

# City of San Diego

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NB/RIR

## REQUEST FOR PROPOSAL (RFP)

FOR



### STREET LIGHT CONVERSION PROJECT DESIGN- BUILD CONTRACT

SPECIFICATION NO.: 5235DB  
IO NO.: 21002317  
CLIENT DEPARTMENT: 2115  
PROJECT TYPE: IH

**PROPOSAL DUE:**

**12:00 PM**

**January 6<sup>th</sup>, 2011**

**CITY OF SAN DIEGO**

**PURCHASING & CONTRACTING DEPARTMENT**

**1200 THIRD AVENUE, SUITE 200, MS 56P**

**SAN DIEGO, CA 92101**

**ATTN: CONTRACT SPECIALIST**

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## **1.0 INTRODUCTION**

- 1.1** This is the City of San Diego's (City) second step (in a 2-step process) or first step (in a 1-step process) in the selection process to provide Design-Build services for the STREET LIGHT CONVERSION DESIGN-BUILD CONTRACT (Project).
- 1.2** For a 1-step Design-Build process, the Design-Builders may disregard references to RFQ and documents in this RFP.
- The Design-Builder shall ensure that Design-Builder's license(s) used to qualify for the RFQ remain(s) valid when Proposal is submitted. Failure to comply with this requirement will result in:
- a) The rejection of the Proposal.
  - b) Removal of the Design-Builder from the short-list (for As-Needed Design-Build project).
- 1.3** This RFP describes the Project, the required scope of Work and Services, the Design-Builder selection process, and the minimum information that shall be included in the Proposal. Failure to submit information in accordance with this RFP's requirements and procedures may be cause for disqualification.
- 1.4** Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design shall not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, 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.

## **2.0 EQUAL OPPORTUNITY**

- 2.1** For 2 steps Design-Build process, all information provided and requirements set forth in Section 2 of the Request for Qualifications (RFQ) for the Project shall apply to this RFP process. The Design-Builder shall review the information, data, and documentation provided in the Design-Builder's Statement of Qualification and changes shall be identified in the Proposal; otherwise the information, as previously submitted, will be deemed complete and accurate.
- 2.2** As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City's expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.
- 2.3** The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.

- 2.4** The City has determined a **10% overall goal** with a minimum required **5% SLBE-ELBE** participation and a voluntary Subcontractor participation of **10%** equating to **20% in total** to enhance competition and maximize subcontracting opportunities.

A Proposal will be deemed non-responsive if it fails:

- a) to meet the minimum required subcontracting participation as shown on the Subcontractor and Supplier listings submitted with the Bid,
- b) to submit good faith effort documentation if Contractor fails to meet the SLBE-ELBE goal, or
- c) to provide a guarantee in the form of a commitment letter to the satisfaction of the City that the committed goals will be met after the Award.

No Construction NTP will be issued unless the Contractor has complied with these specifications.

The Design-Builders' commitment to the City's dedication to the principles of equal opportunity in achieving the voluntary subcontractor participation level will be evaluated as specified in the RFP.

The participation requirements shall be replaced by the requirements of the funding source when the Contract is funded by other agencies e.g., Federal and State.

### **3.0 PROJECT BACKGROUND AND DESCRIPTION**

See Attachment A.

### **4.0 SCOPE OF WORK AND SERVICES**

Work and Services required of the Design-Builder include those during design, construction and startup and 12 months operation of the Project. The Design-Builder shall provide all management, supervision, labor, services, equipment, tools, supplies, temporary facilities, and any other item of every kind and description required for the complete design and construction and operation of the Project, as described in Attachment A.

### **5.0 SELECTION PROCESS**

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

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

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

**5.1.2** The Technical Proposal shall be concise and well organized and shall demonstrate the Design-Builder's qualifications and experience applicable to the Project. Type size and margins for text pages shall be in accepted standard formats for desk top publishing and word processing and result in no more than 500 words per page. The Proposal shall be submitted in a single comb binder. 3-ring binders or hard covered binders will not be accepted.

- 5.1.3** When applicable, the Design-Builder shall certify that the documentation required under the Work Force Report and Equal Employment Opportunity (EEO) Plan and the Subconsultant Documentation of the RFQ remains correct and accurate. If any changes or modifications are required to the aforementioned documents, they shall be documented in the Work Force Report and EEO Plan forms included in the Contract Documents as attachments and submitted with the Proposal.

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

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

## **5.2 Price Proposal Requirements**

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

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

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

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

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

## **5.3 Submittal Requirements**

- 5.3.1** Technical Proposal

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

**5.3.1.2** One executed original, clearly and conspicuously marked on the cover, and six (6) copies are to be submitted in a sealed package marked “Technical Proposals” clearly and conspicuously in its face. The following information will be clearly marked on the outside of each package:

Name of Design-Builder

Project Title

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

Marked “CONFIDENTIAL” (in red)

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

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

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

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

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

Design elements which deviate from the scope of Work, City’s design guidelines, or material substitution which differs from the Approved Material List shall be highlighted in accordance with Section 10 “Exception to this RFP” of the Proposal and brought to City’s attention during the presentation and interview.

**5.3.1.7** Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda, which will be uploaded to City’s online service(s) e.g., e-Bidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents for Minor Construction contracts).

Questions received less than 14 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder’s responsibility to become informed of any addenda that have been issued and to include all such information in its Bid.

**5.3.2 Price Proposal**

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

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

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

Name of Design-Builder

Project Title

“Price Proposal” Marked “CONFIDENTIAL” (in red)

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

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

**5.4 Review of Technical Proposal**

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

**5.4.2** Subsequent to receipt, the City will provide written notice of the schedule for technical evaluations..

**5.5 Not Used**

**5.6 Final Selection (Weighted Criteria)**

The Panel will review all Proposals received and interview each Design-Builder. Based on the Design-Builder’s Proposal, interview and the Project’s Evaluation Criteria, the Panel will rank the Design-Builders by determining the score which shall be calculated as follows:

**5.6.1** A maximum of 60 points will be assigned for the Contract Price as bid. Maximum price points will be assigned to the lowest dollar bid and all other are scaled inversely proportional to that amount.

**5.6.2** A maximum of 40 points will be assigned for the qualitative criteria noted in Attachment ‘B’ of this RFP. All Proposals shall receive scores based on 40 times the average of the composite ratings provided by the Panel.

**5.6.3** The Apparent Winner will be the team with the highest total score earned from 5.6.1 and 5.6.2. The following example summarizes and illustrates the process:

Design-Builder	Composite Rating	Qualitative Score (40 Maximum)	Price Proposal	Price Score (60 Maximum)	Total Score (100 Maximum)
A	85.00	34.00	\$1,629,000.00	55.62	89.62
<b>B</b>	<b>88.00</b>	<b>35.20</b>	<b>\$1,546,000.00</b>	<b>58.60</b>	<b>93.80</b>
C	73.00	29.20	\$1,510,000.00	60.00	89.20

All figures will be rounded off to two decimal places.

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

The City of San Diego has collaborated with other local municipalities and local governmental agencies (SLWG) in a SDG&E sponsored Peer to Peer Street Light Working Group, SLWG. The SLWG was formed to collaborate on common street light goals with the concept of potentially using our joint purchasing power for street light conversion projects. The SLWG has assembled technical cobra head street light specifications used in this RFP in Attachment A-2. This RFP may be used by other local municipalities to select, or "piggyback" on this design build process to identify a design builder to convert street lights in their municipality. The street light quantities identified in this RFP do not reflect street lights in any other municipality. This RFP is a stand-alone process, however within the auspices of a public bidding process enables other municipalities to utilize this competitive process to select a design builder and enter into a construction contract for their jurisdiction. If other municipalities utilize this process, they will be responsible for the agreement with the selected design builder independently of this RFP. This RFP provides the means of a competitive selection process to enable other municipalities within the Southern California region to accelerate their selection process by “piggybacking” on this RFP.

**6.0 Policies, Procedures and Guidelines**

- 6.1** The Program's Selection Process is based on the policies, procedures and guidelines contained in the City Municipal Code Chapter 2, Article 2, Division 33.
- 6.2** A Ranking Panel (Panel) will be established for this project and will include representatives from the City and may include other interested parties (e.g., Participating Agencies, representative from the Community at Large, as required and other agencies e.g., the State Water Resource Control Board, etc.).
- 6.3** The Panel will review all proposals received and when required interview each Design-Builder in accordance with Attachment ‘B’ of this RFP. Based on the Design-Builder's Proposal, interview and the Project’s Evaluation Criteria, the Panel will rank the Design-Builders as to qualifications in a public meeting. The Panel will forward its ranked listing of Design-Builders to the Mayor or designee. The public meeting will take place at the

Purchasing & Contracting Department (P&C), 1200 Third Avenue, Suite 200, San Diego, California, 92101 as scheduled below.

- 6.4** The Mayor or designee will make the final selection concerning the proposed agreement. The City Council will authorize the Mayor or designee to approve the Contract.

**7.0 EVALUATION CRITERIA**

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

**8.0 SELECTION AND AWARD SCHEDULE**

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

<b>8.1</b>	Pre-Proposal Meeting	December 21, 2010
<b>8.2</b>	Proposal Due Date	January 6, 2011
<b>8.3</b>	Reserved	
<b>8.4</b>	Public Ranking Meeting	January 13, 2011
<b>8.5</b>	Selection and Notification	January 14, 2011
<b>8.6</b>	Receipt of Bonds and Insurance Certificates	January 28, 2011
<b>8.7</b>	Notice to Proceed	February 7, 2011

**9.0 PRE-PROPOSAL ACTIVITIES**

**9.1 Questions Concerning RFP**

All questions regarding the RFP shall be presented in writing to the PM at the USPS or the e-mail address identified in the Contract Front End Volume 1, Invitation to Bids (see Attachments).

**9.2 Pre-Proposal Meeting**

A Pre-Proposal meeting will be held on, *from 10:00 A.M. to 11:00 A. M., at 1200 Third Avenue, large conference room, San Diego, CA, 92101*. All potential responders are required to attend. Any materials distributed at the meeting will be issued to all RFP recipients in the form of an addendum to this RFP. It is not necessary for all members of a Design-Builder's team to be present at the Pre-Proposal Meeting, however, the Design-Builder will be held accountable for receiving and applying all information discussed at the Pre- Proposal Meeting.

**9.3 Revision to the RFP**

The City reserves the right to revise the RFP prior to the date that Proposals are due. Revisions to the RFP will be mailed to all RFP holders. The City reserves the right to extend the date by which the Proposals are due.

## **10.0 SPECIAL CONDITIONS**

### **10.1 Reservations**

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

### **10.2 Public Records**

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

### **10.3 Right to Cancel**

The City reserves the right to cancel, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Design-Builders will be notified in writing by the City. The City reserves the right to award only the first 10,000 cobra head street lights at this time.

### **10.4 Additional Information**

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

### **10.5 Public Information**

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

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

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

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

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

10.7.1 The City has made available a sample for review on street lighting list identified in Attachment A-1, as the Reference Documents related to the Project. Use of the list shall be for general project background information only, and shall be used at the Design-Builder’s risk. No responsibility is assumed by the City for the completeness or accuracy of the list. Discrepancies in the locations and voltages identified on the Attachment A-1 list are anticipated.

**10.7.2** The following documents are attached to the SOW (Attachment ‘A’):

- **Attachment A-1** STREET LIGHT LIST OF LOCATIONS – SAMPLES
- **Attachment A-2** COBRA HEAD STREET LIGHT SPECIFICATIONS
- **Attachment A-3** MINIMUM REQUIREMENTS
- **Attachment A-4** CLIMATE ZONE AND CCT MAPS
- **Attachment A-5** MILESTONES

## **10.8 Use of Global Information System (GIS)**

The Design-Builder will be required to use GIS. GIS drawings, lists, maps, and other work shall be produced by the Design-Builder, Consultants and Subconsultants using GIS standard software.

## **10.9 Scheduling and Management Reporting Systems**

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

**10.9.1** The City will require the Design-Builder to submit and maintain a task-oriented computerized schedule for completing the Work over the life of the Project. The Design-Builder will be required to submit to the City weekly GIS maps and street light lists identifying the locations of street lights that have been retrofitted. On a weekly basis, the Design-Builder will be responsible to identify the street lights converted and provide an updated list of street lights converted. The updated street light list will include the SDG&E street light number for each street light converted. The SDG&E list of street lights, identified in attachment A-1 as a sample is a unique street light number assigned to each street light. The design builder will be responsible for matching each street light location on the two street light lists, thereby merging the two street light lists into one (1) comprehensive street light list that contains the street light data contained in City list A-1 and the SDG&E street light number. The comprehensive list will be in Microsoft Excel format or other acceptable electronic format such as a GIS database.

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

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

**10.10 Project Schedule**

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

- a. Approve project schedule January 2011
- b. Issue Notice of Completion June 2012

For the Contract Time refer to Contract Front End Volume 1, Invitation to Bids (see Attachment C and A-4 for the milestone schedule).

**10.11 Acknowledgement of Addenda**

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

**10.12 Additional Special Conditions**

The Design-Builder shall extend to the City a Proposal validity period not to exceed 120 calendar days without the written consent of the City and the Design-Builder. The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which would be adjusted as mutually agreed upon by the City and the Design-Builder. The Design-Builder, by submitting a response to this RFP, agrees to provide the Proposal team and services for the terms and conditions noted in this RFP and its attachments, if awarded by the City.

**10.14** The agreement, terms and conditions are included in The City’s Front End Contract Documents Volume 1 and 2, GREENBOOK Part 1, and the City Supplement.

**10.15** This contract shall comply with the special terms and conditions established by the funding agency; California Energy Commission Department. Refer to Attachment E of this specification

## ATTACHMENT A

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

#### Engineering & Capital Projects Department

##### 1.0 Project Description:

The purpose of the project is to retrofit approximately 38,700 existing High-Pressure Sodium (HPS) and Low-Pressure Sodium (LPS) streetlights with induction type street light fixtures. All the streetlight fixtures to be converted are in the right-of-way outside the Mt. Palomar 30 mile radius. The existing pole, mast arm, and other infrastructure related to the streetlight shall remain in place; only the street light fixtures with new photocell will be replaced. Attachment A-1 is a sample street light list with locations with type of fixture, wattage, and their respective attributes. The comprehensive street light list of the 38,700 is available on the City FTP website: <ftp://ftp.sannet.gov/OUT/Purchasing-Contracting>. Specifications have been developed for cobra head fixtures. This project includes the design, selection, and installation of new induction type fixtures that meet prescribed City criteria. The City Council has approved a maximum Correlated Color Temperature (CCT) of 4000 Kelvin. Due to the characteristics of various lighting technology, induction technology has been designated over other lighting technologies such as LED, as the designated technology to be used throughout this project. Properties of other technologies, such as LED, do not have the desired verified lamp life as the induction technology at a CCT of 4000 Kelvin. A CCP map is shown on Attachment A-4. In summary, 3000 Kelvin will be installed within a 30 to 35 mile radii and 4000 Kelvin beyond a 35 mile observatory radii, per A-4. The Design Builder shall be responsible to submit the final cobra head fixture recommendation via the submittal process for City review and written approval. A minimum 10 year warranty, in accordance with Standard Special Provisions (SSP) Section 6-8 is required for the induction fixtures.

A 10 year warranty shall be for the complete fixture, excluding photoelectric cell. To clarify, if there is a streetlight failure and the cause of the failure is anything other than a photocell or interruption of the electrical service, accidents, or other acts Supplemental Special Provisions; the design builder will be responsible for its replacement for 10 years after the streetlight is installed.

##### 2.0 Technical Description:

1. Submittals will be required for all street light fixtures in the RFP review by the Panel. Once the RFP is awarded, written City approval is required before any material is ordered.
2. All incentives will be coordinated by the City, the design builder shall not be involved in any utility sponsored incentives.
3. Federal Department of Energy (DOE) requirements apply as designated in the appropriate attachments. These include but are not limited to buy American provisions and Davis-Bacon labor compliance, and display of on-site Department of Energy signage indicating the funding is provided by a the Recovery Act project. For details, see web site: [http://eere.energy.gov/wip/pdfs/doe\\_arra\\_signage\\_interim\\_guidance.pdf](http://eere.energy.gov/wip/pdfs/doe_arra_signage_interim_guidance.pdf)
4. Confirm data including the voltages and locations and update the list as new fixtures are installed because they may vary from the list indicated on Attachment A-1.

5. The design builder is responsible to verify and report the actual voltage because the voltage listed in the existing streetlight list are not 100% accurate.
6. The design builder is not responsible to make repairs to the existing power supply electrical service if there is "no voltage" in the pole hand hole at the base of the pole.

Various types of state and federal funding were utilized for this project. Some of these funding requirements require that the funding be expended by certain milestones. The design builder shall demonstrate that they can comply with the established milestones identified in Attachment A-4.

### **3.0 Scope of Work:**

The first phase of the project includes the retrofit of approximately 10,000 cobra head streetlights. Cobra head type street light fixtures are mounted at the end of mast arm poles. Cobra head are distinct from post-top type light poles which have no mast arm. Cobra head fixtures shall have 3000 or 4000 Kelvin CCT induction type with full cut off IES type III photometric distribution. The below table describes the desired wattage conversion from the existing LPS and HPS fixtures to induction technology. The technical specifications for the cobra head fixture replacement are identified in Attachment A-2. Note, two types of streetlights are specified: One type for coastal climate zone 7 and the other type for inland climate zone 10 in accordance with Attachment A-4 Climate Zone Map. Photocells are required with each fixture in accordance with Section 3.3 in Attachment A -2.

Most of the phase 2 project funding is derived from Qualified Energy Conservation Bonds (QECCBs). The City has/will set up an escrow account for the QECCB portion of monthly Progress Payments to the Design Builder beginning in April 2011 with Payment #5 (Attachment A-5 Milestones). The Design Builder will receive the Phase 2 QECCB portion of monthly Progress Payments from the QECCB escrow account with the remaining portion of the monthly Progress Payment paid through the typical process, from City of San Diego. It is anticipated that the QECCB portion of the payment will be issued 15 working days from the date the Progress Payment is approved by the Resident Engineer. Note that most of the monthly progress payment are estimated from the 2600 street lights that must be installed monthly.

The second phase of the project will involve the retrofit of the approximately 28,700 cobra head streetlights. Attachment A-2 identifies the technical parameters that are desired for the cobra head type induction streetlights. The design builder is responsible for identifying the most suitable cobra head street light fixtures for City consideration on the retrofit project in the proposal. Attachment A-3 identifies the minimum manufacturer/vendor requirements. The design builder shall be required to identify the precise location of each streetlight converted by "tagging" each streetlight with a survey quality GPS. All the fixtures submitted by the design builder for City consideration shall meet the minimum manufacturer/vendor requirements identified in Attachment A-3.

Conversion Table

<u>Existing Fixture Wattage</u>	<u>Abbrev</u>	<u>Size</u>		<u>Induction Fixture Wattage</u>
High Pressure Sodium	HS	50		55
High Pressure Sodium	HS	70		55
High Pressure Sodium	HS	100		85
High Pressure Sodium	HS	150		85
High Pressure Sodium	HS	250		165
High Pressure Sodium	HS	200		No Change
High Pressure Sodium	HS	310		No Change
High Pressure Sodium	HS	400		No Change
Low Pressure Sodium	LS	35		55
Low Pressure Sodium	LS	55		55
Low Pressure Sodium	LS	90		85
Low Pressure Sodium	LS	135		165
Low Pressure Sodium	LS	180		165

The actual streetlight lists are on the FTP site (<ftp://ftp.sannet.gov/OUT/Purchasing-Contracting/>). Sample lists are identified in the Attachment A-1. The City of San Diego street light list identifies various attributes such as wattage, voltage, and location description of each streetlight. A task of this Design Build contract is to update and validate the City street light list. The City list will be used as the base list to identify and account for street lights converted. The SDG&E list identifies LS-2 street lights on the SDG&E inventory.

