y1-3-GY	LED Cobra Head Luminaire, Type Y-INT, 3000K CCT 59W/7000L Finish: Gray	209.6.5	General Electric Cat.#: ERL1-0-11D3-30-A-GRAY- L	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).
Z1-3-GY	LED Cobra Head Luminaire, Type Z-INT, 3000K CCT 96W/11,500L Finish: Gray	700.6.5	General Electric Cat.#: ERLH-0-11D3-30-A-GRAY- L	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).
YM-3-GY	LED Cobra Head Luminaire, Type Y-MID, 3000K CCT 59W/7000L Finish: Gray	700.6.5	General Electric Cat.#: ERL1-0-07B3-30-A-GRAY- L	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).

ZM-3-GY	LED Cobra Head Luminaire,	700.6.5	General Electric	Install & Commission
	Type Z-MID,		Cat.#: ERLH-0-07B3-30-A-GRAY-	Item#AC7 Adaptive
	3000K CCT		L	Control Node provided
	96W/11,500L			by Owner (OFCI).
	Finish: Gray			

ltem *	SUBJECT / PRODUCT DESCRIPTION	SPEC. REF	MANUFACTURERS	ADDITIONAL REQUIREMENTS / NOTES		
AC7	GE LightGrid Adaptive Controls Node, ANSI 7 Pin (For use on luminaires equipped with ANSI Standard C136.41-2013, 7 pin socket) 0.5% metering Accuracy Finish: Blue	700.6.6	General Electric Cat.#: ELWN0A8UBXXSDAD	Proprietary item due to compatibility with City wide control system.		
CIQV-BK GE CityIQ Sensor Node, Vertical N Style for use with Post top, Teardrop and Gateway (type A1, streetside) style Luminaires. Finish: Black		N/A	General Electric Cat.#: CityIQ-Vertical-BK	Node to be purchased by City and Installed and commissioned by contractor		
CIQV-CB	Same as CIQV-BK except San Diego Blue	N/A	General Electric Cat.#: CityIQ-Vertical-BL	Same as CIQV-BK		
CIQV-GN	Same as CIQV-BK except Cark Green	N/A	General Electric Cat.#: CityIQ-Vertical-GN	Same as CIQV-BK		
CIQV-GY	Same as CIQV-BK except Gray	N/A	General Electric Cat.#: CityIQ-Vertical-GY	Same as CIQV-BK		
CIQV-SG	Same as CIQV-BK except Seafoam Green	N/A	General Electric Cat.#: CityIQ-Vertical-SG	Same as CIQV-BK		
CIQH-CB GE CityIQ Sensor Node, N/A G		General Electric Cat.#: CityIQ-Horizontal-CB	Node to be purchased by City and Installed and commissioned by contractor			
CIQH-GY	Same as CIQH-CB except Gray	N/A	General Electric Cat.#: CityIQ-Horizontal-GY	Same as CIQH-CB		
GW/M GE LightGrid Gateway with I Modem. Finish: Gray		N/A	General Electric Cat.#: ELWG-0-CXX-GM	Gateway to be purchased by City and Installed and commissioned by contractor		

PR-S-ARM-8	Galvanized steel, clamp on, 8' support arm for LED sports lighting luminaires. Provide with all hardware to attach to pole. Provide submittal for review to City with Structural calculations for each installation.	N/A	General Electric/California High Mast Cat.#: AC-8-Galvanized	Arm to be coordinated with existing field conditions to support new luminaires on existing poles.
A2-VSE-CB	Vertical Support Extension Assembly for Type A2 Luminaire (sidewalk side) on Gateway assemblies with CIQV Sensor Node. Finish: San Diego Blue	N/A	GE Cat.#	Vertical Assembly to raise the A2 luminaire to match the height of the A1 luminaire with CIQV Sensor Node installed.
A2-VSE-GN	Same as A2-VSE-CB except Dark Green	N/A	GE Cat.#	Same as A2-VSE-CB
A2-VSE-SG	Same as A2-VSE-CB except Seafoam Green	N/A	GE Cat.#	Same as A2-VSE-CB
PTA-CB	Post Top Adaptors Finish: San Diego Blue	N/A	Visco Cat.#: VPT-SPL-CB	Custom adaptors as needed to install new Post Top Luminaires to existing poles
PTA-DB	Same as PTA-BK except Dark Bronze	N/A	Visco Cat.#: VPT-SPL-DB	Same as PTA-CB
PTA-GN	Same as PTA-BK except Dark Green	N/A	Visco Cat.#: VPT-SPL-GN	Same as PTA-CB
PTA-GY	Same as PTA-BK except Gray	N/A	Visco Cat.#: VPT-SPL-GY	Same as PTA-CB
PTA-OC	Same as PTA-BK except Ochre	N/A	Visco Cat.#: VPT-SPL-OC	Same as PTA-CB
PTA-SG	Same as PTA-BK except Seafoam Green	N/A	Visco Cat.#: VPT-SPL-SG	Same as PTA-CB
PA1-DB	Pole Adaptor-Single Luminaire Finish: Dark Bronze See Attachment A-9 for more information	N/A	Visco Cat.#: VPT-1S-PTA-DB	Custom adaptor to mount either a single cobra head or rectangular luminaire to an existing pole.
PA2-DB	Pole Adaptor-Dual Luminaires Finish: Dark Bronze See <i>Attachment A-9</i> for more information	N/A	Visco Cat.#: VPT-2D-PTA-DB	Custom adaptor to mount either a pair of cobra head or rectangular luminaires to an existing pole.

Attachment A-4, Page 6 of 8

ltem *	SUBJECT / PRODUCT DESCRIPTION	SPEC. REF	MANUFACTURERS	ADDITIONAL REQUIREMENTS / NOTES
PR-P1-DB	Parking Lot, Low Height Shoebox (Rectangular) Replacement, 87W/10,800L Finish: Dark Bronze	N/A	General Electric Cat.#: EALS-02-0-D3AW-7-40-N- A-D1-DB	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).
PR-P2-DB	Parking Lot, High Height Shoebox (Rectangular) replacement, 137W/16,100L Finish: Dark Bronze	N/A	General Electric Cat.#: EALS-02-0-F3AW-7-40-N- A-D1-DB	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).
PR-S1-GY	1000W MH Replacement, 320W/30,000L Finish: Gray	N/A	General Electric Cat.#: USLED-01-G-01-50-70-M- 1 with ELWN0A5UG5-FU467	Provide each new luminaire with Item #AC7 Adaptive Control Node
PR-S2-GY	1500W MH Replacement, 640W/65,000L Finish: Gray	N/A	General Electric Cat.#: USRG704070MXGC	Provide each new luminaire with Item #AC7-SP Adaptive Control Node
PR-S3-DB	Metal Halide or HPS Basketball Court Light Replacement, 327W/35,900L Finish: Dark Bronze	N/A	General Electric Cat.#: EALP-01-0-L3AW-7-40-N- A-D1-DB	Provide each new luminaire with Item #AC7 Adaptive Control Node
PR-W1-DB	Replacement, C		General Electric Cat.#: EPAS-0-C3-A-40-G-7-A- DB-007EMH	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).
PR-W1A-GN	Similar to PR-W1 except with no vertical support ribs 48W/3000L Finish: Green	N/A	General Electric Cat.#: EPAS-0-E5-A-40-A-A-A- FGRN-D	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).
PR-W2-DB Walkway in Park -Rectangular Replacement at 15' Mounting Height, 48W/3000L Finish: Dark Bronze		N/A	General Electric Cat.#: EANBOA3740AX-DB	Install & Commission Item#AC7 Adaptive Control Node provided by Owner (OFCI).