As Design Build crews convert street lights, additional street lights not indicated on the lists will be encountered. Below is the Conversion Procedure describing all the possible scenarios and how each situation shall be resolved.

The precise location of each street light converted shall be identified with survey quality GPS coordinate. This process will provide the precise location of each streetlight converted and serve as a basis for processing progress payments as streetlights are converted. Weekly lists of street light street lights converted shall be provided by the Design-Builder. The Design-Builder shall also provide maps of proposed locations to be upgraded and a comprehensive map of previously converted areas. Monthly progress payments will combine approximately four of these street light lists to serve as the basis of the monthly progress payment.

The updated streetlight list shall contain the unique SDG&E streetlight number identified on the SDG&E streetlight list shown on the FTP site. The Design-Builder may use "GIS software matching tools" to help coordinate lists, update maps, and maintained in inventory process lists and maps of proposed locations and areas that street lights have been converted. The updated street light list (ultimately to be used as the project as-built) will include the SDG&E unique street light number with GPS coordinates. Street lights encountered, but not identified on a current list shall be identified as "NEW" in the unique SDG&E number data field. The design builder will be responsible for matching each street light location on the

City list with the unique SDG&E number, thereby merging the two street light lists into one (1) comprehensive street light list.

The City street light data contains some GIS coordinates. The design builder will be required to submit updated maps indicating streetlights converted with their progress payment request. The design builder shall identify area conversion schedules on a GIS compatible map and Excel spreadsheet for written City approval prior to starting conversions in a particular area.

#### **4.0 Conversion Procedure**

**A. Street light identified on SDG&E and City lists:**

Convert the street light as indicated in the Conversion Table. Update the City street light list with the unique SDG&E number, GPS coordinates, and new street light data including date installed, wattage, voltage, serial number of the new street light fixture.

**B. Street lights identified on the City list, but not shown on the SDG&E list:**

Convert the street light as indicated in the Conversion Table. Update the street light list with GPS coordinate and new street light data including date installed, wattage, voltage, serial number of the new street light fixture. A unique street light number will be assigned by SDG&E the design builder will not be responsible to identified to a unique SDG&E number. Indicate “NEW” in the unique SDG&E number field on the spreadsheet.

**C. Street lights identified on the SDG&E list, but not shown on the City list:**

Convert the street light as indicated in the Conversion Table. Add the street light to the City list with the unique SDG&E number, GPS coordinates, and new street light data including date installed, wattage, voltage, serial number of the new street light fixture.

**D. Street lights not shown on any list:**

Do not convert these lights. Add the location description of the street light to the City list with GPS coordinates, existing street light wattage and designate “SDG&E Street Light”

Monthly progress reports shall include the updated streetlight data identified above, with the unique SDG&E streetlight number to identify the number of streetlights converted that month. The reports shall include the currently listed data and amended data including but not limited to two location descriptions, GPS coordinate, the date of conversion, existing wattage, new street light type (induction), voltage, new wattage, SAPID and the SDG&E unique streetlight number. All lists and reports shall be compatible with Microsoft Excel and GIS database formats. See the sample list on attachment A-1.

**5.0 REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards which are on file in the office of the Engineering & Capital Projects Department:

1. STANDARD SPECIFICATION

<u>Document No.</u>	<u>Filed</u>	<u>Description</u>
PITS05040901	05-04-09	Standard Specifications for Public Works Construction (GREENBOOK), 2009 Edition
PITS090110-1	09-01-10	City of San Diego Supplement, 2010 Update (See The WHITEBOOK)
PITS090110-1	09-01-10	City of San Diego EOCP General and Subcontracting Requirements, 2010 Update, (See the WHITEBOOK)
AEC1231064	12-31-06	California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006)
AEC0925062	09-25-06	Caltrans 2006 (US Customary) Specifications

**NOTES:** The City of San Diego Supplement, 2010 Update now consolidates various City Public Works Construction Standard Specifications which in the past were included in the Supplementary Special Provisions. The Bidders' attention is directed to this edition of the City Supplement for a close review to ensure no important information is missed for the preparation of the Bids.

2. STANDARD DRAWINGS

As listed on the detailed plans and specifications.

<u>Document No.</u>	<u>Filed</u>	<u>Description</u>
AEC1230163	12-31-06	City of San Diego Standard Drawings including Regional Standard Drawings
N/A	Varies	City Standard Drawings – Approved Updates For Use*
AEC0925061	09-25-06	Caltrans 2006 U.S. Customary Unit Standard Plans

**NOTES:** The Reference Standards and additional drawings approved for use when specified are available on the City's website: <http://www.sandiego.gov/engineering-cip/services/consultcontract/edocref/index.shtml>. California Department of Transportation, MUTCD 2006 is available at the local Caltrans Office, 4050 Taylor Street, San Diego, CA 92110 or from <http://www.dot.ca.gov>.

## SDG&amp;E SAMPLE STREET LIGHT DATA (SEE FTP SITE FOR COMPLETE LIST)

CITY SAP-ID	CITY LOCATION DESCRIPTION	MODEL	TYPE	THOMAS BROS	X Coordinate	Y Coordinate
SX-009461-002	6061 COLLEGE AV @ EL CAJON BL SW	Cobra	HIGH PRESSURE SODIUM-250	1269-E5	6310461.346	1857715.688
SS-007560-001	COLLEGE AV S/O EL CAJON BL 200' W/S	Cobra	HIGH PRESSURE SODIUM-150	1250-J4	6310463.222	1857586.277
SX-009541-001	4560 COLLEGE AV @ COLLEGE WY SW-4560	Cobra	HIGH PRESSURE SODIUM-250	1228-G7	6310507.118	1857429.403
SX-009544-001	CAROL ST @ COLLEGE WY SW-176815	Cobra	HIGH PRESSURE SODIUM-150	1250-J4	6310447.875	1857202.778
SX-009627-001	BRADFORD ST @ COLLEGE WY SW-P178456	Cobra	HIGH PRESSURE SODIUM-150	1250-J4	6310521.500	1856983.000
SX-009673-001	COLLEGE WY @ ESTELLE ST NW-677426	Cobra	HIGH PRESSURE SODIUM-150	1330-E6	6310430.500	1856768.500
SX-009660-002	COLLEGE AV @ ESTELLE ST W/S	Cobra	HIGH PRESSURE SODIUM-250	1269-E5	6310652.361	1856777.660
SX-009676-001	60TH ST @ ESTELLE ST W/S (N INT)-P176053	Cobra	HIGH PRESSURE SODIUM-250	1228-H1	6310061.500	1856692.818
SX-009686-001	60TH ST @ ESTELLE ST E/S (S INT)-P176054	Cobra	HIGH PRESSURE SODIUM-150	1351-D4	6310125.000	1856646.750

## SAMPLE CITY OF SAN DIEGO STREET LIGHT DATA (SEE FTP SITE FOR COMPLETE LIST)

CITY SAP-ID	CITY LOCATION DESCRIPTION	MODEL	TYPE	THOMAS BROS	X Coordinate	Y Coordinate
SX-009461-002	6061 COLLEGE AV @ EL CAJON BL SW	Cobra	HIGH PRESSURE SODIUM-250	1269-E5	6310461.346	1857715.688
SS-007560-001	COLLEGE AV S/O EL CAJON BL 200' W/S	Cobra	HIGH PRESSURE SODIUM-150	1250-J4	6310463.222	1857586.277
SX-009541-001	4560 COLLEGE AV @ COLLEGE WY SW-4560	Cobra	HIGH PRESSURE SODIUM-250	1228-G7	6310507.118	1857429.403
SX-009544-001	CAROL ST @ COLLEGE WY SW-176815	Cobra	HIGH PRESSURE SODIUM-150	1250-J4	6310447.875	1857202.778
SX-009627-001	BRADFORD ST @ COLLEGE WY SW-P178456	Cobra	HIGH PRESSURE SODIUM-150	1250-J4	6310521.500	1856983.000
SX-009673-001	COLLEGE WY @ ESTELLE ST NW-677426	Cobra	HIGH PRESSURE SODIUM-150	1330-E6	6310430.500	1856768.500
SX-009660-002	COLLEGE AV @ ESTELLE ST W/S	Cobra	HIGH PRESSURE SODIUM-250	1269-E5	6310652.361	1856777.660
SX-009676-001	60TH ST @ ESTELLE ST W/S (N INT)-P176053	Cobra	HIGH PRESSURE SODIUM-250	1228-H1	6310061.500	1856692.818
SX-009686-001	60TH ST @ ESTELLE ST E/S (S INT)-P176054	Cobra	HIGH PRESSURE SODIUM-150	1351-D4	6310125.000	1856646.750



**COBRA HEAD STREET LIGHT SPECIFICATIONS**

**1 GENERAL LUMINAIRE REQUIREMENTS**

- 1.1 Each luminaire shall consist of an assembly that utilizes induction light components as the light source.
- 1.2 “Buy American” Requirement: Some aspects of state and federal grants and loan programs require “Buy American.” The supplier shall provide documentation that the supplied product complies with “Buy American” clause at time of submittal.
- 1.3 Operating Temperature: The luminaires shall be designed to operate at an average nighttime temperature of 70°F. The ambient operating temperature range shall be 30°F to +130°F. The fixture shall be capable, for example, when a photo cell fails, of operating without long term degradation at temperatures to 150°F without compromising the warranty.
- 1.4 Non Operating Temperature: The climate zone where the fixtures are installed affects the life of the fixture. The expected life of the fixtures installed in inland zones is shortened due to warmer temperatures compared with coastal zones. Therefore, two temperature ratings will be required in accordance with the installed location of the fixture. The Title 24 climate zones will be used to determine fixture boundary zones and their associated temperature ratings. The climate zones are identified on Attachment A-4 “SAN DIEGO CLIMATE ZONES” map. Provide documentation from the fixture manufacture that the generator can survive a non-operating temperature of +176°F (+80°C) in climate zone 10, ; and 158°F (70°C) in Climate Zone 7 without affecting the generator life.
- 1.5 UL Listing: Fixture shall include UL label. The fixtures shall be UL/CUL Listed, and UL listed for Wet Locations. The UL listing shall include the pole mounting assembly.
- 1.6 Components: Induction components shall be interchangeable amongst similar wattages for common fixtures without requiring use of special tools. Troubleshooting components shall not require special diagnostic tools or individual energy usage metering systems.

**2 ELECTRICAL REQUIREMENTS**

- 2.1 Operating Voltage: The luminaire shall operate within one of two voltage categories (110 to 120; and 200 to 277) Volts AC (VAC). The fixtures shall be capable of operating in the range of voltages in each category. Fluctuations of line voltage within these categories shall have no visible effect on the luminous output. It is understood that the quantity of fixtures in each voltage category will be identified when fixture orders are placed. External Transformers are not permissible as components for the luminaire input voltage.
- 2.2 Power Factor: Power supply should have a minimum Power Factor of 90.
- 2.3 Harmonic Distortion: The total harmonic distortion shall not exceed 10%. An integral factory installed standard ballast is required that includes inherent thermal protection.
- 2.4 In-Rush Current: The in-rush current shall be limited to 16 amps for 60 – 90 Watt and 28 amps for 150 - 165 Watt for duration no longer than 170 μs. Leakage current shall not exceed 0.5 milliamps.
- 2.5 Ignition Time: The ignition time for the lamps shall be less than 1.0 seconds

- 2.6 Surge Suppression: The luminaire on-board circuitry shall include Surge Suppression Devices (SSD) to withstand high repetition noise transients as a result of utility transients, and other interference. SPD shall conform to UL 1449 or UL 1283, depending on the components used in the design.

### 3 CONTROLS

- 3.1 Photocell Receptacle: Each luminaire shall have a prewired 3-prong (twist-lock) ANSI C136.10 photocell receptacle.
- 3.2 Dimming: The fixtures shall have the capability of being dimmed to at least 50% output. (Each City will determine the merits of dimming and incorporate those requirements in the specification as needed)
- 3.3 The Design Builder shall furnish a photo cell with each fixture. The photo cell shall have a silicon light sensor comply with ANSI 136.1 0 – 1996, and have MOV surge protection. The photo shells shall have a minimum four year warranty. The photo shells shall be capable of fail in the “on” control. It shall be capable of inverse ratio controls. It shall be suitable for roadway applications in the design builder shall provide submittal on this component after award. The photos cell shall be American Electric Lighting model number DP 124-1.5-T-J-BK or approved equal.

### 4 INTERFERENCE REQUIREMENTS

- 4.1 Radio Frequency Interference (RFI) Requirements: Power supplies shall meet FCC 47 CFR Part 18.
- 4.2 In the event that equipment fails to comply with FCC 47 CFR 18 the fixture will be considered failed and adjustments in compensation will be administered in accordance with section 10 Warranty.

### 5 COOLING SYSTEM

- 5.1 Thermal Management: See specification 1.3 regarding climate zones. Thermal management of the heat generated by the induction components shall be of sufficient capacity to assure proper operation of the luminaire over the expected useful life of more than 100,000 hrs at specified operating temperature range and climate zone. It is recognized that heat dissipation will be managed differently depending on the climate zone that the fixture is installed.
- 5.2 Light Output Variation: The light output variation shall not deviate greater than 15% over 40°F to +130°F operating temperature variation.
- 5.3 Thermal management: shall be passive by design and shall consist of a heat sink with no moving mechanical parts or liquids.

### 6 ROADWAY APPLICATION REQUIREMENTS and OPTICAL ASSEMBLY

- 6.1 Correlated Color Temperature (CCT): CCT shall be 3000 or 4000 Kelvin for the City of San Diego or as determined by other local agencies or cities.
- 6.2 Color Rendering Index (CRI): Luminaires shall have a minimum CRI of 80.
- 6.3 Optics: The luminaire shall conform to the Illuminating Engineering Society (IES) definition of “cut-off”, with no illumination above an angle of 90 degrees above the nadir. The fixtures shall be International Dark-Sky Association (IDA) compliant with RP-8, adapted 2005. Submittal documentation shall include “Dark Sky” compliance.

- 6.4 Reflector: The reflector shall be precision formed aluminum with heat/impact resistant tempered flat glass. The reflector assembly shall have a chemically bonded lightweight non-breakable silicate coating. The reflector shall be a nonporous surface that maintains a bright specular finish. The reflector shall contain a coating that inhibits the accumulation of dirt and promotes ease of cleaning the reflector, which may be accomplished with the application of compressed air to remove foreign materials such as dust. The reflector assembly shall have an air filter with integral felt gasket or filter (or equivalent air-quality filtering system) to inhibit entry of particulates into the fixture assembly for dirt depreciation maintenance. Climate zone 7 shall conform to ASTM B117-09 test procedure (50,000 hours of exposure to salt fog testing). See Specification 1.3 and Exhibit A-4 for climate zone description.

## 7 PHYSICAL/MECHANICAL REQUIREMENTS

- 7.1 Fixture Luminaire: The luminaire shall be a single, self-contained device, not requiring on-site assembly for installation. The power supply for the luminaire shall be integral to the unit.
- 7.2 Maximum Dimensions: 36" long by 19" wide by 12" tall.
- 7.3 Weight: Luminaire shall not weigh more than thirty five (35) pounds
- 7.4 EPA: Max EPA shall be determined by individual agency based on agency pole specifications and local wind maps.
- 7.5 Assembly Housing: The housing shall be primarily constructed of die cast aluminum, or steel; corrosion resistant paint. Finish shall be gray in color, powder coated and rust resistant. The fixture openings and doors shall be sealed and gasketed. The components within the fixture assembly shall be easily accessible with a two-piece hinged door separable from the upper assembly. The lower door shall be removable. All screws shall be stainless steel. Captive screws are required on accessible components that require maintenance after installation. No parts shall be constructed of polycarbonate unless it is UV stabilized (lens discoloration shall be considered a failure under warranty).
- 7.6 Generator Compartment Requirements: Provide a separate generator compartment, easily accessible with a "plug and receptacle" type conductor so that the generator can be easily removed from the fixture and remain attached to the fixture (i.e. using a lanyard or restraining device to avoid having the generator falling out). The power door shall be hinged and secured to the luminaire housing separately from the optical chamber. The door shall be secured to the housing in a manner to prevent the door from accidentally opening. The power supply shall be electrically connected to the power door with a NEMA rated quick disconnect device.
- 7.7 Access: Provide easy access to internal components. Include an external latch capable of being operated with one hand. No internal components shall fall out when the lower door assembly is opened. Seams shall be CNC formed and TIG welded.
- 7.8 Lens Requirements: The lens shall be tempered glass ¼" thick lens, or approved equal with gasketed door.
- 7.9 Mast Arm Mounting Connection Requirements: Luminaires shall mount on min 1-5/8" OD to max 2-3/8" OD horizontal tenon with no more than four (4) 9/16" hex bolts and a two-piece clamp(s). Luminaire leveling capability shall be integral to the fixture. Multiple mounting angle adjustments shall be provided to adjust the level of the fixture +/- 4 degrees from the horizontal.

- 7.10 Mechanical Requirements: The assembly and manufacturing process for the induction luminaire shall be designed to assure all internal components are adequately supported to withstand mechanical shock and vibration from winds.
- 7.11 Ingress Protection (IP) Rating: Climate zones 10, shall have an optical assembly with a minimum rating of IP-54. Climate zone 7 shall have a minimum IP-65 rating for the optical assembly. See Section 1.4 regarding climate zones as identified on an attachment A-4.
- 7.12 Terminal Block: Field wires connected to the luminaire shall terminate on a barrier type terminal block secured to the housing. The terminal screws shall be captive and equipped with wire grips (serrated strips on the terminal) for conductors up to #6 AWG wire size. Each terminal position and conductor phase designation (neutral, phase ground conductor) shall be clearly identified.
- 7.13 Components: All components, including circuit boards, shall conform to Chapter 1, Section 6 of the "Transportation Electrical Equipment Specifications" (TEES) UL 1598, and ANSI C 136 requirements. Painting: Powder coat painting of the housing shall conform to the requirements of the Caltrans Standard Specification and the Caltrans Standard Special Provisions. All applied coatings shall be free of lead and mercury. All fixture components shall be modular in design and recyclable.

## 8 LUMINAIRE IDENTIFICATION

- 8.1 Identification: Each luminaire shall have the manufacturer's name, trademark, model number, serial number, date of manufacture (month and year), and lot number as identification permanently marked inside each unit and the outside of each packaging box.
- 8.2 Identification: The wattage and voltage of the luminaire shall be able to be detected visibly from an observer standing at ground elevation at the base of the pole.
- 8.3 Identification of Operating Characteristics: The following operating characteristics shall be permanently marked inside each unit: rated voltage and rated power in Watts and Volt-Ampere, and Luminaire Efficiency Rating (LER).
- 8.4 Lamp Identification: Lamps shall be permanently marked with the correlated color temperature (CCT) rating in Kelvin, color rendering index (CRI), and wattage.

## 9 QUALITY ASSURANCE

- 9.1 Luminaires shall be manufactured in accordance with ISO9001.

## 10 MOVED TO SSP 6-8.3 DELETE THIS SECTION WARRANTY

## 11 PHOTOMETRIC DOCUMENTATION

- 11.1 IES Files: Submittals shall include IES files for each fixture type. As a benchmark, submittals shall include photometric test results for a 30 foot mounting height. The submittals shall include but not be limited to providing IES illumination metrics and IES sanctioned photometrics including point to point and uniformity calculations that identify maximum to minimum illumination ratios, luminance, and small target visibility calculations in accordance with IES RP-8, 2005 version. Each agency may identify any additional photometric criteria.

**Minimum Street Light Luminaire Manufacture/Supplier Requirements**

Selection of the street light fixtures will be highly scrutinized during the proposal evaluation. Attachment A-3 herein, identifies minimum street light luminaire requirements that shall be submitted with the initial proposal by the Design Builder. Failure to supply any portion of the minimum vendor requirement identified in this attachment will result in the proposal being considered non-responsive and ineligible for further consideration. These minimum street light requirements shall be coordinated with fixture vendors/manufacturers.