LUMINAIRE APPLICAT		
STREET TYPE CODE:		
	Х	Alley
	Y	Residential - Street Width up to 40'
	Z	Collector - Street Width over 40' up to 52'
	Z	Major - Street Width over 52'
LOCATION CODE:		
	I	Intersection & Cul-de-sac
	Μ	Mid-Block
LED COLOR CODE:		
	3	3000 Kelvin
	4	4000 Kelvin
LUMINAIRE ACCESSO	RY CODES	
	AC	Adaptive Control Node
	HSS	House Side Shield
POLE APPLICATION CO	DDES	
	P-C	Street Light Pole with Type Designation

Note: For Finish Codes, Refer to Attachment A-5.

#### PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Intelligent Cities Outdoor Lighting Retrofits**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension			
	BASE PROPOSAL									
1	524126	Bonds (Payment and Performance)	1		LS		\$			
2	541330	Engineering and Design Services	1	D*	LS		\$			
3	238210	CitylQ Sensor Node on existing LED Decorative Post Top(I.A.1)	1286		EA	\$	\$			
4	238210	CitylQ Sensor Node on existing LED Gateway Post Top(I.A.2)	206		EA	\$	\$			
5	238210	CitylQ Sensor Node on existing Induction Cobra Roadway Luminaire(I.A.3)	1424		EA	\$	\$			
6	238210	LightGrid Gateway on existing pole(I.A.4)	158		EA	\$	\$			
7	238210	Retrofit existing HPS Post Top with new 4000K Luminaire and LightGrid Node(l.B.1)	785		EA	\$	\$			
8	238210	Retrofit existing HPS Post Top with new 4000K Luminaire, LightGrid Node and CitylQ Node(I.B.2)	138		EA	\$	\$			
9	238210	Retrofit existing HPS Gateway Post Tops with new 3000K Luminaires and LightGrid Node(I.C.1)	88		EA	\$	\$			
10	238210	Retrofit existing HPS Gateway Post Tops with new 4000K Luminaires and LightGrid Node(I.C.2)	44		EA	\$	\$			

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
11	238210	Retrofit existing Gateway (streetside) Post Top with new 4000K Luminaires, LightGrid Node and CitylQ Node(I.C.3)	19		EA	\$	\$
12	238210	Retrofit existing Teardrop Luminaires with new 4000K Luminaires and LightGrid Node(I.D.1)	239		EA	\$	\$
13	238210	Retrofit existing Teardrop Luminaires with new 4000K luminaires, LightGrid Node and CitylQ node(I.D.2)	1		EA	\$	\$
14	238210	Retrofit existing HPS Cobra Luminaire at Local Intersections with new Type YI-4-GY LED Luminaire and LightGrid Node(I.E.1)	81		EA	\$	\$
15	238210	Retrofit existing HPS Cobra Luminaire at Local Mid-Block locations with new Type YM-4-GY LED Luminaire and LightGrid Node(I.E.2).	255		EA	\$	\$
16	238210	Retrofit existing HPS Cobra Luminaire at Collector & above Intersections with new Type ZI-4-GY LED Luminaire and LightGrid Node(I.E.3)	168		EA	\$	\$
17	238210	Retrofit existing HPS Cobra Luminaire at Collector & Above Mid-Block locations with new Type ZM-4-GY LED Luminaire and LightGrid Node(I.E.4)	435		EA	\$	\$
18	238210	Retrofit existing HPS Cobra Luminaire at Local Intersections with new Type YI-3-GY LED Luminaire and LightGrid Node(I.F.1).	488		EA	\$	\$
19	238210	Retrofit existing HPS Cobra Luminaire at Local Mid-Block locations with new Type YM-3-GY LED Luminaire and LightGrid Node(I.F.2)	887		EA	\$	\$