A single point of contact to represent the manufacturer/supplier is required. The Design Builder will provide the City with fixture submittals that most closely satisfy the technical specifications identified in Attachment A-2. All street light fixtures shall meet the minimum manufacturer requirements in this attachment. These manufacturer minimum manufacturer requirements will be applied to all street lights submittals before the technical specifications are considered. Street light products that do not meet the minimum requirements will not be will not further be considered selection process.

These minimum vendor requirements require a signature on each page. The signature recorded on each sheet shall be the person who signs the proposal documents in the Price Proposal Documents section of Volume 2.

There are potentially a maximum of six types of street lights that can be considered. Only one set of minimum vendor requirements shall be submitted with the proposal, with the exception of Qualification #4 Buy American. A Substantial transformation form shall be submitted for each street light fixture submitted as identified in Attachment C, Front End Volume 1, Section 5 (Funding Agency Provisions) Article 27 Buy American Certification, page 67.

<b><u>Induction Fixture Wattage</u></b>	<b><u>Climate Zone</u></b>
Cobra Head 50-55 Watt	7
Cobra Head 50-55 Watt	10
Cobra Head 80-85 Watt	7
Cobra Head 80-85 Watt	10
Cobra Head 150-165 Watt	7
Cobra Head 150-165 Watt	10

Minimum Street Light Supplier/Manufacturer Qualifications

Qualification #1 - 5 Years Experience

The Manufacturer of the proposed induction luminaires is required to have a minimum of five (5) years in business manufacturing UL Listed outdoor cobra street lighting. The Manufacturer shall provide and attach documentation to this sheet verifying this experience manufacturing UL Listed outdoor lighting. Include any additional experience in other street light technologies and types other than induction cobra street lights.

Manufacturer certifies to have been in business manufacturing outdoor cobra street lights from July 1, 2005 or earlier.

Yes \_\_\_\_\_ No \_\_\_\_\_

Other Street Light Technologies/Types:

Low Pressure Sodium Yes \_\_\_\_\_ No \_\_\_\_\_ Years Manufacturing \_\_\_\_\_

High Pressure Sodium Yes \_\_\_\_\_ No \_\_\_\_\_ Years Manufacturing \_\_\_\_\_

LED Yes \_\_\_\_\_ No \_\_\_\_\_ Years Manufacturing \_\_\_\_\_

Other Technologies Specify \_\_\_\_\_

Decorative/Acorn Yes \_\_\_\_\_ No \_\_\_\_\_ Years Manufacturing \_\_\_\_\_

Retrofit Kits Yes \_\_\_\_\_ No \_\_\_\_\_ Years Manufacturing \_\_\_\_\_

Please attach product specification sheets for Other Street Light Technologies/Types

Certified By

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

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

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

Minimum Street Light Supplier/Manufacturer Qualifications

Qualification #2 - Sale and Delivery of at Least 1,500 Induction Fixtures

The Manufacturer is required to provide proof of sale and delivery of at least 1,500 induction lighting fixtures similar to the items in this RFP to public agencies or utilities within the United States of America in the past three (3) years. This submittal should include the specific type, and to whom the items were delivered, and the total number installed to date. The Manufacturer shall provide and attach documentation to the RFP verifying this level of experience.

<u>Date</u>	<u>Name and Address</u>	<u>Contact Person Name</u>	<u>Number of</u>
<u>Contract</u>	<u>of the Customer</u>	<u>and Telephone Number</u>	<u>Street Lights Installed</u>

Certified By  
Print Name: \_\_\_\_\_

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

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

Minimum Street Light Supplier/Manufacturer Qualifications

Qualification #3 - Proof of Manufacturer's Authorized Distributor

The Manufacturer is required to be a manufacturer, or supplier's authorized distributor for induction street light luminaires and manufacturer-approved induction (and/ or street light retrofit kits that are submitted in this RFP). The Manufacturer shall attach, immediately behind this page, documentation to the RFP verifying their status as a manufacturer or a manufacturer's authorized distributor.

**NOTE: Manufacturer attachment included**

Yes \_\_\_\_\_ No \_\_\_\_\_

Identify a single point of contact for the manufacturers authorized distributor

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

E-mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Certified By

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

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

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

Minimum Street Light Supplier/Manufacturer Qualifications

Qualification #4 - ARRA Audit and “Buy America” Compliance

A portion of the funding for this project has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All Manufacturers, including both prime and subcontractors are subject to audit by appropriate Federal or State of California (State) entities. Manufacturer/supplier shall warrant by endorsement that they can and shall comply with the reporting and operational requirements of the ARRA audit process. Manufacturers/supplier shall also certify that all products to be provided in fulfilling this contract meet the “Buy America” requirements as set forth in the American Recovery and Reinvestment Act of 2009 (section 1605 of Title XVI). Submit Substantial Transformation form (as identified in Attachment C, Front End Volume 1, Section 5, Article 27 Buy American Certification).

Manufacture certifies that they shall comply with the reporting and operational requirements of the ARRA audit process.

Yes \_\_\_\_\_ No \_\_\_\_\_

Bidder certifies that all products to be provided in fulfilling this contract meet the “Buy America” requirements set forth in the ARRA.

Yes \_\_\_\_\_ No \_\_\_\_\_

Certified By  
Print Name: \_\_\_\_\_

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

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

Minimum Street Light Supplier/Manufacturer Qualifications

Qualification #5 - Certification to Current IES Definition of “Full Cut-Off” Light Distribution and IES Files

Manufacturer shall certify that luminaires shall conform to the current Illuminating Engineering Society (IES) definition of “Full Cut-Off”, with zero illumination above an angle of 90 degrees above the nadir.

Yes \_\_\_\_\_ No \_\_\_\_\_

Manufacturer shall provide IES files certified for each fixture type from an independent laboratory, IES- certified testing facility.

Design builder certifies that they shall provide IES files within 48 hours of request for each fixture type to be offered.

Yes \_\_\_\_\_ No \_\_\_\_\_

Certified By  
Print Name: \_\_\_\_\_

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

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

Minimum Street Light Supplier/Manufacturer Qualifications

Qualification #6 - Components Provision

Recently, due to claims of inferior induction street light construction, patent infringements and infringement upon intellectual properties, the manufacturer or authorized manufacturer's representative shall provide certification that the components used in the induction fixture are original equipment manufacturer components manufactured by either Phillips or Sylvania. We acknowledge that there are many manufactures of induction products however we are specifying that the critical components (Lamp (vessel) and generator) contained within the fixtures be Sylvania or Philips.

Yes \_\_\_\_\_

No \_\_\_\_\_

Certified By

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

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

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

Minimum Street Light Supplier/Manufacturer Qualifications

Qualification #7 - Delivery Performance

Design Builder shall certify that they have sufficient access to both the required product and labor resources to continuously supply a minimum of 2600 luminaires and/or retrofit kits per month beginning two months from the from the time of Notice to Proceed date through the completion of the contract. See Attachment A-5 for the particular milestones activities and related dates.

Yes \_\_\_\_\_

No \_\_\_\_\_

Certified By

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

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

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

Minimum Street Light design builder/Manufacturer Qualifications

Qualification #8 - Bonds and Securities

Design builder certifies that they have the financial capability to furnish the required bonds and securities (Material, Payment, and Securities) which the successful manufacturer shall be required to furnish during the design builder evaluation process.

Design builder certifies that they have the financial resources to furnish the necessary bonds and securities.

Yes \_\_\_\_\_

No \_\_\_\_\_

Certified By

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

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

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

Minimum Street Light Design Builder/Manufacturer Qualifications

Qualification #9 - Absence of Intellectual Property Disputes and Manufacturer's Certification of Warranty

Design Builder shall provide a notarized document indicating that the products supplied by the company, whom any future agreement or contract may be contemplated, is not named in any intellectual property dispute.

The Manufacturer shall attach immediately behind this page the **notarized** document described above.

**NOTE: Manufacturer attachment included**

Yes \_\_\_\_\_ No \_\_\_\_\_

Warranty Certificate:

Design Builder shall provide manufacturer's Certification of Warranty for a minimum of ten (10) years. Warranty shall include all components of the luminaire and labor cost for replacement.

The Manufacturer shall attach immediately behind this page documentation verifying that the induction luminaire model(s) being offered for this procurement are covered by the Manufacturer's Warranty.

**NOTE: Manufacturer attachment included**

Yes \_\_\_\_\_ No \_\_\_\_\_

Certified By  
Print Name: \_\_\_\_\_

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

Minimum Street Light Supplier/Manufacturer Qualifications

Qualification #10 - Fixture Photocell Receptacle and Identification Labels

Photocell Receptacle: Each luminaire shall have a prewired 3-prong (twist-lock) ANSI C136.10 photocell receptacle and photocell.

Each luminaire shall have the manufacturer's name, trademark, model number, serial number, date of manufacture (month and year), and lot number as identification permanently marked inside each unit and the outside of each packaging box.

Each luminaire shall have the wattage and voltage indicated on the bottom of the luminaire and text large enough so that it may be readily seen by an observer standing below the fixture.

**NOTE: Manufacturer compliance included?**

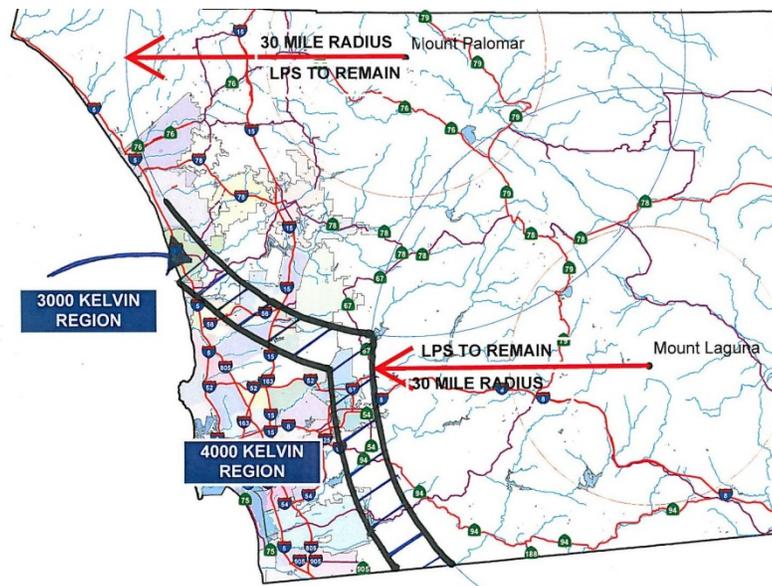
Yes \_\_\_\_\_ No \_\_\_\_\_

Certified By  
Print Name: \_\_\_\_\_

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

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

### San Diego Climate Zone Map



### San Diego 3000 and 4000 Kelvin CCT Map

Reference FTP website <ftp://ftp.sannet.gov/OUT/Purchasing-Contracting> for files Street Light PDF files

## Attachment A-5

### Street Lighting Milestones

#	<u>Month</u>	<u>Year</u>	<u>Milestone Activity</u>	<u>Monthly SL's completed</u>
1	Dec-10	2010	Issue Notice to Proceed to Design Builder, Initiate design of cobra head fixtures, Authorize mobilization/ start up cost reimbursement. Begin the fixture procurement process.	0
2	Jan-11	2011	Place order for first 10,000 cobra head fixtures	0
3	Feb-11	2011	Complete 2600 Cobra head conversions	2600
4	Mar-11	2011	Complete 2600 Cobra head conversions	2600
5	Apr-11	2011	Complete 2600 Cobra head conversions, Place Second order for 28,700 street lights	2600
6	May-11	2011	Complete 2600 Cobra head conversions Initiate post top retrofit design	2600
7	Jun-11	2011	Complete 2600 Cobra head conversions	2600
8	Jul-11	2011	Complete 2600 Cobra head conversions	2600
9	Aug-11	2011	Complete 2600 Cobra head conversions	2600
10	Sep-11	2011	Complete 2600 Cobra head conversions Complete Initial post top retrofit design	2600
11	Oct-11	2011	Complete 2600 Cobra head conversions	2600
12	Nov-11	2011	Complete 2600 Cobra head conversions	2600
13	Dec-11	2011	Complete 2600 Cobra head conversions	2600
14	Jan-12	2012	Complete 2600 Cobra head conversions	2600
15	Feb-12	2012	Complete 2600 Cobra head conversions	2600
16	Mar-12	2012	Complete 2600 Cobra head conversions	2600
17	Apr-12	2012	Complete 2600 Cobra head conversions	2300
			<b>Totals</b>	<b>38,700</b>

# ATTACHMENT B

## Environmental Services

### PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

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

1. Addenda to this RFP (PASS/FAIL)

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

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

2. Exceptions to this RFP (PASS/FAIL)

Attachment A-3 identifies the technical parameters that are desired for the cobra head type induction streetlights. The design builder is responsible for identifying the most suitable cobra head street light fixtures for City consideration, evaluation and written approval.

These minimum street light manufacturer/supplier qualifications shall be submitted with the initial proposal. The certification sheets are identified in Attachment A-3. This list is an abbreviated list of those requirements identified in attachment A-3

1. Five years of experience manufacturing streetlights
2. Sale and delivery of a minimum 1500 induction fixtures
3. Certification of manufacturers authorized distributor
4. Federal compliance with ARRA “Buy American” requirements
5. Certification of IES full cutoff distribution and Certification IES files are available upon 48 hours notice
6. Component Provision for Philips and Sylvania
7. Fixture Delivery Certification that 2600 cobra head fixtures can be installed per month
8. Certification of bonding for material (streetlight fixtures) and Certification of warranty
9. Absence of intellectual property dispute
10. Certification of photocell and labeling

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

3. Executive Summary (5 Points Maximum)

Include a one- to two-page overview of the entire Proposal describing the highlights of the Proposal. Failure to provide the executive summary will result in the RFP being considered non-responsive and ineligible for further consideration. Provide an executive summary not to

exceed three pages. Identify why the Design Build provides the best value. Current project challenges include identifying the induction fixture with the best value, mobilizing an effective workforce to accomplish the work by the identified milestones, and integrating street light lists. Identify the single point of contact for questions regarding the fixtures submittals. Provide relevant experience of key project personnel for each entity in the design build team. Identify any work experience for a municipality or governmental agency with dates of engagement, work description, costs and energy savings in kWh and payback period in years. Additional resumes of the key personnel may be appended to the three page executive summary.

4. **Project Team (5 Points Max)**

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

- a. Installation Subcontractors
- b. Electrical - Lighting Designer
- c. GIS and GPS Software Technicians

Identify the business ownership including the type of business venture (corporation, partnership, joint venture, etc.). Describe the organizational structure, providing a graphic representation of the organizational hierarchy that includes each entity (designer, consultant, contractor, subcontractor, vendor, and supplier) and the number of years each firm has been in business under its present name and/or organizational structure.

Identify whether any of the design build team members have been involved in any bankruptcy or reorganization in the last ten (10) years. If yes, please explain. Identify the number of years each entity assembled under the design build umbrella operated under its current name and/or management.

5. **Technical Approach and Design Concept (25 Points Max)**

The below matrix identifies the technical requirements for the streetlight luminaires. These criteria will be evaluated in accordance with the percentage or “Weight” identified. The score for this technical section will be prorated as 25 Points in the overall selection criteria. Design builders should describe how they comply with each attribute identified. Appropriate submittals should be included for each item. Each item indicated shall have the corresponding Attribute number as identified in the below matrix on the upper right corner of each submittal. These criteria will be used by the City to aid in making an informed evaluation of the Design-Builder’s technical approach.

## Luminaire Evaluation Matrix

#	Attribute	Weight
1	Compatibility and interchangeability of components amongst similar wattages and climate zones without requiring use of special tools. It is desirable for luminaires within the same climate zone to have interchangeable parts.	10%
2	Multiple Operating Voltages: It is desirable to have multi-voltage or multi-volt ballasts/generators so that one type of fixture is operable between 110 and 277 Volts AC. External transformers are not permissible as a component for the luminaire input voltage.	10%
3	Unspecified value, identify items or services offered in addition to those in the attached specifications or scope of work offered as part of the proposal. If none, please state "none".	5%
4	Ingress Protection (IP) Rating: Climate zone 7 street light fixtures with IP rating greater than IP-65 for the optical assembly. Climate zones 10 street light fixtures with IP rating greater than IP-54, for optical assembly.	10%
5	Thermal management of the heat generated by internal components. Heat dissipation may be managed differently depending on the climate zone that the fixture is installed. Provide fixture manufacture documentation of heat dissipation during Non Operating Temperatures for the fixtures submitted in climate zone 10, stating how that the generator can survive if a photo cell fails and the fixture is left on during daytime above temperatures of +176°F (+80°C). Similarly fixture manufacture documentation of heat dissipation during Non Operating Temperatures for the fixtures submitted in climate zone 7, stating how that the generator can survive if a photo cell fails and the fixture is left during daytime temperatures temperature can survive a non-operating temperature of +158°F (+70°C). Operating temperature rating: Fixtures that operate with higher ambient operating temperature range for zone 10 shall be 30°F to +130°F.	10%
6	Surge Suppression: identify how well the fixture manages to withstand high repetition transients as a result of utility transients. Provide documentation indicating how transients are suppressed with on-board circuitry for Surge Suppression utilizing Surge Suppression Devices (SSD)	10%
7	Dimming: Identify the degree of dimming capability availability to at least 50% output. Provide a matrix indicating Lumen output versus input wattage. Identify control circuitry for dimming (0 to 10 V external control or wireless control capabilities)	5%

8	Fixture assembly design, and construction workmanship including but not limited to: weight, optical reflector assembly, openings, seals and gaskets compartments component accessibility and ease of component access. Workmanship of fixture housing, component alignment, use of internal space, paint, non-corrosive parts including, screws, and mounting hardware. Components with “plug and receptacle” type connections hinged doors lanyards. Fixture construction to prevent the components from accidentally opening while providing ease of accessibility within the fixture, power supply connection to the power door with quick disconnect device.	10%
9	Extended Manufacturer’s Warranty: Will the manufacturer provide an extended warranty in excess of 120 months from the date of installation.	10%
10	IES Files photometric file review and lumen depreciation, fixture Lighting Efficiency Rating (LER). Provide submittals certified independent laboratory photometric test results for a 30 foot mounting height showing iso-foot candle and point-to-point foot candle measurements for each fixtures submitted. Fixtures submittals shall provide IES illumination metrics and including but not be limited to uniformity ratio, luminance, and small target visibility calculations in accordance with IES RP-8, 2005 version. (Note: Each agency may identify any additional photometric criteria.)	20%
	Total	100%

Part of #3 Above - Unspecified Value Added Offerings

The following page should be used to identify any offering of unspecified value.



6. **Identify Fixtures (10 Points Max)**

Submit fixture catalogue sheets from the manufacture for each fixture submitted. The panel will score each fixture in accordance with the specifications identified in Attachment A-2.

Those in final consideration will be asked to provide sample fixtures for evaluation.

<b><u>Induction Fixture Wattage</u></b>	<b><u>Climate Zone</u></b>	<b><u>Identify Fixture Make Model and Catalogue Number</u></b>
Cobra Head 50-55 Watt	7	
Cobra Head 50-55 Watt	10	
Cobra Head 80-85 Watt	7	
Cobra Head 80-85 Watt	10	
Cobra Head 150-165 Watt	7	
Cobra Head 150-165 Watt	10	
<b>Note: Design Builders in the final review process shall be required submit sample fixtures</b>		

7. **Design Builder Capability (20 Points Max)**

The below matrix identifies the capability requirements for the Design Builder. These criteria will be evaluated in accordance with the percentages identified. The score for this technical section will be prorated as 25 Points in the overall selection criteria. Design Builders shall described how they comply with each attribute identified. Each item shall contain the corresponding number identified in the below matrix.

## Design Builder Capability Matrix

#	Attribute	Weight
1	Local Representation – Percentage of work force from San Diego County. Ability to assemble local team of local subcontractors, vendors, and manufacturers.	10%
2	What experience does the design builder bring to the table to reach milestones, accelerate construction as needed to and maintain project milestone goals as identified in Attachment A-4. What is the track record on completing projects on time and within budget.	10%
3	Experience establishing and enforcing warranties including responsiveness to repair nonfunctional street lights.	10%
4	History of reliable street light fixture and component selection. Experience developing and/or designing “best practices” for street light systems with luminaire performance utilizing technical attributes such as measuring heat dissipation while preventing objectionable material such as particulate intrusion that cause lumen depreciation. Identify the number of street lighting patents for new technology that sustain the expected life or increase the efficiency of street lighting systems. Previous awards for design or construction.	10%
5	Experience selecting outdoor lighting fixtures. Expertise with IES criteria including but not limited to BUG ratings, small target visibility, luminance, illuminance for comprehensive evaluation of fixture criteria. and software used for evaluating photometrics, including S/P ratios	10%
6	Experience designing traffic control plans and obtaining traffic control permits.	5%
7	Organizational skills to mobilize workforces in an effective fashion to accomplish milestones. Ability to utilize several contractors and secure stream of material for a most effective contracting installation work force.	10%
8	Astronomy and Observatory understanding: Experience developing new technology that may reduce observatory concerns such as “scattering,” by developing and designing special phosphor vessel recipes by significantly reducing wavelengths less than 550 nanometers. Experience developing skyglow forecast for street light that would model or calculate the existing and proposed skyglow resulting from conversion to induction. Experience with adaptive technology, controls, and advancements in technology to reduce energy consumption during nighttime low-volume traffic flows .	10%
9	Experience with GIS (Geographical Information System) and GPS (Global Positioning System) and Microsoft Excel spreadsheets as they relate to modifying the street light lists identified on the FTP site. Ability to sort, match and modify the street light locations lists. Modify the City list by adding the unique SDG&E street light number to assemble and update the City street light list with location description, GPS coordinate, date of conversion, existing wattage, voltage, new wattage, SAPIID and the SDG&E unique streetlight number.	15%

10	Experience assisting with public outreach and community relations, presentations to the public, especially in moderating and responding to questions while maintaining positive image during difficult or tumultuous construction issues. Experience with agency or government large projects where the project activities are subject to public and media scrutiny.	5%
11	Experience or ability to comply with Department of Energy (DOE) requirements including but not limited to Buy American, Davis Bacon, and job creation reporting requirements to the DOE	5%
	<b>Total</b>	<b>100%</b>

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

As set forth in the RFQ and this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is City’s expectation that firms doing business with City, and are able to demonstrate, the same level of commitment.

a. Work Force Report

Include either a completed Work Force Report (see Attachment ‘C’) for its employees located within San Diego County only; or the specific actions consistently taken to ensure equal opportunity in their employment and subcontracting practices, including past performance and actions to be taken on this Project. The selected firm may be required to submit workforce data for a regional office prior to contract award.

b. Subcontractor Documentation

The Design-Builder shall provide with its Technical Proposal a listing of at least three largest Subcontractors (constructors only) for the Project and all other Subcontractors (design professionals, etc.) that are known at the time it submits its Proposal, using the form(s) provided in the Price Proposal forms found in Attachment ‘D’ of this RFP. Subcontractors include design professionals, as well.

Any changes to the listing of the proposed Subcontractors that have occurred in the information, required data or documentation submitted in the RFP shall be submitted in accordance this section, and shall be included in an attachment, which shall be entitled “Subcontractor Documentation” using the form(s) provided in the Price Proposal forms found in Attachment ‘D’ of this RFP.

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

c. Equal Opportunity Plan

The Design-Builder shall include in the Proposal a copy of the Equal Opportunity Plan submitted with its RFP. The plan shall include the specific steps the Bidder will

take to demonstrate their commitment to ensure all segments of the contractor, consultant and vendor community are provided the opportunity to compete on this project.

9 **Submittal Organization and Clarity (5 Points Max)**

The design builder shall submit the below forms as cover page for the referenced sections when submitting their proposal. Blank electronic forms are available on the FTP site. Additional information may be appended to the section. Clearly labeled the upper right-hand corner of each sheet with the corresponding reference number indicated in below table, and organize the proposal in accordance with the sections identified. The panel will use the forms submitted with each proposal to score. It is suggested that the design builder maintain this organization to score well, in category Section 9 **Submittal Organization and Clarity.**

Identify a single point of contact if questions arise regarding the proposal so that questions may quickly be resolved.

Identify a single point of contact for the manufacturers authorized distributor

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

E-mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_

#	Section 5 Technical Fixture Approach	Weight	Score
1	<b><u>Compatibility and Interchangeability of Parts:</u></b> Identify how the street light fixtures have interchangeable parts amongst common climate zones.	10%	
2	<b><u>Multi-Volt Operation:</u></b> Include fixture manufacturer’s documentation of multi-volt operation.	10%	
3	<b><u>Unspecified value:</u></b> Identify any other benefit that may not be identified in this request for proposal that can add value to the project	5%	
4	<b><u>Ingress Protection (IP) Rating:</u></b> Clearly identify each climate zone and provide manufacturer’s documentation of the IP rating.	10%	
5	<b><u>Thermal management:</u></b> Clearly identify thermal management designations with manufacturer’s written documentation.	10%	
6	<b><u>Surge Suppression:</u></b> Clearly identify transient suppression capabilities. Identify time on abscissa (horizontal, X axis) and Kilovolts on the ordinate (vertical, Y axis), with manufacturer’s written documentation of the surge suppression capabilities.	10%	

7	<b><u>Dimming</u></b> : Identify the degree of dimming capability availability to at least 50% output. Provide a matrix indicating graphical representation Lumens output versus input wattage. Identify Watts on the abscissa (horizontal, X axis) and lumens on the ordinance (vertical, Y axis). Identify how the dimming control circuitry functions and it can be integrated into a street lighting system. Identify percent dimming and whether there are wireless control capabilities that are compatible with “Smart-Grid” technology.	5%	
8	<b><u>Fixture assembly design</u></b> : Identify in order: Weight, optical reflector assembly, openings in fixture housing; removable and hinged access doors; lanyards and seals; gaskets and filters; component accessibility; component arrangement; power supply connections; internal space efficiency; internal parts and electrical components with “plug and receptacle” type connections; external parts including, screws, and mounting hardware; ergonomic compatibility; accessibility to optical assembly, generator, and power supply connections; fixture durability; workmanship and any other features not identified herein	10%	
9	<b><u>Extended Manufacturer’s Warranty</u></b> : Identify in months any warranty in excess of 120 months from the date of installation.	10%	
10	<b><u>IES photometric files</u></b> : Provide web link to IES files, Provide independent written documentation including but not limited to manufacturers lumen depreciation with hours on the (abscissa x-coordinate) of the Luminare Efficiency Rating (LER). Independent laboratory photometric test results for a 30 foot mounting height showing iso-foot candle and point-to-point foot candle measurements for each fixture submitted. Provide IES illumination the uniformity ratio, luminance, and small target visibility calculations in accordance with IES RP-8, 2005 version. (Note: Each agency may identify any additional photometric criteria.)	20%	
	Total	100%	

#	6. Design Builder Capability	Weight	Score
1	<b><u>Local Representation:</u></b> Provide a maximum of one page identifying percentages of local labor workforce work force (anticipated payments to business entities located San Diego County) on this project. The total must add to 100%. Include all components of contribution including but not limited to subcontractors, vendors, and manufacturers.	10%	
2	<b><u>Scheduling Work force and Reaching Milestone:</u></b> Provide a maximum of one page describing experience utilized to reach milestones, and potentially accelerate construction as identified in Attachment A-4. Separately provide an accounting of how projects have been completed on time and within budget.	10%	
3	<b><u>Warranty Enforcement:</u></b> Provide a maximum of one page describing experience enforcing warranties and ability to respond and replace nonfunctional street lights.	10%	
4	<b><u>Street Light “Best Practices”:</u></b> Provide a maximum of one page describing experience developing and/or designing “best practices” for lighting systems that include luminaire performance, heat dissipation, particulate intrusion, and lumen depreciation mitigation. Identify patents, new technology for sustaining lumen levels and the long expected luminaire life, and increase efficacy. Identify patents and awards for design or construction.	10%	
5	<b><u>Experience selecting outdoor lighting fixtures:</u></b> Provide a maximum of two pages describing expertise with IES files and lighting criteria including small target visibility, luminance, illuminance for comprehensive evaluation of lighting photometrics and fixture selection criteria. Identify software used for evaluating photometrics, including S/P ratios	10%	
6	<b><u>Traffic Control:</u></b> Provide a maximum of one page describing experience designing and implementing traffic control plans including obtaining traffic control permits.	5%	
7	<b><u>Mobilization and Organizational Skills:</u></b> Provide a maximum of two pages describing ability to utilize multiple contractors and procuring fixtures in an effective installation work force to accomplish milestones	10%	
8	<b><u>Astronomy Understanding:</u></b> Provide a maximum of two pages describing experience developing new technology that may reduce observatory concerns such as “scattering,” by developing and designing special phosphor vessel recipes by significantly reducing wavelengths less than 550 nanometers. Experience developing skyglow forecast for street light that would model or calculate the existing and proposed skyglow resulting from conversion to induction. Experience with adaptive technology, controls, and advancements in technology to reduce energy consumption during nighttime low-volume traffic flows. An additional page may be devoted to technical information regarding the virtues and problems with LED lighting as it relates to astronomy concerns.	10%	

9	<b>Experience with GIS (Geographical Information System), GPS (Global Positioning System), and Microsoft Excel spreadsheets:</b> Provide a maximum of two pages describing experience utilizing software to match the street lights on the City list with the unique SDG&E street light number. Identity means of modifying the street light lists identified on the FTP with GPS coordinates and providing GIS maps. Provide details how the City street light list can be updated with location description, GPS coordinate, date of conversion, existing SL type and wattage, voltage, new wattage, SAPID and the SDG&E unique streetlight number.	15%	
10	<b>Public Outreach:</b> Provide a maximum of one page describing experience performing public outreach and community relations, presentations to the public, especially in moderating and responding to questions while maintaining positive image during difficult or tumultuous construction issues. Experience with agency or government large projects where the project activities are subject to public and media scrutiny.	5%	
11	<b>Department of Energy (DOE) Requirements:</b> Provide a maximum of two pages describing experience or ability to comply with Department of Energy (DOE) requirements including but not limited to Buy American, Davis Bacon, and job creation reporting requirements to the DOE	5%	
<b>Total</b>		<b>100%</b>	

<b>5. Fixture Evaluation Matrix</b>			
<b><u>Induction Fixture Wattage</u></b>	<b><u>Climate Zone</u></b>	<b><u>Identify Fixture Make Model and Catalogue Number</u></b>	<b><u>Score 16.7% max for each</u></b>
Cobra Head 50-55 Watt	7		
Cobra Head 50-55 Watt	10		
Cobra Head 80-85 Watt	7		
Cobra Head 80-85 Watt	10		
Cobra Head 150-165 Watt	7		
Cobra Head 150-165 Watt	10		
<b>Note: Design Builders in the final review process shall be required submit sample fixtures</b>			

<b>Proposal Evaluation Matrix</b>			
<b><u>Section</u></b>	<b><u>Criteria</u></b>	<b><u>Max Points</u></b>	<b><u>Score</u></b>
1	Addenda to this RFP	Pass/Fail	
2	Exceptions to this RFP	Pass/Fail	
3	Executive Summary	5	
4	Project Team	5	
5	Technical Approach	25	
6	Fixture Evaluation	10	
7	Design Builder Compatibility	20	
8	EEOCP	25	
9	Submittal organization and clarity	5	
10	Reference checks	5	
	<b>Total Composite Rating</b>	<b>100</b>	

10. **Reference Checks (5 Points Max)**

Identify at least three references for each entity identified on the project team including subcontractors, designers, suppliers, and consultants.

**Total Points: 100**

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

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

CITY CONTACT: Tom Cartier, Address: 9601 Ridgeway Ct., Ste. 310, MS. 1103A, San Diego, CA 92123

[TCartier@sandiego.gov](mailto:TCartier@sandiego.gov) Ph (858) 492-6009 FAX (858) 492-5041

NB/RIR

## CONTRACT DOCUMENTS (DRAFT) FOR



## STREET LIGHT CONVERSION PROJECT DESIGN-BUILD CONTRACT

VOLUME 1 OF 2

SPECIFICATION NO.: \_\_\_\_\_ 5235DB

IO NO.: \_\_\_\_\_ 21002317

CLIENT DEPARTMENT: \_\_\_\_\_ 2115

PROJECT TYPE: \_\_\_\_\_ IH

### THIS CONTRACT IS SUBJECT TO:

THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION ("GREENBOOK") AND CITY SUPPLEMENT, 2010.

THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS INCLUDING SLBE-ELBE, DBE-DVBE-MBE-WBE-OBE, OR BOTH.

FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.

FEDERAL PREVAILING WAGE RATES.

APPRENTICE REQUIREMENTS.

PHASED FUNDING PROVISIONS.

THIS IS A STATE & FEDERALLY FUNDED CONTRACT THROUGH CALIFORNIA ENERGY COMMISSION DEPARTMENT

ATTENDANCE AT THE PRE-PROPOSAL MEETING IS MANDATORY

(((((((((((((((((((( ATTENTION ))))))))))))))))

The 2010 edition of the City of San Diego Standard Specifications for Public Works Construction (“WHITEBOOK”) now contains the following distinct Contract Documents:

- 1) **Equal Opportunity Contracting Program Requirements** - This Contract Document sets forth the requirements for the City’s equal opportunity contracting program. When additional requirements by the funding source e.g., federal or state agencies are physically included in the contract documents or by reference and there is a discrepancy, the funding source requirements shall govern unless specified otherwise in the Special Provisions.
- 2) **City Supplement** – The City Supplement shall be used in conjunction with the Standard Specifications for Public Works Construction (“GREENBOOK”), 2009 Edition. The specifications contained in City Supplement take precedence over the specifications contained in GREENBOOK, 2009 Edition.

Certain parts of the City Supplement have been highlighted in yellow for the convenience of the users only and shall not affect the interpretation of the Contract.

A limited number of hard copy editions will be available from the City (i.e., Development Services Department) at the time of adoption on a first come first served basis. Future requests from staff for additional prints should be directed to the City’s Print Shop. Electronic copy of this document may also be obtained from the City’s web site or by sending a request to: [mmaali@sandiego.gov](mailto:mmaali@sandiego.gov).

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## REQUIRED DOCUMENTS SCHEDULE

**This list is not exhaustive and is provided for the convenience of the Bidders and Contractors. The users are required to review the entire Contract Document and become familiar with the required documentation and the submittal schedule associated with each document.**

### THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SIGNED, AS REQUIRED, AND SUBMITTED WITH THE BID

Document	Type
Design-Build Proposal (Volume 2)	DB

### THE FOLLOWING DOCUMENTS MUST BE COMPLETED, SIGNED, AND SUBMITTED WITHIN 1 WORKING DAY OF BID OPENING BY THE 5 APPARENT LOW BIDDERS

Document	Type
Federal Good Faith Documentations	FED

### THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SUBMITTED WITHIN 10 WORKING DAYS OF BID OPENING, BY THE APPARENT LOW BIDDER

Document	Type
Pre-Award Schedule (Phased Funded Contracts Only)	A/N
Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided.	ALL

### THE FOLLOWING DOCUMENTS MUST BE COMPLETED, SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD

Document	Type
BB05 - Work Force Report	ALL
If the Contractor is a Joint Venture, the following information must be submitted: <ul style="list-style-type: none"> <li>○ Joint Venture Agreement</li> <li>○ Joint Venture License</li> </ul>	

REQUIRED DOCUMENTS SCHEDULE

**THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SIGNED AFTER APPROVAL OF AWARD OF CONTRACT AND PRIOR TO NTP**

<b>Document</b>	<b>Type</b>
Contract Forms	ALL
Contractor Certification - Drug-Free Workplace	ALL
Contractor Certification - American with Disabilities Act	ALL
Contractors Standards - Pledge of Compliance	ALL
Phased Funding Schedule Agreement (when required)	ALL

**THE FOLLOWING DOCUMENTS MUST BE COMPLETED, SIGNED, AND SUBMITTED BY THE 5<sup>th</sup> OF EACH MONTH DURING CONSTRUCTION**

<b>Document</b>	<b>Type</b>
CC20 - Monthly Employment Report	ALL
CC25 - Monthly Invoicing Report	ALL

**THE FOLLOWING DOCUMENTS MUST BE COMPLETED, SIGNED, AND SUBMITTED PRIOR TO ACCEPTANCE OF THE PROJECT OR TASK ORDER BY THE CITY**

<b>Document</b>	<b>Type</b>
CC05 - Contract Activity Report	DB
CC10 - Contract Change Order (CCO)	ALL
CC15 - Final Summary Report	ALL
Affidavit of Disposal	ALL

## DBE SPECIAL NOTICE

The City affirms that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit Bids in response to this invitation.

This Federally assisted project includes goals for Disadvantaged Business Enterprise (DBE) participation. DBE goal commitments and good faith efforts shall be made prior to bidding. DBE commitments and good faith efforts made after the Bid opening will not be considered for the Award of Contract.

The Bidder's attention is directed to the following for more detailed information:

- a) The City's document titled "WHITEBOOK" incorporated in this contract.
- b) The City's document titled "EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) CONSTRUCTION CONTRACTOR REQUIREMENTS FOR FEDERAL CONTRACTS INCLUDING HUD, FAA, EPA, & FEMA" incorporated in these specifications.

In the case where Bidder claims an inadvertent clerical error in listing Subcontractors, a notice of the claim must be submitted to the City of San Diego, in writing, within 3 Working Days after the time of the Bid opening, and copies sent to the Subcontractors involved.

Certified DBE Bidders shall meet the DBE goal or have a good faith effort. Certified DBE Bidders receive no credit toward the goal for their own DBE status.

The following are the federally required subcontracting participation requirements for this contract:

<b>WBE:</b>	<b>5%</b>
<b>DBE:</b>	<b>5%</b>
<b>DVBE:</b>	<b>3%</b>
<b>Hubzone:</b>	<b>3%</b>

# CITY OF SAN DIEGO, CALIFORNIA

## INVITATION TO BIDS

- 1. CONTRACT TIME:** Work shall be completed within [355] Working Days from the date of issuance of the Design Notice To Proceed.
- 2. CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the City has determined that the Contractor shall possess valid license(s) at the time that the Bid is submitted in the following classification(s).

- CLASS A or
- CLASS B or
- C10

Failure to possess the specified license(s) shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

- 3. WAGE RATES:** Prevailing wages are applicable to this project.
- 4. PHASED FUNDING:** The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with sections 9-3 and 6-1 of the Supplementary Special Provisions (SSP) prior to award of Contract.

Hildred Pepper, Jr.  
Director  
Purchasing & Contracting Department

## INSTRUCTIONS TO BIDDERS

- 1. PREQUALIFICATION OF CONTRACTORS:** The contractors who intend to submit a bid or proposal in response to this invitation to bid, or RFP's for GRC or As-Needed Design-Build Task Orders valued over \$50,000, must be pre-qualified for the City estimated Contract Price or the specified Task Order limits prior to the date of Bid submittal.

At no time can the cumulative total dollar value of the work awarded under Task Order authorizations to any individual Contractor exceed the limits for which the Contractor has been pre-qualified.

- a) If the Contractor is at its total prequalification limit with active work, the Contractor will not be eligible to compete for or be awarded a new Task Order authorization until they have completed and closed the prior Task Order(s), thus reducing the active total dollar value by a margin necessary to be able to compete for or be awarded a new Task authorization within their pre-qualified limit.
- b) For Design-Build As-Needed contracts, if the total active work issued would limit the RFP for a new Task Order authorization to only 1 eligible firm of the short-listed firms, thus creating a non-competitive situation, that Task Order authorization(s) will be held until enough active work is deemed by the City to be completed and closed, thereby creating available eligibility for competition, or the City at its sole discretion can advertize a new open RFP for the needed project requirement.