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
20	238210	Retrofit existing HPS Cobra Luminaire at Collector & above Intersections with new Type ZI-3-GY LED Luminaire and LightGrid Node(I.F.3)	395		EA	\$	\$
21	238210	Retrofit existing HPS Cobra Luminaire at Collector & Above Mid-Block locations with new Type ZM-3-GY LED Luminaire and LightGrid Node(I.F.4)	427		EA	\$	\$
22	238210	Retrofit existing HPS Cobra Luminaire at Local Intersections with new Type YI-4-GY LED Luminaire, LightGrid Node and CitylQ Node, Type ClQH-GY(I.G.1)	6		EA	\$	\$
23	238210	Retrofit existing HPS Cobra Luminaire at Local Mid-Block locations with new Type YM-4-GY LED Luminaire, LightGrid Node and CitylQ Node, Type ClQH-GY(I.G.2).	8		EA	\$	\$
24	238210	Retrofit existing HPS Cobra Luminaire at Collector & above Intersections with new Type ZI-4-GY LED Luminaire, LightGrid Node and CitylQ Node, Type CIQH-GY(I.G.3)	15		EA	\$	\$
25	238210	Retrofit existing HPS Cobra Luminaire at Collector & Above Mid-Block locations with new Type ZM-4-GY LED Luminaire, LightGrid Node and CitylQ Node, Type ClQH-GY(I.G.4)	19		EA	\$	\$
26	238210	Retrofit existing Rectangular (shoebox) Luminaire with new Type R-4-XX LED Luminaire, GE LightGrid Control Node and CitylQ Node, Type ClQH-XX(I.H.1)	45		EA	\$	\$

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
27	238210	Retrofit existing Rectangular (shoebox) Luminaire with new Type R-4-XX LED Luminaire and GE LightGrid Control Node(I.I.1)	77		EA	\$	\$
28	238210	Retrofit existing HPS Cobra Luminaire at Local Mid-Block locations with new Type YM-3-GY LED Luminaire, LightGrid Node and CitylQ Node(I.J.1)	2		EA	\$	\$
29	238210	Retrofit existing HPS Cobra Luminaire at Collector & above Intersections with new Type ZI-3-GY LED Luminaire, LightGrid Node and CitylQ Node(I.J.2)	16		EA	\$	\$
30	238210	Retrofit existing HPS Cobra Luminaire at Collector & Above Mid-Block locations with new Type ZM-3-GY LED Luminaire, LightGrid Node and CitylQ Node(I.J.3)	15		EA	\$	\$
31	238210	Post Top Adaptors(I.K.1)	168		EA	\$	\$
32	238210	Retrofit existing HPS Parking Lot Luminaire at standard height (25' or less) with new LED alternate, rectangular style luminaire and LightGrid Node(II.A.1)	17		EA	\$	\$
33	238210	Retrofit existing HPS Parking Lot Luminaire at above standard height (26' or more) with new LED alternate, rectangular style luminaire and LightGrid Node(II.A.2)	26		EA	\$	\$
34	238210	Retrofit existing HPS Walkway Post Tops with new Luminaire and LightGrid Node(II.B.1)Attachment A.II.B.1	111		EA	\$	\$

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
35	238210	Retrofit existing HPS Walkway Post Tops with new Luminaire and LightGrid Node-Park de la Cruz(II.B.2)	24		EA	\$	\$
36	238210	Retrofit existing HPS Walkway Rectangular Luminaire with new Luminaire and LightGrid Node(II.B.3)	224		EA	\$	\$
37	238210	Post Top Adaptors (PTA-XX)(II.C.1)	46		EA	\$	\$
38	238210	Pole Adaptors for Rectangular Luminaires, Single-Mount PA1-DB(II.C.2)	20		EA	\$	\$
39	238210	Pole Adaptors for Rectangular Luminaires, Double-Mount PA2-DB(II.C.3)	25		EA	\$	\$
40	238210	Park de la Cruz Retrofit existing Sports Field Luminaires one-for-one with new LED Sports Luminaires and LightGrid Node(III.A.1)	40		EA	\$	\$
41	238210	Park de la Cruz Retrofit existing Basketball Court Luminaires one-for-one with new LED Sports Luminaires and LightGrid Node(III.A.2).	16		EA	\$	\$
42	238210	Park de la Cruz Sports Field Cross Arm, Type PR-S-ARM-8(III.A.3)	16		EA	\$	\$
43	238210	Park de la Cruz Wiring and Connections(III.A.4)	1		LS		\$
44	238210	Park de la Cruz Commissioning(III.A.5)	1		LS		\$
45	238210	Willie Henderson Park Retrofit existing Sports Field Luminaires one-for-one with new LED Sports Luminaires and LightGrid Node(III.B.1)	84		EA	\$	\$
46	238210	Willie Henderson Park Retrofit existing Basketball Court Luminaires one-for-one with	16		EA	\$	\$