Bids from contractors who have not been pre-qualified as applicable, and Bids that exceed the maximum dollar amount at which contractors are pre-qualified, will be deemed non-responsive and ineligible for award or a Task Order authorization. Complete information and prequalification questionnaires are available at:

<http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml>

The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Engineering & Capital Projects Department Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov).

- 2. CONTRACTOR/VENDOR REGISTRATION:** All prospective bidders as well as existing contractors and vendors are required to complete and submit the Contractor/Vendor Registration form. Registration will be a prerequisite for the following:
  - a) Submission of future contract or subcontract bids for City projects;
  - b) Acceptance of all future contractor and vendor bills and invoices to the City and;
  - c) Award of all future contracts issued by the City.

Contractor/Vendor Registration shall remain valid for 2 years from the date the registration form is submitted, and must be renewed at that time.

It shall be the Contractor's responsibility to ensure that all its proposed Subcontractors and Suppliers submit the Contractor/Vendor Registration form within 3 Working Days of Bid opening date. Electronic copy of the Contractor/Vendor Registration form is available for download from the following site: <http://www.sandiego.gov/purchasing/vendor/index.shtml>.

3. **CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
4. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Invitation to Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidders as a result of preparing Bids under the Invitation to Bids shall be the sole responsibility of each bidder. The Invitation to Bids creates or imposes no obligation upon the City to enter a contract.
5. **CONTRACT PRICING FORMAT:** This solicitation is for a Firm Fix Price (Lump Sum) contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise (e.g., GRC contracts) in the Bid forms.
6. **SUBMITTAL OF "OR EQUAL" ITEMS PRIOR TO AWARD:** In accordance with California Public Contract Code §3400(a), unless specified elsewhere in the Contract Documents, the Apparent Low Bidder shall submit its list of proposed substitutions for "an equal" ("or equal") item within 35 days after award of the Contract
7. **AWARD OF CONTRACT:** The Bidder shall guarantee the Contract Price (or Total Combined Adjustment Factor in case of GRC contracts) for a period of 120 days (90 days for Contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract by the Mayor or City Council action. The duration of the Contract Price (or Total Combined Adjustment Factor in case of GRC contracts) guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent, including bond and insurance.
8. **AWARD PROCESS:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code Section 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.  
  
This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
9. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid non-responsive and ineligible for award.
10. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov>

Minor construction contracts, plans and specifications are available at Purchasing & Contracting Department at the address listed below.

Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda, which will be uploaded to e-Bidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents for Minor Construction contracts). Questions received less than 14 days prior to the date for opening of Bids **may not** be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any addenda that have been issued and to include all such information in its Bid.

The Director (or designee), Purchasing & Contracting Department is the officer responsible for opening, examining and declaring of competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Questions in these areas of responsibility (e.g., i.e. Pre-qualification, SCOP information, bidding activities, bonds and insurance, etc. shall be addressed to the Contract Administration, Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

- 11. LIMITED COMPETITION:** Contracts designated with a Bid number beginning with "L" may only be bid by the Contractors on the approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration go to the City's web site: <http://www.sandiego.gov>.
- 12. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than 1 Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf.
- 13. 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, City Operations Building, Community Concourse, before the Contract can be executed.
- 14. PROPOSAL FORMS:** Bids shall be made only upon the Bidding Documents attached to and forming a part of the specifications. The signature of each person signing shall be in longhand. The entire specifications for the bid package do not need to be submitted with the bid. Bidders shall complete and submit, only, all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents," (see Volume 1). Bidders are requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with their Bid.

Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Contractor using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as non-responsive and ineligible for further consideration

Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid non-responsive and shall be cause for its rejection.

Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected. Alternative proposals will not be considered unless called for.

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. Failure to acknowledge addenda shall render the Bid non-responsive and shall be cause for its rejection.

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

Bids shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.

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

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

With the exception of the contracts valued \$5,000 or less, GRC and Design-Build contracts, and contracts subject to the Minor Construction Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid. A Bid received without the specified bid security will result in return of the Bid without consideration.

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

- a) This contract may be awarded to the lowest responsible and reliable Bidder (for Design-Build contracts refer to the RFP for the selection and award information). Bidders shall complete the entire Bid schedule (e.g., schedule of prices). Failure to submit a completed schedule shall be considered a non-responsive Bid and therefore the Bidder shall be considered non-responsive.
- b) The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- c) Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

- d) A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written “Notice of Intent to Protest” including supporting documentation which shall be received by P&C Department no later than 10 days after the City’s announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, §22.3029, “Protests of Contract Award.”
- e) The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- f) Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Invitation to Bids.
- g) The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion.

**17. BID RESULTS:** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City’s web page, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).

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

**18. PRE-AWARD ACTIVITIES:**

Pre-award Submittals - The Apparent Low Bidder (or winner in case of Design-Build contracts) shall provide the information required within the time specified in “Required Documents,” Page i, of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as non-responsive. If the Bid is rejected as non-responsive, the Apparent Low Bidder (or winner in case of Design-Build contracts) shall forfeit the Bid Security required under Invitation to Bids, of this bid package. The decision that the Apparent Low Bidder (or winner in case of Design-Build contracts) is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

Pre-award Schedule and Phased Funding - For phased funded contracts, One of the Pre-award Submittals is the Pre-award Schedule which is a cost loaded CPM schedule prepared in accordance with section 6-1.1, “Construction Schedule” of this bid package. The Apparent Low Bidder (or the apparent winner in case of Design-Build contracts) shall review subsection 6-1.4, “Phased Funding” and submit the required information as specified.

**19. THE CONTRACT:** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 10 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing. If the Bidder takes longer than 10 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no

claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

For contracts that are not Design-Build, pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 10 days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

**20. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the site of the work contemplated, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

**21. DRUG-FREE WORKPLACE:**

a) General:

City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. Bidders shall become aware of the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the Contractor and Subcontractors. The elements of the policy are outlined below.

b) Definitions:

"Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

"Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

"Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

c) City Contractor Requirements:

Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace.
  - ii. The person's or organization's policy of maintaining a drug-free workplace.
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
  - iv. The penalties that may be imposed upon employees for drug abuse violations.
- c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

The Contractor shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) above. The Contractors and Subcontractors shall be individually responsible for their own drug-free workplace programs.

Note: The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-free Workplace Policy shall be referred to the Director, Purchasing & Contracting Department.

**22. AMERICANS WITH DISABILITIES ACT:**

- a) General: City projects are subject to City of San Diego Resolution No. R-282153 adopted on June 14, 1993. The Bidders shall become aware of the provisions of Council Policy 100-04 which was established by Resolution No. R-282153. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

b) Definitions:

"Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Employee" means the employee of the Contractor directly engaged in the performance of Work.

c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.

- i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
- ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.
- iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.

**23. CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE:** The City contracts, including public works construction projects, are subject to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

The Contractors shall ensure that their Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. Subcontractors may access the Pledge of Compliance at:

[http://www.sandiego.gov/purchasing/pdf/contractor\\_standards\\_questionnaire.pdf](http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf)

The Contractors shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code §22.3224. A sample provision is as follows:

**“Compliance with San Diego Municipal Code §22.3224:** Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal

Code §22.3224 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”

- 24. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL:** The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The Labor Compliance Program Manual is available at <http://www.sandiego.gov/eoc/laborcompliance/#manual>. The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. 619-236-6000.
- 25. PAYROLL RECORDS:** The Contractor's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§ 1771.5(b) and 1776 (Stats. 1978, Ch. 1249). These require, in part, that project contractors and subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury. The Contractor shall be responsible for the compliance with these provisions by his Subcontractors. The City shall withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.
- 26. APPRENTICES ON PUBLIC WORKS:** The Contractor shall abide by the requirements of §§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.

**27. BUY AMERICAN CERTIFICATION:**

In the event of a conflict between the terms and conditions of this RFP and the American Recovery and Reinvestment Act (“ARRA”) provisions, the ARRA provisions shall govern.

Failure to comply with the ARRA provisions shall constitute a material breach of this Contract and may result in Design-Builder’s termination for cause.

**1. Buy American**

The Design-Builder and all subcontractors shall comply with Section 1605 of ARRA, which mandates that no ARRA funds shall be used for the purchase of iron, steel or manufactured goods which have been manufactured outside the United States for construction, maintenance, repair or alteration of any public building or public works, unless an exception set forth in Section 1605 allows such purchase and a determination approving a waiver of the requirement has been obtained and the excepted materials have been described in the Agreement.

ARRA Exceptions to the Buy American requirement include:

1. Production in the United States of the iron or steel used in the project requires that all manufacturing processes must take place in the United States, *except metallurgical processes involving refinement of steel additives.* (2 CFR § 176.70(a)(2)(i).)
2. There is *no requirement with regard to the origin of components or subcomponents* in manufactured goods used in the Project, as long as the manufacturing occurs in the

United States. (2 CFR § 176.70(a)(2)(ii).)

The Design-Builder shall perform the work in accordance with the applicability of the Buy American Requirement. The Federal department or agency granting the ARRA funds for this Project may waive the Buy American Requirement only upon a finding that:

1. Applying subparagraph (a) would be inconsistent with the public interest (2 CFR § 176.80(a)(1);
2. Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality (2 CFR §176(a)(2)); or
3. Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than twenty-five percent (25%) (2 CFR §176(a)(3)).

**Requests for waivers will not be allowed after award of the project.** Any waivers submitted must have written Federal department or Department of Energy written approval prior to submitting a proposal. The certification of waiver must be provided with the Minimum Vendor Requirements, as identified in Attachment A-3, Minimum Street Light Supplier/Manufacturer Qualifications; Qualification #4 - ARRA Audit and “Buy America” Compliance the Supplemental Special Provisions. Waivers for the Buy American requirement will not be considered by the City of San Diego. Failure to comply with the ARRA provisions shall constitute a material breach of this contract and may result in Design-Builder’s termination for cause. Guidance literature for the Buy American provision can be found on the internet at the following website which is updated often: [http://www1.eere.energy.gov/recovery/buy\\_american\\_provision.html](http://www1.eere.energy.gov/recovery/buy_american_provision.html).

At the time of submittal the Design/Builder shall submit a “Buy American Certification Statement.” At the conclusion of the project the Design/Builder will certify with their final payment request that the original certification is still valid. Compliance with the Buy American provision of the ARRA of 2009 will be required as a part of the minimum vendor qualifications which all must be met by Vendor/ Supplier / Manufacturer in order for the luminaire to be considered for The City of San Diego Broad Spectrum Street Light Conversion project.

The City of San Diego will hold a pre-submittal conference with potential Design/Builders. Questions regarding Buy American compliance shall be submitted in writing prior to the pre-bid conference.

The Design/Builder shall maintain and preserve adequate and complete records that document compliance with the Buy American Provision.

**Substantial Transformation Test**

(To be completed by the manufacturer for each fixture, and submitted by the Design/Builder with the Proposal)

Fixture Manufacturer \_\_\_\_\_

Fixture Model \_\_\_\_\_

<b>Questions for Determining Whether Substantial Transformation Has Occurred in the U.S.*</b>		
<b>QUESTION</b>	<b>YES</b>	<b>NO</b>
<b>1. Were all of the components of the manufactured good manufactured in the United States, and were all of the components assembled into the final product in the U.S.?</b> (If yes, then this is clearly manufactured in the U.S., and the inquiry is complete		
<b>2. Was there a change in character or use of the good or the components in America?</b> (These questions are asked about the finished good as a whole, not about each individual component)		
a. Was there a change in the physical and/or chemical properties or characteristics designed to alter the functionality of the good?		
b. Did the manufacturing or processing operation result in a change of a product(s) with one use into a product with a different use?		
c. Did the manufacturing or processing operation result in the narrowing of the range of possible uses of a multi-use product?		
If the answer to either a, b, or c is yes, then the item is considered manufactured in the U.S., and the inquiry is complete		
<b>3. Was/were the process(es) performed in the U.S. (including but not limited to assembly) complex and meaningful?</b>		
a. Did the process(es) take a substantial amount of time?		
b. Was/were the process(es) costly?		
c. Did the process(es) require particular high level skills?		
d. Did the process(es) require a number of different operations?		
e. Was substantial value added in the process(es)?		
The answer must be yes for at least 2 of 3a through 3e, then the item is considered manufactured in the U.S. and the inquiry is complete.		

\*If you cannot answer any of the following in the affirmative, the Design/Builder will find an alternative U.S. made good.

Completed By,

Name \_\_\_\_\_ Title \_\_\_\_\_

Sign \_\_\_\_\_ Date \_\_\_\_\_

**BUY AMERICAN CERTIFICATION STATEMENT  
(To Be Provided After Award Of Contract)**

1. **Identification of American-made Iron, Steel, and Manufactured Goods:** Consistent with the terms of the City of San Diego bid solicitation and the provisions of ARRA Section 1605, the Design/Builder certifies that this bid reflects the Design/Builder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
  
2. **Verification of U.S. Production:** The Design/Builder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Design/Builder agrees that it will provide reasonable, sufficient, and timely verification to the City of San Diego of the U.S. production of each component so identified.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (Please type)

## FUNDING AGENCY PROVISIONS

### A. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

For federally funded contracts when federal wage rates are required, the minimum wage rate to be paid by the Contractor and the Contractor's Subcontractors is to be in accordance with the Federal Labor Standards Provisions/Federal Wage Rates, included herein as pages LS-1 through LS-27 and/or General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.

Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.

For federally assisted project, the successful Bidder work shall be required to comply with President's Executive Order No. 11246, as amended and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions. This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and time-tables for minorities in construction.

The Bidder shall complete, sign and furnish, prior to the Award of Contract, the "Bidder's Statement on Previous Contracts Subject to EEO Clause", a "Certification of Non-Segregated Facilities" and the "Assurance of Disadvantaged Business Enterprise Participation", as contained in the bidding documents.

A Contractor having 50 or more employees and its Subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.

To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications.

Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this contract.

Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

Solicitations, contracts, and subcontracts resulting from projects funded under the AIP shall contain the foreign trade restriction required by 49 CFR Part 30, Denial of Public Works contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

The Aviation Safety and Capacity Expansion Act of 1990, provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program.

**B. STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS:**

In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at [http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html). The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request. .

Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.

The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said 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 Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.

The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

**C. WAGE RATES:**

GENERAL DECISION: CA20100001 12/03/2010 CA1

Date: December 3, 2010

General Decision Number: CA20100001 12/03/2010

Superseded General Decision Number: CA20080001

State: California

Construction Types: Building, Heavy (Heavy and Dredging),  
Highway and Residential

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/02/2010
3	04/16/2010
4	07/02/2010
5	07/09/2010
6	08/13/2010
7	08/27/2010
8	09/03/2010
9	09/10/2010
10	09/24/2010
11	10/08/2010
12	11/05/2010
13	12/03/2010

\* ASBE0005-002 06/28/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 32.79	16.31
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.21	13.76

\* ASBE0005-004 06/28/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 18.70	8.65

BOIL0092-003 10/01/2009

	Rates	Fringes
BOILERMAKER.....	\$ 40.22	22.26

BRCA0004-008 11/01/2010

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 33.15	13.55

BRCA0018-004 06/01/2008

	Rates	Fringes
MARBLE FINISHER.....	\$ 25.52	9.08
TILE FINISHER.....	\$ 21.07	7.88
TILE LAYER.....	\$ 32.05	11.99

BRCA0018-010 09/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	9.62
TERRAZZO WORKER/SETTER.....	\$ 33.63	10.46

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CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

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CARP0409-008 07/01/2008

	Rates	Fringes
Modular Furniture Installer.....	\$ 19.00	7.41

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CARP0547-001 07/01/2009

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 37.28	10.58
(2) Commercial Building....	\$ 32.30	10.58
(3) Heavy & Highway.....	\$ 37.15	10.58
(4) Residential Carpenter..	\$ 25.84	10.58
(5) Residential		
Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 37.65	10.58
PILEDRIVERMAN.....	\$ 37.28	10.58

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CARP0547-002 07/01/2009

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...	\$ 21.00	8.58
Drywall Stocker/Scrapper...	\$ 11.00	6.67
(2) All other work		
Drywall Installer/Lather...	\$ 27.35	9.58
Drywall Stocker/Scrapper...	\$ 11.00	6.67

ELEC0569-001 06/01/2009

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 41.98	3%+11.29
Electrician.....	\$ 41.23	3%+11.29
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 37.40	3%+11.29
Electrician.....	\$ 36.65	3%+11.29

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ELEC0569-005 12/01/2009

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 26.42	\$10.47
Soundman.....	\$ 21.14	\$8.74

SOUND TECHNICIAN: Terminating, operating and performing final check-out

SOUNDMAN: Wire-pulling, splicing, assembling and installing devices

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

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ELEC0569-006 10/01/2009

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

Rates	Fringes
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Traffic signal, street light  
and underground work

Utility Technician #1.....\$ 27.00	\$7.53
Utility Technician #2.....\$ 20.00	\$7.32

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV land communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

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ELEC0569-008 06/01/2010

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....\$ 21.87		3%+2.90

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ELEC1245-001 06/01/2010

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 46.14		13.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 36.85		12.36
(3) Groundman.....\$ 28.19		12.10
(4) Powderman.....\$ 41.20		12.53

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day  
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ELEV0018-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.33	20.035

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.  
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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 ENGI0012-003 07/01/2009

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 36.83	17.22
GROUP 2.....	\$ 37.61	17.22
GROUP 3.....	\$ 37.90	17.22
GROUP 4.....	\$ 39.39	17.22
GROUP 5.....	\$ 40.49	17.22
GROUP 6.....	\$ 39.61	17.22
GROUP 7.....	\$ 40.71	17.22
GROUP 8.....	\$ 39.72	17.22
GROUP 9.....	\$ 40.82	17.22
GROUP 10.....	\$ 39.84	17.22
GROUP 11.....	\$ 40.94	17.22
GROUP 12.....	\$ 40.01	17.22
GROUP 13.....	\$ 40.11	17.22
GROUP 14.....	\$ 40.14	17.22
GROUP 15.....	\$ 40.22	17.22
GROUP 16.....	\$ 40.34	17.22
GROUP 17.....	\$ 40.51	17.22
GROUP 18.....	\$ 40.61	17.22
GROUP 19.....	\$ 40.72	17.22
GROUP 20.....	\$ 40.84	17.22
GROUP 21.....	\$ 41.01	17.22
GROUP 22.....	\$ 41.11	17.22
GROUP 23.....	\$ 41.22	17.22
GROUP 24.....	\$ 41.34	17.22
GROUP 25.....	\$ 41.51	17.22
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 38.18	17.22
GROUP 2.....	\$ 38.96	17.22
GROUP 3.....	\$ 39.25	17.22
GROUP 4.....	\$ 39.39	17.22
GROUP 5.....	\$ 39.61	17.22
GROUP 6.....	\$ 39.72	17.22
GROUP 7.....	\$ 39.84	17.22
GROUP 8.....	\$ 40.01	17.22

GROUP 9.....	\$ 40.18	17.22
GROUP 10.....	\$ 41.18	17.22
GROUP 11.....	\$ 42.18	17.22
GROUP 12.....	\$ 43.18	17.22
GROUP 13.....	\$ 44.18	17.22
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 38.68	17.22
GROUP 2.....	\$ 39.46	17.22
GROUP 3.....	\$ 39.75	17.22
GROUP 4.....	\$ 39.89	17.22
GROUP 5.....	\$ 40.11	17.22
GROUP 6.....	\$ 40.22	17.22
GROUP 7.....	\$ 40.34	17.22

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Horizontal Directional Drilling Machine; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator;

Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single

engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which

is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2009

Rates Fringes

OPERATOR: Power Equipment  
(DREDGING)

(1) Leverman.....	\$ 44.83	17.22
(2) Dredge dozer.....	\$ 40.36	17.22
(3) Deckmate.....	\$ 40.25	17.22
(4) Winch operator (stern winch on dredge).....	\$ 39.70	17.22
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 39.16	17.22
(6) Barge Mate.....	\$ 39.77	17.22

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IRON0002-004 07/01/2010

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.26
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.73

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0089-001 07/01/2010

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 25.22	14.15
Group 2.....	\$ 25.90	14.15
Group 3.....	\$ 26.61	14.15
Group 4.....	\$ 27.41	14.15
Group 5.....	\$ 28.34	14.15

LABORER (RESIDENTIAL  
 CONSTRUCTION - See definition  
 below)

(1) Laborer.....	\$ 16.20	8.16
(2) Cleanup, Landscaping, Fencing (chain link or wood).....	\$ 21.83	13.08

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the cute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demoliton); Guinea chaser; Headboard man-asphlt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettlemen, potmen

and mean applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibratring machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scaarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of oepration, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all pwder and explosives of whatever type, regardless of method used for such loading and placing; Driller-all power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power.