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
		new LED Sports Luminaires and LightGrid Node(III.B.2)					
47	238210	Willie Henderson Park Walkway Luminaires on Sports Poles(III.B.3)	9		EA	\$	\$
48	238210	Willie Henderson Park Wiring and Connections(III.B.4)	1		LS		\$
49	238210	Willie Henderson Park Commissioning(III.B.5)	1		LS		\$
50	238990	Hazardous Waste Management Plan and Reporting	1		LS		\$
51	238990	Disposal of PCB Ballasts (EOCP Type I)	1		AL		\$1,500.00
52	238990	Disposal of Electronic Ballasts (EOCP Type I)	1		AL		\$1,500.00
53	238990	Disposal of Low Pressure Sodium (LPS) Luminaires (EOCP Type I)	1		AL		\$4,000.00
54	238990	Disposal of High Pressure Sodium (HPS) Luminaires (EOCP Type I)	1		AL		\$16,000.00
55	238990	Disposal of Ceramic Metal Halide Luminaires (EOCP Type l)	1		AL		\$2,000.00
56	237310	MTS Permits and Fees (EOCP Type I)	1		AL		\$5,000.00
57		City Contingency (EOC Type II)	1		AL		\$302,300.00
58	237310	Traffic Control	1		LS		\$
TOTAL FOR PROPOSAL (ITEMS NO 1 THROUGH 58 INCLUSIVE)							\$

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

Total Price For Design-Build Proposal, (items 1 through 58, inclusive) amount written in words:

Design-Builder:
Title:
Signature:
The names of all persons interested in the foregoing proposal as principals are as follows:

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

#### NOTES:

- A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the base proposal alone.
- B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone or for the Base Proposal plus one or more alternates.
- C. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- D. Subcontractors' License Numbers must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal non-responsive and ineligible for award.
- 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 conflict between the Product of the Quantity x Unit Price and the written Extension, the Product shall govern.
- H. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

# **City of San Diego**

CITY CONTACT Angelica Gil, Contract Specialist, Email: AngelicaGil@sandiego.gov Phone No. (619) 533-3622, Fax No. (619) 533-3633

# ADDENDUM 1 PROPOSAL DOCUMENTS





# FOR

MACC TASK NUMBER: 01

### INTELLIGENT CITIES OUTDOOR LIGHTING RETROFITS

RFP NO.:	K-18-6925-MAC-3	
RFQ NO.:	K-17-6712-MAC-3	
SAP NO. (WBS/IO/CC):	21003788	
CLIENT DEPARTMENT:	2115	
COUNCIL DISTRICT:	CITYWIDE	
PROJECT TYPE:	IH	

### PROPOSALS DUE:

## 12:00 NOON NOVEMBER 30, 2017 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C SAN DIEGO, CA 92101

ADDENDUM 1

#### A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

#### B. CHANGES TO THE REQUEST FOR PROPOSALS

- To Instructions to Proposers and General Conditions, Page 9, Section
  10., **DELETE** in its entirety and, **REPLACE** with the following:
  - 10. 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 may not be eligible to participate in the competition with any Design-Build Entity. It is the responsibility of the Design-Build entity to obtain the required legal advice necessary to resolve such matters.

James Nagelvoort, Director Public Works Department

Dated: *November 15, 2017* San Diego, California