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LABO0089-002 07/01/2010

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 23.12	13.08

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LABO0089-004 07/01/2010

HEAVY AND HIGHWAY CONSTRUCTION

Rates	Fringes
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Laborers:

GROUP 1.....	\$ 26.14	14.75
GROUP 2.....	\$ 26.60	14.75
GROUP 3.....	\$ 27.01	14.75
GROUP 4.....	\$ 27.85	14.75
GROUP 5.....	\$ 30.97	14.75

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch,

Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, making of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzleman (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

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LABO0300-008 08/05/2009

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 26.65	14.70
PLASTER TENDER.....	\$ 29.20	14.70

Work at Military Bases - \$3.00 additional per hour:  
 Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

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 LABO0882-002 01/01/2010

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.15	14.25

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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 LABO1184-001 07/01/2010

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 27.05	11.65
(2) Vehicle Operator/Hauler.	\$ 27.22	11.65
(3) Horizontal Directional Drill Operator.....	\$ 29.07	11.65
(4) Electronic Tracking Locator.....	\$ 31.07	11.65
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 28.50	14.56
GROUP 2.....	\$ 29.80	14.56
GROUP 3.....	\$ 31.81	14.56
GROUP 4.....	\$ 33.55	14.56

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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PAIN0036-001 08/01/2010

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint.....	\$ 26.05	9.68
(2) All Other Work.....	\$ 29.32	9.68

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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PAIN0036-010 01/02/2010

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 29.19	12.19
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 18.00	7.97

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PAIN0036-012 10/01/2010

Rates	Fringes
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GLAZIER.....\$ 38.75 15.55

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PAIN0036-019 02/01/2009

Rates Fringes

SOFT FLOOR LAYER.....\$ 26.77 11.75

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PLAS0200-005 08/04/2010

Rates Fringes

PLASTERER.....\$ 30.21 14.23

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS  
BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional  
per hour.

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PLAS0500-001 06/26/2010

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

GROUP 1.....\$ 22.29 9.90  
GROUP 2.....\$ 23.94 9.90  
GROUP 3.....\$ 26.57 10.35

CEMENT MASONS - work inside the building line, meeting the  
following criteria:

GROUP 1: Residential wood frame project of any size; work  
classified as Type III, IV or Type V construction;  
interior tenant improvement work regardless the size of the  
project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

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PLUM0016-006 07/01/2009

Rates Fringes

PLUMBER, PIPEFITTER,  
STEAMFITTER

(1) Work on strip malls,  
light commercial, tenant  
improvement and remodel  
work.....\$ 28.84 14.47  
(2) Work on new additions  
and remodeling of  
commercial buildings,  
bars, restaurants, and  
stores not to exceed 5,000

sq. ft. of floor space.....	\$ 35.97	15.86
(3) All other work.....	\$ 37.10	16.84
(4) Camp Pendleton.....	\$ 41.60	16.84

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 PLUM0016-011 07/01/2009

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 29.97	12.91

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 PLUM0345-001 07/01/2009

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 26.70	13.84
Sewer & Storm Drain Work....	\$ 25.18	15.67

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 ROOF0045-001 08/01/2009

	Rates	Fringes
ROOFER.....	\$ 23.63	6.50

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 SFCA0669-001 04/01/2010

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.35	17.60

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 SHEE0206-001 07/01/2010

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 36.55	16.05
Except Camp Pendleton.....	\$ 34.55	16.05
Sheet Metal Technician.....	\$ 23.99	4.71

SHEET METAL TECHNICIAN - SCOPE:  
 a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system  
 b. New single family residential buildings including tracts.  
 c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded.  
 d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000  
 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 14.90	18.30
GROUP 2.....	\$ 24.49	18.30
GROUP 3.....	\$ 24.69	18.30
GROUP 4.....	\$ 24.89	18.30
GROUP 5.....	\$ 25.09	18.30
GROUP 6.....	\$ 25.59	18.30
GROUP 7.....	\$ 27.09	18.30

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman  
-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

# CONTRACT FORMS AGREEMENT

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## DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this \_\_\_ day of \_\_\_, 20 \_\_\_, by and between The City of San Diego [City], a municipal corporation, and **[INSERT NAME OF DESIGN-BUILDER FIRM]** [Design-Builder], for the purpose of designing and constructing the **Street Light Conversion Project Design - Build Contract**. City and Design-Builder are referred to herein as the “Parties.”

### RECITALS

- A. City desires to construct the Project located in the City of San Diego, California.
- B. City desires to contract with a single entity for design and construction of the Project, as set forth in this agreement.
- C. The City has issued a Request for Proposals [RFP] for Specification Number **[5253]** 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.

### INTRODUCTORY PROVISIONS

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. All Exhibits referenced in this agreement are incorporated into the Contract by this reference.
- C. This agreement amends the Standard Specifications for Public Works Construction [Greenbook], (2009 Edition), including supplement amendments set forth in the City of San Diego Supplement [City Supplement], (2009 Update). All changes and or additions are stated herein and all other provisions remain unchanged.

**CONTRACT FORMS (continued)**  
**AGREEMENT**

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

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM AND LEGALITY**

Jan I. Goldsmith, City Attorney

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Mayor or designee \_\_\_\_\_

Deputy City Attorney \_\_\_\_\_

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

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

**CONTRACTOR**

By \_\_\_\_\_

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

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

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

City of San Diego License No. \_\_\_\_\_

State Contractor's License No. \_\_\_\_\_

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

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

\_\_\_\_\_, a corporation, as principal, and \_\_\_\_\_  
\_\_\_\_\_, 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 \_\_\_\_\_ for the faithful  
performance of the annexed contract, and in the sum of \_\_\_\_\_ for the  
benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **Street Light Conversion Project Design - Build Contract, Spec Number 5235DB**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

**CONTRACT FORMS (continued)**

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

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

Dated \_\_\_\_\_, 2\_\_\_\_\_

Approved as to Form and Legality

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By \_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-fact

Approved:

\_\_\_\_\_  
Local Address of Surety

\_\_\_\_\_  
Mayor or Designee,

\_\_\_\_\_  
Local Address (City, State) of Surety

\_\_\_\_\_  
Local Telephone No. of Surety

Premium \$ \_\_\_\_\_

Bond No. \_\_\_\_\_

# CONTRACTOR CERTIFICATION

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## DRUG-FREE WORKPLACE

**PROJECT TITLE: STREET LIGHT CONVERSION PROJECT DESIGN - BUILD CONTRACT**

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

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(Name under which business is conducted)

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

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

# CONTRACTOR CERTIFICATION

---

## AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

**PROJECT TITLE: STREET LIGHT CONVERSION PROJECT DESIGN - BUILD CONTRACT**

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

---

(Name under which business is conducted)

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

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

# CONTRACTOR CERTIFICATION

---

## CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

### PROJECT TITLE: STREET LIGHT CONVERSION PROJECT DESIGN - BUILD CONTRACT\_

I declare under penalty of perjury that I am authorized to make this certification on behalf of \_\_\_\_\_, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in INSTRUCTION TO BIDDERS ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2\_\_\_\_\_.

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**AFFIDAVIT OF DISPOSAL**

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

**STREET LIGHT CONVERSION PROJECT DESIGN - BUILD CONTRACT**

(Name of Project)

as particularly described in said contract and identified as Spec. No. **5235DB**; IO No. **21002317** and **WHEREAS**, the specifications of said contract require 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 \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Contractor

by

**ATTEST:**

STATE OF

County of

On this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_\_, before the undersigned, a Notary

Public in and for said County and State, duly commissioned and sworn, personally appeared \_\_\_\_\_

\_\_\_\_\_ known to me to be the \_\_\_\_\_

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

Notary Public in and for said County and State

## COMPANY LETTERHEAD

# CERTIFICATE OF COMPLIANCE

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### Materials and Workmanship Compliance

For Contract \_\_\_\_\_

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

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

#### **Material Description:**

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

Signed by: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

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

**City of San Diego**  
**Engineering and Capital Projects, Field Division**  
**NOTICE OF MATERIALS TO BE USED**

To: \_\_\_\_\_  
 Resident Engineer

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

You are hereby notified that the materials required for use under Contract No. \_\_\_\_\_ for construction of \_\_\_\_\_

in the City of San Diego, will be obtained from sources herein designated.

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

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 386-1.03 of the contract documents, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier

Yours truly,

\_\_\_\_\_  
 City of San Diego Resident Engineer

\_\_\_\_\_  
 Address

Phone Number ( ) \_\_\_\_\_



**CITY OF SAN DIEGO  
EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS  
CONSTRUCTION CONTRACTOR REQUIREMENTS**

- **THIS DOCUMENT SETS FORTH THE FOLLOWING SPECIFICATIONS:**
  1. **CITY OF SAN DIEGO'S GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM FOR ALL CONSTRUCTION CONTRACTS.**
  2. **SPECIAL PROVISIONS FOR CONTRACTS SUBJECTS TO SLBE AND ELBE REQUIREMENTS ONLY.**
  3. **SPECIAL PROVISIONS FOR CONTRACTS SUBJECT TO SCOPe REQUIREMENTS ONLY.**
  
- **REFER TO:**
  - **THE "WHITEBOOK" FOR MORE INFORMATION AND THE REQUIRED DOCUMENTATIONS.**
  
  - **THE SPECIAL NOTICE PAGE FOR THE APPLICABLE SUBCONTRACTING PARTICIPATION REQUIREMENTS.**
  
  - **THE REQUIRED DOCUMENTS SCHEDULE FOR SUBMITTALS.**

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)  
CONSTRUCTION CONTRACTOR REQUIREMENTS

FOR

FEDERAL CONTRACTS INCLUDING HUD, FAA, EPA, & FEMA

THE FOLLOWING REQUIREMENTS APPLY FOR STATE AND FEDERALLY FUNDED PROJECTS. IN THE EVENT THAT THESE REQUIREMENTS CONFLICT WITH THE CITY'S GENERAL EOC REQUIREMENTS, THE STATE AND FEDERAL REQUIREMENTS WILL GOVERN.

**IX. Definitions.** ADD the following for the purpose of these specifications:

*Disadvantaged Business Enterprises (DBEs)* are:

- entities owned and/or controlled by a socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;
- a Small Business Enterprise (SBE);
- a Small Business in a Rural Area (SBRA);
- a Labor Surplus Area Firm (LSAF); or
- a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.

*Minority Business Enterprises (MBEs)* are entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively.

*Women Business Enterprises (WBEs)* are entities that are at least 51% owned and/or controlled by women (under the 10% and 8% statutes).

**XI. Contract Records and Reports.** Part B, Reports ADD the following:

3. Contract Activity Report. The Contract Activity Report (CC05) shall report payments made to all subcontractors, subconsultants, and vendors/suppliers of the Contractor. Each Contract Activity Report is due by the 30<sup>th</sup> day of the subsequent month at the close of the quarter, or more frequently if required by the City's Project Manager. The Contract Activity Report should be sent to the Resident Engineer by the 5th day of the subsequent month with a copy to the Administration Department, Attn: Equal Opportunity Contracting Compliance at 1200 Third Avenue, Suite 200, San Diego, CA 92101.

**XII. List of EOCF forms).** ADD the following:

CC05 Contract Activity Report

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

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

**ADD: XIII.** Attachment:

DBE Policy Statement For FAA Contracts Only

**ADD: XIV. Federal Equal Opportunity Requirements.** All federally funded projects are subject to the federal equal opportunity regulations and the following requirements. The City reserves the right to audit Contractor’s compliance with the federal requirements set forth below.

**A. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).**

1. The Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Specifications” set forth herein.
2. The goal and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, as follows:

	<u>Goal</u>
Minority Participation:	16.9%
Female Participation:	6.9%

These goals are applicable to all the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the Work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both federally involved and non-federally involved Work.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals.

The hours of minority and female employment and training shall be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director the Office of Federal Contract Compliance Programs within 10 Working Days of award of any Subcontract in excess of \$10,000 at any tier for Work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the Subcontract; estimated starting and completion dates of the Subcontract; and the geographical area in which the subcontract is to be performed. The “covered area” is the City of San Diego.

**B. EQUAL OPPORTUNITY CLAUSES.**

The following equal opportunity clauses are incorporated by reference herein:

1. The equal opportunity clause located 41 CFR 60.1.4(a), which specifies the obligations imposed under Executive Order 11246.
2. The equal opportunity clause located at 41 CFR 60-741.5, which contains the obligations imposed by Section 503 of the Rehabilitation Act of 1973.
3. The “Equal Opportunity Clause” (Resolution No. 765092) filed on December 4, 1978, in the Office of the City Clerk, San Diego, California and incorporated in the “Standard Federal Employment Opportunity Construction Contract Specifications (Executive Order 11246 - Document No. 769023, filed September 11, 1984, in the Office of the City Clerk, San Diego, California) is applicable to all non-exempt City construction contracts and subcontracts of \$2,000 or more.

**C. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS.**

The Contractor is required to comply with the sixteen (16) “Standard Federal Equal Employment Specifications” located at 41 CFR 60-4.3 for federal and federally-assisted construction contracts in excess of \$10,000, set forth below.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of Contractor’s compliance with these specifications shall be based upon its effort to achieve maximum results from its actions The Contractor shall document these efforts fully, and shall implement affirmative actions steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor’s employees are assigned to work. The Contractor, where possible, will assign 2 or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations’ responses.

3. Maintain a current file of the names, addresses and telephone numbers of each minority and female walk-in applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under C.1. above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreements; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignments, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, foreman, etc., prior to the initiation of Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

D. DISCRIMINATION.

The Contractor or any Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federal assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. The provision shall be included in any agreements between Contractor and any Subcontractor.

E. VIOLATION OR BREACH OF REQUIREMENTS.

If at any time during the course of the Contract there is a violation of the Affirmative Action/Equal Employment Opportunity requirements by the Contractor, or the Subcontractors, the City will notify the Contractor of the breach. The City may withhold any further progress

payments to the Contractor until the City is satisfied that the Contractor and Subcontractors are in full compliance with these requirements.

F. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

1. Work Force Report. Due at onset of project and updated monthly if new employees are hired to perform work within San Diego County.
2. Monthly Employment Report. Due every month. Report each individual construction employee working on the specific project by name, social security number, gender, ethnic/racial designation, craft, employee source (i.e., Union Hall, Apprenticeship Program, Other) hours worked on project during reporting period.
3. Total Current Work force. Due to the City by the 5<sup>th</sup> day of the subsequent month.
4. Monthly Invoicing Report listing All Subcontractors and Vendors. Due to the City by the 5<sup>th</sup> day of the subsequent month.
5. State of California Department of Transportation Payroll Report. Due to the City weekly.
6. For the purpose of monitoring prevailing wage requirements and EEO related compliance, employee interviews may be conducted by the City or its designated representative.
7. Federal and Non-Federal Work in San Diego County. Submit an updated list only if work is complete or new contracts have been awarded during the span of this project.
8. Public Works Contract Award Information, Division of Apprenticeship Standards. Public Works Contract Award information due from the prime and all subcontractors at onset of project for each trade subject to apprenticeship.
9. Statement of Compliance. Required on all prevailing wage projects; it shall accompany all certified payroll record submissions.

G. GOOD FAITH EFFORT - AFFIRMATIVE STEPS.

All firms qualifying under this solicitation are encouraged to submit Bids. Pursuant to federal regulations, the Contractor and Subcontractors shall take all necessary affirmative steps to assure that DBE business enterprises are used when possible. See Section (J) of these specifications for the agency specific requirements.

H. CONTRACTING WITH DBE FIRMS.

The Bidder shall submit the DBE Subcontracting Documentation as part of its Bid. For Design-Build contracts the information may be submitted prior to Construction NTP. For Design-Build contracts, no Construction NTP will be issued unless the Contractor has complied with these specifications.

The required documentation includes:

1. the names and addresses of DBE firms that will participate in the Contract;
2. description of the work that each DBE firm will perform;
3. the dollar amount of the participation of each DBE firm participating;
4. written documentation of the Bidder's commitment to use each DBE business enterprise, and labor surplus area subcontractor whose participation it submits to meet the contract goal;
5. written confirmation from the DBE firm that it is participating in the Contract as provided in the commitment made in these specifications; and

If the Bidder has not attained the designated percentage goals, the Bidder shall demonstrate compliance with the affirmative steps and shall submit documentation showing that all required positive efforts were made prior to Bid opening or in case of Design-Build contracts prior to the Construction NTP.

I. RECORDS OF PAYMENTS TO DBEs.

The Contractor shall maintain records and documents of payments to DBEs for 3 years following the NOC. These records shall be made available for inspection upon request by any authorized representative of the City, DOT, or both. The reporting requirement shall be extended to any certified DBE Subcontractor.

J. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS.

**The Good Faith Effort – Affirmative Steps Documentation shall be submitted within 1 Working Day of the Bid.** Failure to submit this documentation when due, will cause the Bid to be declared non-responsive and therefore shall be rejected.

The required documentation shall be submitted and logged in at the following address:

CITY OF SAN DIEGO  
PURCHASING & CONTRACTING DEPARTMENT  
1200 THIRD AVENUE, SUITE 200, MS 56P  
SAN DIEGO, CA 92101  
SUBJECT: GOOD FAITH EFFORT –  
AFFIRMATIVE STEPS DOCUMENTATION  
SPEC NO. 5235DB

Failure to comply with these specifications will lead to the Bid being declared non-responsive and, therefore, shall be rejected.

The Contractor shall maintain the records documenting compliance with requirements including documentation of its good faith efforts and data relied upon in formulating its fair share objectives.

K. STATE SPECIAL PROVISIONS.

This is State & Federally Contract through California Energy Commission Center

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

**THESE SUPPLEMENTARY SPECIAL PROVISIONS CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK) CURRENTLY ADOPTED BY THE CITY, INCLUDING ITS CURRENT SUPPLEMENT AMENDMENTS (CITY SUPPLEMENTS), EXCEPT FOR THE FOLLOWING:**

### **PART 1 – GENERAL PROVISIONS**

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

**Certificate of Compliance** – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**Certificate of Compliance** – A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site complies with the requirements of the Contract Documents.

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

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

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

**2-3.2 Self Performance.** ADD the following:

The following items of Work have been designated as possible Specialty Items by the City. The Contractor shall clearly identify the Specialty Items for this contract with “S” in its Bid. The total amount of the “Specialty Items” shall not exceed [25]% of the Contract Price.

Street lights

**2-5.5 As-built Drawings.** ADD the following:

As-built Drawings shall be the responsibility of the Design-Builder.

**2-6 WORK TO BE DONE.** ADD the following:

At the time this project is advertised there is \$5 million in funding to convert approximately 10,000 Streetlights. At the time of award, it is anticipated that an additional \$12.9 million will be available to convert approximately 28,700 additional street lights for a total project amount of \$17.9 million dollars to convert approximately 37,800 street lights.

## SECTION 4-CONTROL OF MATERIAL

**ADD: 4-1.11 Street Lighting And Traffic Signal Materials List.** The Contractor shall be responsible for furnishing a Notice of Materials to Be Used at the preconstruction meeting. The list of materials shall identify Bid item number for which the material is to be incorporated, category of material to be supplied, and the name and address where the material can be inspected at the source where it is produced, not the Site. The Notice of Materials to Be Used shall include the following categories of material: signal poles, signal equipment and fixtures, foundation reinforcing steel, conduit, pull boxes, and conductor or cable. The Notice of Materials to Be Used form is provided in the Contract and shall be used to provide the required material information.

Certificates of Compliance conforming to 4-1.5, "Certificate of Compliance" are required for the major construction material categories identified above. A sample Certificate of Compliance is provided in the Contract. Certificates shall be furnished, to the Engineer, before the material is brought on the Site.

The payment for the material certification process shall be included in the lump sum price for the traffic signal system or be distributed in individual bid items if no lump sum quantity is identified in the bidding documents.

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

**6-1.4 Phased Funding.** ADD the following:

This contract is subject to Phased Funding.

**6-8.3 Warranty.** Manufacturers shall provide a written warranty issued by the factory located in the NAFTA country of module origin with the following minimum provisions. Manufacturer's Warranty: Luminaires shall, at the agency's option, be repaired or replaced if the luminaire fails to function as intended due to workmanship or material defects within the first 120 months from the date of delivery. The manufacture is responsible for costs associated with the fixture repair or replacement, including the cost to remove and reinstall the fixture during the warranty period. The fixture manufacturer shall also include a written warranty provided by the lamp and generator manufacturer(s) for all failures due to workmanship or material defects within the first 120 months from the date of delivery

**ADD: 6-8.3.4 Documentation.** Upon request, the manufacturer shall provide written documentation of its ability to satisfy a worst-case, catastrophic warranty claim. A current corporate annual report duly-certified by an independent auditing firm, containing financial statements illustrating sufficient cash-on-hand and net worth to satisfy a worst-case, catastrophic warranty claim is an example of suitable documentation.

**ADD: 6-8.3.5 Country of Origin.** The documentation shall clearly disclose the country in which the factory of module origin is located, the name of the company or organization that owns the factory including all of its parent companies and/or organizations, and their respective country of corporate citizenship.

**ADD: 6-8.3.6 Catastrophic Warranty.** For firms with operations in the United States of less than seven years, the documentation shall clearly disclose the process by which the end-users/owners of the luminaires will be able to obtain worst-case, catastrophic warranty service in the event of bankruptcy or cessation-of-operations by the firm supplying the luminaires within North America, or in the event of bankruptcy or cessation-of-operations by the owner of the factory of origin.

## SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

**7-2.2 Laws.** ADD the following:

The Contractor and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City's web-based labor compliance program. Instructions on how to use the system will be provided to the Contractor after the award.

### **7-3 LIABILITY INSURANCE.**

**7-3.2.3 Contractors Pollution Liability Insurance.** To the City Supplements, DELETE this in its entirety.

**7-3.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.** To the City Supplements, DELETE in its entirety.

**7-3.2.5 Contractors Builders Risk Property Insurance.** To the City Supplements, DELETE in its entirety.

**7-3.2.6 Railroad Protective Liability Insurance.** To the City Supplements, DELETE in its entirety.

**7-3.5.3 Contractors Pollution Liability Insurance Endorsements.** To the City Supplements, DELETE this section in its entirety.

**7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.** To the City Supplements, DELETE in its entirety.

**7-3.5.5 Builders Risk Endorsements.** To the City Supplements, DELETE this section in its entirety.

**7-4.1.1 Worker's Compensation Insurance for Work In, Over, or Alongside Navigable Waters.** To the City Supplements, DELETE this section in its entirety.

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

The Design Builder may be required to obtain the following permits. The bid amount shall be used to reimburse the Design Builder for the agency permit fee only.

- a) Caltrans permits when working to change to convert street lights on bridges over freeways
- b) Permits to convert street lights adjacent to trolley lines or railways

**7-10.2.2 ENGINEERED Traffic Control Plans Provided by the Contractor.** To the City Supplements, ADD the following:

Engineered "D" size TCP shall be required for the following areas:

- a) Where required by Field Engineering Traffic Section

**ADD: 7-16.2.2 Weekly Updates Recipients.** The following recipients shall receive a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process).

The Design-Builder may be required to provide periodic maps indicating recently worked completed and proposed work to a public information officer. The specific type of mapping information will be determined before the Notice to Proceed is issued:

Name, Public Information Senior Engineer, Dennis Williams, [DWilliams@saniego.gov](mailto:DWilliams@saniego.gov).

Name, Project Engineer, [TCartier@saniego.gov](mailto:TCartier@saniego.gov).

Resident Engineer, TBA,

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

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

**PART 2 - CONSTRUCTION MATERIALS**

**SECTION 210 – PAINT AND PROTECTIVE COATINGS**

**210-1.6 General.** DELETE in its entirety and SUBSTITUTE with the following:

Fixture Assembly Housing: The housing shall be primarily constructed of die cast aluminum, or steel; with corrosion resistant paint.

**PART 7 – WATER WORKS**

**SECTION 700 – WORK INVOLVING THE CITY FORCES**

**ADD: PART 8 – ENVIRONMENTAL WORKS**

**801-2.9 Post-Construction Requirements.** ADD the following:

The Contractor shall comply with the following post-construction requirements:

See Section 6-8 COMPLETION, ACCEPTANCE AND WARRANTY

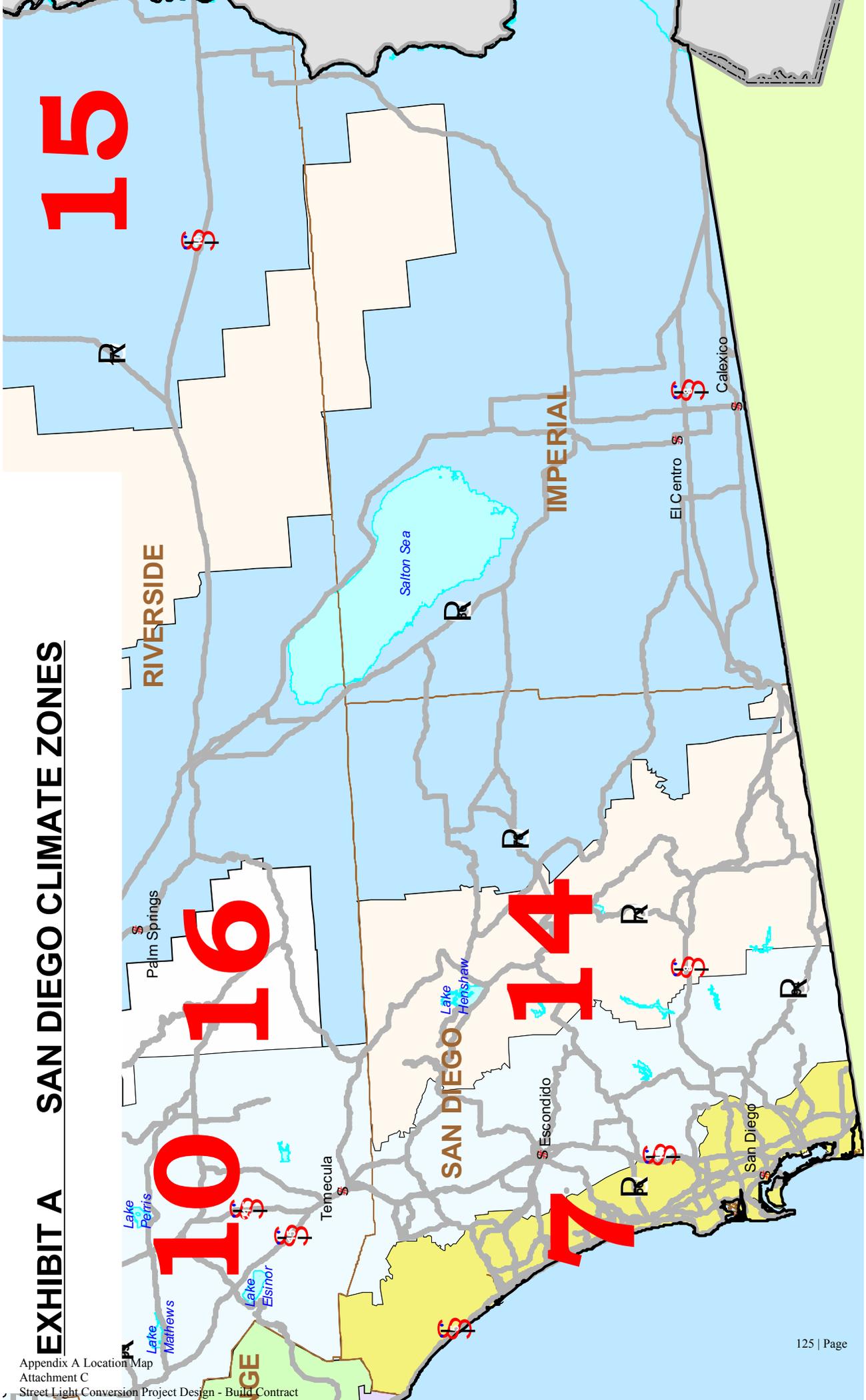
**SECTION 803 – ENCOUNTERING OR RELEASING HAZARDOUS SUBSTANCES**

**SECTION 807 – RESOURCE DISCOVERIES**

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

**APPENDIX A**  
**LOCATION MAP**

# EXHIBIT A SAN DIEGO CLIMATE ZONES



**APPENDIX B**  
**SAMPLE CITY INVOICE**

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

**APPENDIX C**  
**SAMPLE PAYROLL FORM**



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

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

CITY CONTACT: Tom Cartier, Address: 9601 Ridgehaven Ct., Ste. 310, MS. 1103A, San Diego, CA 92123

[TCartier@sandiego.gov](mailto:TCartier@sandiego.gov), Ph (858) 492-6009 FAX (858) 492-5041

NB/RIR

## CONTRACT DOCUMENTS

For

**STREET LIGHT CONVERSION DESIGN-  
BUILD CONTRACT**



VOLUME 2 OF 2

SPECIFICATION NO.: \_\_\_\_\_ 5235DB

IO NO.: \_\_\_\_\_ 21002317

CLIENT DEPARTMENT: \_\_\_\_\_ 2115

PROJECT TYPE: \_\_\_\_\_ IH

**THIS CONTRACT IS SUBJECT TO:**

THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION ("GREENBOOK") AND CITY SUPPLEMENT, 2010.

THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS INCLUDING SLBE-ELBE, DBE-DVBE-MBE-WBE-OBE, OR BOTH.

FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.

FEDERAL PREVAILING WAGE RATES.

APPRENTICE REQUIREMENTS.

PHASED FUNDING PROVISIONS.

THIS IS A STATE & FEDERALLY FUNDED CONTRACT THROUGH CALIFORNIA ENERGY COMMISSION DEPARTMENT

ATTENDANCE AT THE PRE-PROPOSAL MEETING IS MANDATORY

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

# TABLE OF CONTENTS

## Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Failure to include any of the forms may cause the Bid to be deemed non-responsive.

<b>DESCRIPTION</b>	<b>PAGE NUMBER</b>
Proposal .....	133-135
Contractor/Vendor Registration Form.....	136-139
Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid .....	140
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Lobby Prohibition, Certification and Disclosure.....	142
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**PROPOSAL**

**Bidder's General Information**

To the City of San Diego:

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

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

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

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

**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Name of each member of partnership [indicate character of each partner, general or special (limited):  
\_\_\_\_\_  
\_\_\_\_\_
- (3) Signature (Note: Signature must be made by a general partner)

**BIDDING DOCUMENTS**

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\_\_\_\_\_

Full Name and Character of partner

\_\_\_\_\_

\_\_\_\_\_

- (4) Place of Business (Street & Number) \_\_\_\_\_
- (5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Signature, with official title of officer authorized to sign for the corporation:

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Title of Officer)

(Impress Corporate Seal Here)

- (3) Incorporated under the laws of the State of \_\_\_\_\_
- (4) Place of Business (Street & Number) \_\_\_\_\_
- (5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

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

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

LICENSE CLASSIFICATION \_\_\_\_\_

LICENSE NO. \_\_\_\_\_ EXPIRES \_\_\_\_\_, 2\_\_\_\_\_

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

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

E-Mail Address: \_\_\_\_\_

**BIDDING DOCUMENTS**

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**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 \_\_\_\_\_ Title \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_  
(NOTARIAL SEAL)



**City of San Diego**  
**Purchasing & Contracting Department**  
**Contractor/Vendor Registration Form**

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:

[ID Number will be provided by City]

**Firm Info:**

Firm Name:   
(as reported on W9)

Firm Address:

City:  State:  Zip:

Phone:  Fax:

Taxpayer ID:  Business License:

Website:

**Contact Info:**

Contact Name:

Title:

Email:

Phone:  Cell:

**Alternate Address** (if different from above) **to Receive Remittance:**

Mailing Address:

City:  State:  Zip:

**Alternate Address** (if different from above) **to Receive Bid/Contract Opportunities:**

Mailing Address:

City:  State:  Zip:



**Contractor/Vendor Registration Form – Page 3**

**Ethnicity:**

Ethnicity:

*
---

\* select one from the following **List of Ethnicities:**

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

**Ownership Classification**

Classification:

*
---

\* select from the following **List of Ownership Classification Codes**

(select all that apply):

	WBE	(Woman Owned Business Enterprise)
	OBE	(Other Business Enterprise)
	DBE	(Disadvantaged Business Enterprise)
	DVBE	(Disabled Veteran Business Enterprise)
	SLBE	(Small Local Business Enterprise)
	8(a)	(Small Business Administration 8(a) Enterprise)
	SDB	(Small Disadvantaged Business Enterprise)
	LBE	(Local Business Enterprise)
	MLBE	(Micro Local Business Enterprise)
	SBE	(Small Business Enterprise)
	MBE	(Minority Business Enterprise)

**Contractor/Vendor Registration Form – Page 4**

**Certified by an Agency?**     **No**     **Yes** (enter Certification Number and Certifying Agency below)

Certification #:

Agency:

Certification #:

Agency:

**Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.**

Please mail this form to:    Purchasing & Contracting Department  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

or fax to:    619-236-5904





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## **BIDDING DOCUMENTS**

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### **LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE**

In acknowledgment that funds received under this agreement have been provided pursuant to a Federal grant, recipient hereby recognizes the prohibitions against lobbying the Federal government with any of these funds. Recipient agrees that it shall comply with the laws set forth at 31 U.S.C. § 1352 (1989) and 24 C.F.R. part 87, to wit:

A. Conditions on use of funds

Recipient shall not expend any funds received pursuant to this agreement to pay any person to influence an officer or employee of Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following Covered Federal actions:

- (1) The awarding of any federal contract
- (2) The making of any Federal grant
- (3) The making of any Federal Loan
- (4) The entering into of any cooperative agreement
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

For purposes of defining the terms of this part of the agreement, the definitions set forth in 24 C.F.R. § 87.105 are hereby adopted and incorporated herein by reference.

B. Certification and Disclosure

Each recipient at every tier under this agreement shall file a certification regarding lobbying, and a Disclosure Form-LLL, where required by 24 C.F.R. § 87.110. The certification form and Disclosure Form-LLL are attached to this agreement.

C. Certifications must be filed:

- (1) By any person upon each submission that initiates agency consideration for an award of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or a Federal loan or loan guarantee exceeding \$150,000.
- (2) Upon receipt by any person of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or upon receipt of a Federal loan or loan guarantee exceeding \$150,000.
- (3) By any person who requests or receives from a person referred to in subsections 1 and 2 of this paragraph:
  - a. A subcontract exceeding \$100,000 at any tier under a Federal contract;
  - b. A subgrant, contract or subcontract exceeding \$100,000 at any tier under a Federal grant;
  - c. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000;
  - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

D. Disclosure Forms-LLL must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:

- (1) 1. An increase of \$25,000 in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) 2. A change in the person(s) influencing or attempting to influence a covered action;
- (3) 3. A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

All disclosure Forms-LLL, but not certifications, shall be forwarded from tier to tier until received by the principal recipient, which in turn will file them with the appropriate Federal agency.

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING  
ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

## BIDDING DOCUMENTS

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9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value to the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



**DISCLOSURE OF LOBBYING ACTIVITIES** Approved by  
**CONTINUATION SHEET**

OMB0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction  
Standard Form - LLL-A

**Design-Build Proposal**

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1. The undersigned Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **STREET LIGHT CONVERSION PROJECT 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 examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):
5. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Design-Builder deems necessary.

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

Dated: \_\_\_\_\_

Design-Builder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

**BIDDING DOCUMENTS**

**PRICE PROPOSAL FORMS**

I/WE AGREE TO THE DESIGN AND CONSTRUCTION OF **STREET LIGHT CONVERSION PROJECT DESIGN - BUILD CONTRACT**, FOR THE CITY OF SAN DIEGO, IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS FOR THE PRICES LISTED BELOW:

<b>Item No.</b>	<b>NAICS Code</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1	541330	Engineering and Design Services, Including Periodic Reports and As-Builts	1	LS		\$
2	238210	Install 50-55 Watt Cobra Head Induction Street Light Fixture in Climate Zone 7	7500	Each	\$	\$
3	238210	Install 80-85 Watt Cobra Head Induction Street Light Fixture in Climate Zone 7	21700	Each	\$	\$
4	238210	Install 150-165 Watt Cobra Head Induction Street Light Fixture in Climate Zone 7	6500	Each	\$	\$
5	238210	Install 50-85 Watt Cobra Head Induction Street Light Fixture in Climate Zone 10	800	Each	\$	\$
6	238210	Install 80-85 Watt Cobra Head Induction Street Light Fixture in Climate Zone 10	1500	Each	\$	\$
7	238210	Install 150-165 Watt Cobra Head Induction Street Light Fixture in Climate Zone 10	700	Each	\$	\$
8	238210	Remove and Recycle Existing HPS and LPS Street Light Fixtures	38700	Each	\$	\$
9	238210	Bond (Payment and Performance)	1	LS		\$
10	238210	Permit Fees	1	AL		\$35,000
11	238210	City Contingency	1	AL		\$250,000
<b>TOTAL FOR PROPOSAL (ITEMS NO 1 THROUGH 11 INCLUSIVE)</b>						

**BIDDING DOCUMENTS**

---

Total Price For Design-Build Proposal, (items 1 through 11, 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 Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

NOTES:

- A. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- B. In the case of inconsistency or conflict, between the sums of the Extensions with the Estimated Total Bid, the sum of the Extensions shall govern.
- C. The following addenda have been received and are acknowledged in this bid: [.....]. **If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, this proposal may be rejected.**

**BIDDING DOCUMENTS**

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

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The DOLLAR VALUE of the total Bid to be performed SHALL be stated for all subcontractors listed. Failure to comply with this requirement, or failure to provide a "percent value of subcontract" for each subcontractor listed, shall result in the bid being rejected as non-responsive and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. Failure to comply with these requirements may render the Bid non-responsive and ineligible for award.

NAME AND ADDRESS OF SUBCONTRACTOR	CONSTRUCTOR or DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, or SLBE <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: _____ Address: _____ _____ City: _____ State: _____ Zip: _____					
Name: _____ Address: _____ _____ City: _____ State: _____ Zip: _____					
Name: _____ Address: _____ _____ City: _____ State: _____ Zip: _____					

① *For information only.* Design-Builder shall identify each Subcontractor as one of the following and shall include a valid proof of certification when required:

- |  |      |
|--|------|
| Certified Minority Business Enterprise         | MBE  |
| Certified Woman Business Enterprise            | WBE  |
| Certified Disadvantaged Business Enterprise    | DBE  |
| Certified Disabled Veteran Business Enterprise | DVBE |
| Certified Other Business Enterprise            | OBE  |
| Emerging Local Business Enterprise             | ELBE |
| Small Local Business Enterprise                | SLBE |

② For information only. 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       |

**BIDDING DOCUMENTS**

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

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The percent value of the total Bid to be performed SHALL be stated for all subcontractors listed. Failure to comply with this requirement, or failure to provide a "percent value of subcontract" for each subcontractor listed, shall result in the bid being rejected as non-responsive and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. Failure to comply with these requirements may render the Bid non-responsive and ineligible for award.

NAME AND ADDRESS OF SUBCONTRACTOR	CONSTRUCTOR or DESIGNER	TYPE OF WORK	% VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, or SLBE <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: _____ Address: _____ _____ City: _____ State: _____ Zip: _____					
Name: _____ Address: _____ _____ City: _____ State: _____ Zip: _____					

① For information only. Design-Builder shall identify each Subcontractor as one of the following and shall include a valid proof of certification when required:

- |  |      |
|--|------|
| Certified Minority Business Enterprise         | MBE  |
| Certified Woman Business Enterprise            | WBE  |
| Certified Disadvantaged Business Enterprise    | DBE  |
| Certified Disabled Veteran Business Enterprise | DVBE |
| Certified Other Business Enterprise            | OBE  |
| Emerging Local Business Enterprise             | ELBE |
| Small Local Business Enterprise                | SLBE |

② For information only. 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       |

**BIDDING DOCUMENTS**

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

Contractors seeking the recognition of materials and/or supplies obtained from Vendors/Suppliers towards achieving any mandatory subcontracting goals should submit with their bids the *Named Equipment/Material Supplier List*. The *Named Equipment/Material Supplier List*, at a minimum, should have the name, locations (City) and the **dollar amount** of the Vendors/Suppliers. Contractors will be credited up to 60% of the amount to be paid to the Vendors/Suppliers for such materials/supplies unless vendor manufactures or substantially alters materials/supplies in which case 100% will be credited.

Bidder is to indicate (Y) whether listed firm is a vendor/supplier or manufacturer. In calculating the Subcontractor Participation Percentage, vendors/suppliers will receive 60% credit of the listed percent value, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed percent value for purposes of calculating the Subcontractor Participation Percentage.

NAME AND ADDRESS OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER	MANUFACTURER	MBE, WBE, DBE, DVBE, OBE, ELBE, or SLBE ①	WHERE CERTIFIED ②

① For information only. Design-Builder shall identify each Subcontractor as one of the following and shall include a valid proof of certification when required:

- |  |      |
|--|------|
| Certified Minority Business Enterprise         | MBE  |
| Certified Woman Business Enterprise            | WBE  |
| Certified Disadvantaged Business Enterprise    | DBE  |
| Certified Disabled Veteran Business Enterprise | DVBE |
| Certified Other Business Enterprise            | OBE  |
| Emerging Local Business Enterprise             | ELBE |
| Small Local Business Enterprise                | SLBE |

② For information only. 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       |

**BIDDING DOCUMENTS**

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

Contractors seeking the recognition of materials and/or supplies obtained from Vendors/Suppliers towards achieving any mandatory subcontracting goals should submit with their bids the *Named Equipment/Material Supplier List*. The *Named Equipment/Material Supplier List*, at a minimum, should have the name, locations (City) and the percent amount of the Vendors/Suppliers. Contractors will be credited up to 60% of the amount to be paid to the Vendors/Suppliers for such materials/supplies unless vendor manufactures or substantially alters materials/supplies in which case 100% will be credited.

Bidder is to indicate (Y) whether listed firm is a vendor/supplier or manufacturer. In calculating the Subcontractor Participation Percentage, vendors/suppliers will receive 60% credit of the listed percent value, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed percent value for purposes of calculating the Subcontractor Participation Percentage.

NAME AND ADDRESS OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	% VALUE OF MATERIAL OR SUPPLIES	SUPPLIER	MANUFACTURER	MBE, WBE, DBE, DVBE, OBE, ELBE, or SLBE ①	WHERE CERTIFIED ②

① *For information only.* Design-Builder shall identify each Subcontractor as one of the following and shall include a valid proof of certification when required:

- |  |      |
|--|------|
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| Emerging Local Business Enterprise             | ELBE |
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② For information only. 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       |

**BIDDING DOCUMENTS**

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**DESIGN BUILD SLBE-ELBE PLAN EXECUTION CERTIFICATION**  
**TO BE INCLUDED IN THE PRICE PROPOSAL ONLY**

**THIS FORM MUST BE SUBMITTED WITH YOUR SEALED BID.**

Bidder: \_\_\_\_\_

Bid/Spec No.: \_\_\_\_\_

**YOU MUST LIST ALL SLBE-ELBE FIRMS PERFORMING WORK ON THIS PROJECT.**

<b>Contractor Name</b>	<b>Complete Address</b>	<b>Contact Person &amp; Phone Number</b>	<b>Task Description</b>	<b>Dollar Amount</b>

I HEREBY CERTIFY: (1) MY INTENTION TO UTILIZE THE ABOVE SLBE-ELBE FIRMS ON THIS PROJECT AND (2) IF THIS PROJECT INCLUDES A JOINT VENTURE PARTNERSHIP WITH AN SLBE-ELBE, AN AGREEMENT HAS BEEN EXECUTED.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

**FAILURE TO COMPLETE AND SUBMIT THIS FORM WITH THE SEALED BID WILL LEAD TO THE BID BEING DECLARED NON-RESPONSIVE AND, THEREFORE, MAY BE REJECTED.**







## ATTACHMENT E

### SPECIAL TERMS AND CONDITIONS DEPARTMENT OF ENERGY, ENERGY EFFICIENCY COMMUNITY BLOCK GRANT

The Department of Energy requires the following section to be added to all EECBG projects. These specifications are intended for the grant recipient, City of San Diego. Therefore, many of the requirements identified in the subsequent pages are the responsibility of the grantee, the City of San Diego, however the Design Builder shall be required to provide information to the City to comply with these requirements. Also required is Design Builder information on jobs created report that identifies jobs created or retained by the Design Builder as a result of this contract. The jobs created report requires a calculation all work performed by the Design Builder and all sub-consultants and subcontractors. Jobs created the jobs created calculation is performed by dividing the hours worked by all employees in each quarter by 520. A list of the titles and brief description of work completed would also be required.

#### ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM

##### SUBRECIPIENT OR SUBCONTRACTOR FLOWDOWN REQUIREMENTS

##### “Flow Down Requirement”

Subawardees who receive federal funds under an assistance agreement shall comply with the flow down requirements for subawardees specified in the “Special Provisions Relating to Work Funded under American Recovery and Reinvestment Act of 2009” which apply to this award. Additionally, as required by 10 CFR 600.2(b), 10 CFR 600.236, and 10 CFR 600.237, any new, continuation, or renewal award and any subsequent subaward shall comply with any applicable Federal statute, Federal rule, Office of Management and Budget (OMB) Circular and Government-wide guidance in effect as of the date of such award. These requirements include, but are not limited to the following:

- a. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.
- b. In addition to 10 CFR 600, Appendix A, Generally Applicable Requirements, the National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at [http://management.energy.gov/business\\_doe/1374.htm](http://management.energy.gov/business_doe/1374.htm) apply.
- c. 2 CFR 215, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110).”
- d. OMB Circular A-102, “Grants and Cooperative Agreements with State and Local Governments” Common Rules.
- e. OMB Circular A-21, “Cost Principles for Educational Institutions,” OMB Circular A-87, “Cost Principles for State, Local, and Indian Tribal Governments,” OMB Circular A-122, “Cost Principles for Non-Profit Organizations,” or FAR at 48 CFR Part 31, “Contract Cost Principles and Procedures,” for Profit Organizations, as applicable.
- f. OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations.”
- g. Subawardee Application/proposal as approved by DOE.

**SPECIAL TERMS AND CONDITIONS**

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## 1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

## 2. AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Assistance Agreement, plus the following:

- a. Special Terms and Conditions.
- b. Attachments:

Attachment Number	Title
1.	Statement of Project Objectives
2.	Federal Assistance Reporting Checklist and Instructions
3.	Budget Pages (SF 424A)
- c. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.
- d. Application/proposal as approved by DOE.
- e. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at [http://management.energy.gov/business\\_doe/1374.htm](http://management.energy.gov/business_doe/1374.htm).

## 3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

## 4. PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

- a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.
- b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disperse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income,

rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.

- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

## **5. CEILING ON ADMINISTRATIVE COSTS**

- a. Local government and Indian Tribe Recipients may not use more than 10 percent of amounts provided under this program, or \$75,000, whichever is greater (EISA Sec 545 (b)(3)(A)), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Administration.
- b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer.

## **6. LIMITATIONS ON USE OF FUNDS**

- a. By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, for gambling establishments, aquariums, zoos, golf courses or swimming pools.
- b. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(B)), for the establishment of revolving loan funds.
- c. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(C)), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government or Indian tribe.

## **7. REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFIT COSTS**

- a. The Recipient is expected to manage their final negotiated project budgets, including their indirect costs and fringe benefit costs. DOE will not amend an award solely to provide additional funds for changes in the indirect and fringe benefit costs or for changes in rates used for calculating these costs. DOE recognizes that the inability to obtain full reimbursement for indirect or fringe benefit costs means the Recipient must

absorb the underrecovery. Such underrecovery may be allocated as part of the Recipient's cost share.

- b. If actual allowable indirect and fringe benefit costs are less than those budgeted and funded under the award, the Recipient may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, the Recipient must refund the difference.

## **8. USE OF PROGRAM INCOME**

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and used to further eligible project objectives.

## **9. STATEMENT OF FEDERAL STEWARDSHIP**

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

## **10. SITE VISITS**

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

## **11. REPORTING REQUIREMENTS**

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

- b. Additional Recovery Act Reporting Requirements are found in the Provision below labeled: “REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT.”

## **12. PUBLICATIONS**

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

*Acknowledgment:* “This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)].”

*Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

## **13. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS**

You must obtain any required permits, ensure the safety and structural integrity of any repair, replacement, construction and/or alteration, and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

## **14. LOBBYING RESTRICTIONS**

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

## **15. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS**

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project.

The following City of San Diego Activities (1-7) are bounded in compliance with the uploaded and signed Statement of Work. DOE has made a final NEPA determination for the bounded projects, which are categorically excluded from further NEPA review.

- Activity 1: Develop an Energy Efficiency and Conservation Strategy
- Activity 2: Residential Energy Efficiency Program
- Activity 3: Low Income Residential Energy Efficiency Program
- Activity 4: Energy Efficiency Retrofits on Balboa Park Buildings
- Activity 5: Broad Spectrum Lighting Retrofit Pilot
- Activity 6: Municipal Energy Efficiency Retrofits
- Activity 7: City of San Diego Climate Mitigation and Adaptation Plan

Any projects submitted for EECBG funding that fall outside the bounds of the signed Statement of Work will require a separate NEPA determination review.

If you intend to make changes to the scope or objective of your project you are required to contact the Project Officer identified in Block 15 of the Assistance Agreement before proceeding. You must receive notification of approval from the DOE Contracting Officer prior to commencing with work beyond that which is currently approved.

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

## **16. HISTORIC PRESERVATION**

Prior to the expenditure of Project funds to alter any historic structure or site, the Recipient or subrecipient shall ensure that it is compliant with Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. If applicable, the Recipient or subrecipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO) to coordinate the Section 106 review outlined in 36 CFR Part 800. In the event that a State, State SHPO and DOE enter into a Programmatic Agreement, the terms of that Programmatic Agreement shall apply to all recipient and subrecipient activities within that State. SHPO

contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>. Section 110(k) of the NHPA applies to DOE funded activities.

The Recipient or subrecipient certifies that it will retain sufficient documentation to demonstrate that the Recipient or subrecipient has received required approval(s) from the SHPO or THPO for the Project. Recipients or subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. The Recipient or subrecipient shall deem compliance with Section 106 of the NHPA complete only after it has received this documentation. The Recipient or subrecipient shall make this documentation available to DOE on DOE's request (for example, during a post-award audit). Recipient will be required to report annually on September 1 the disposition of all historic preservation consultations by category.

## **17. WASTE STREAM**

The Recipient assures that it will create or obtain a waste management plan addressing waste generated by a proposed Project prior to the Project generating waste. This waste management plan will describe the Recipient's or subrecipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. The Recipient shall ensure that the Project is in compliance with all Federal, state and local regulations for waste disposal. The Recipient shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit).

## **18. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS**

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

## **19. SUBGRANTS AND LOANS**

- a. The Recipient hereby warrants that it will ensure that all activities by sub-grantee(s) and loan recipients to accomplish the approved Project Description or Statement of Project Objectives are eligible activities under 42 U.S.C. 171534(1)-(13). State recipients hereby warrant that they will ensure that all activities by sub-grantee(s) and loan recipients pursuant to 42 U.S.C. 17155(c)(1)(A) to accomplish the approved Project Description or Statement of Project objects are eligible activities under 42 U.S.C. 171534(3)-(13).
- b. Upon the Recipient's selection of the sub-grantee(s) and loan recipients, the Recipient

shall notify (i.e. approval not required) the DOE Contracting Officer with the following information for each, regardless of dollar amount:

- Name of Sub-Grantee
- DUNS Number
- Award Amount
- Statement of work including applicable activities

State recipients shall notify the DOE Contracting Officer with the above information within 180 days of the award date in Block 27 of the Assistance Agreement Cover Page.

- c. In addition to the information in paragraph b. above, for each sub-grant and loan that has an estimated cost greater than \$10,000,000, the recipient must submit for approval by the Contracting Officer, a SF424A Budget Information – Nonconstruction Programs, and PMC 123.1 Cost Reasonableness Determination for Financial Assistance (available at <http://www.eere-pmc.energy.gov/forms.aspx>).

## **20. JUSTIFICATION OF BUDGET COSTS**

- a. In the original application, the recipient did not provide sufficient information to justify the approval or release of funds for the proposed activities. In order to receive reimbursement for the costs associated with the activities listed in the approved Statement of Project Objectives (SOPO), a justification for all proposed costs must be submitted to the DOE Contracting Officer.

- b. The Recipient must provide justification for the following costs:

### **Contractual Costs:**

1. The recipient shall provide the following information for each individual or company that will receive EECBG funding, regardless of dollar amount:

- Name
- DUNS Number
- Award Amount
- Statement of work including applicable activities
- NEPA documentation, as applicable

2. In addition to the information in paragraph 1. above, for each individual or company that has an estimated cost greater than \$10,000,000, the Recipient must submit a separate SF424A Budget Information – Nonconstruction Programs, and Budget Justification. The DOE Contracting Officer may require additional information concerning these individuals or companies prior to providing written approval.

- c. Upon written notification and/or approval by the Contracting Officer, the Recipient may then receive payment for the activities listed in the approved SOPO for allowable costs incurred in accordance with the payment provisions contained in the Special Terms and

Conditions of this agreement. These written notifications and/or approvals will be incorporated into the award by formal modification at a future date.

## **21. ADVANCE UNDERSTANDING CONCERNING PUBLICLY FINANCED ENERGY IMPROVEMENT PROGRAMS**

The parties recognize that the Recipient may use funds under this award for Property-Assessed Clean Energy (PACE) loans, Sustainable Energy Municipal Financing, Clean Energy Assessment Districts, Energy Loan Tax Assessment Programs (ELTAPS), or any other form or derivation of Special Taxing District whereby taxing entities collect payments through increased tax assessments for energy efficiency and renewable energy building improvements made by their constituents. The Department of Energy intends to publish "Best Practices" or other guidelines pertaining to the use of funds made available to the Recipient under this award pertaining to the programs identified herein. By accepting this award, the Recipient agrees to incorporate, to the maximum extent practicable, those Best Practices and other guidelines into any such program(s) within a reasonable time after notification by DOE that the Best Practices or guidelines have been made available. The Recipient also agrees, by its acceptance of this award, to require its sub-recipients to incorporate to the maximum extent practicable the best practices and other guideline into any such program used by the sub-recipient.

## **22. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)**

### Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by

sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

## Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

## Special Provisions

### A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

### B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

**Prohibition on Reprisals:** An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

**Agency Action:** Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

**Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration:** Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, [www.Recovery.gov](http://www.Recovery.gov), for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor – For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure

investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

### **23. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT**

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

### **24. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

\*Special Note: Definitization of the Provisions entitled, “REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009” and “REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009” will be done upon definition and review of final activities.

**25. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

If the Recipient determines at any time that any construction, alteration, or repair activity on a public building or public works will be performed during the course of the project, the Recipient shall notify the Contracting Officer prior to commencing such work and the following provisions shall apply.

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

To Be Determined

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act . (1)(i)*  
Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Items Cost Comparison**

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

\*Include all delivery costs to the construction site.

**26. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

(a) *Definitions.* As used in this award term and condition—

*Designated country* — (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

*Designated country iron, steel, and/or manufactured goods* — (1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

*Domestic iron, steel, and/or manufactured good* — (1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

*Foreign iron, steel, and/or manufactured good* means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

*Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

*Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

*Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.* (1) The award term and condition described in this section implements—

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

To Be Determined

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;  
or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

*(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Items Cost Comparison**

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

\*Include all delivery costs to the construction site.

## **27. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT**

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

## **28. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS**

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and

inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

## **29. DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY STANDARD ACT**

**Definitions:** For purposes of this provision, “Davis Bacon Act and Contract Work Hours and Safety Standards Act,” the following definitions are applicable:

(1) “Award” means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) “Contractor” means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients’ or Subrecipients’ contractors, subcontractors, and lower-tier subcontractors. “Contractor” does not mean a unit of State or local government where construction is performed by its own employees.”

(3) “Contract” means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. “Contract” does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) “Contracting Officer” means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) “Recipient” means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) “Subaward” means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient’s procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of “Award” above.

(7) “Subrecipient” means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

**(a) Davis Bacon Act**

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage

determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, *provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry;  
and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a

determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under

the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the

sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to

journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in (a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(b) Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

### **(c) Recipient Responsibilities for Davis Bacon Act**

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

- (i) Obtain, maintain, and monitor all Davis Bacon Act (DBA) certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
- (ii) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
- (iii) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (ii) above;

- (iv) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
- (v) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
- (vi) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
- (vii) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
- (viii) Provide copies of all records upon request by DOE or DOL in a timely manner.

**(d) Rates of Wages**

The prevailing wage rates determined by the Secretary of Labor can be found at <http://www.wdol.gov/>.

CITY OF SAN DIEGO



PRE-BID CONFERENCE ATTENDANCE SHEET

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Project Name <b>Street Light Conversion Project (DB)</b>	
Bid Number: 5235DB	Internal Order #: 21002317
Location of Pre-Proposal Meeting: 1200 Third Avenue, Suite 200, San Diego, CA 92101	
Date of Pre-Proposal Meeting: 12-21-10	Time of Pre-Bid Meeting: 10:00 A.M.
Project Manager: Tom Cartier (858) 492-6009	
Contract Compliance Officer: Ron White (619) 236-6125	

Attendee Name: Mohammed Oregd. Attendee Title: Asst Elect Engineer - Elec Firm Name: City of San Diego Firm Address:  Phone No.: 619.527-8087	Scope of Work:  Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other]  Fax No.:
Attendee Name: GARY GIBEL Attendee Title: P.W.S. "ELECTRICAL" Firm Name: City of San Diego Firm Address:  Phone No.:	Scope of Work:  Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other]  Fax No.:
Attendee Name: MARTIN EICHMANN Attendee Title: SAN DIEGO REG MGR Firm Name: REPUBLIC ITS Firm Address: 1830 JOHN TOWERS 'A' EL CASON 92020  Phone No.: 619-562-1104	Scope of Work:  Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other]  Fax No.:
Attendee Name: Claudia Abarca for Ron White Attendee Title: Compliance Officer Firm Name: City of San Diego - EOCY Firm Address:  Phone No.: (619) 236-7187	Scope of Work:  Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other]  Fax No.:
Attendee Name: DAMIAN SINGLETON Attendee Title: CONTRACT SPECIALIST Firm Name: CSD Firm Address:  Phone No.: (619) 235-5272	Scope of Work:  Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other]  Fax No.:

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Project Manager: Tom Cartier (858) 492-6009	
Contract Compliance Officer: Ron White (619) 236-6125	

Attendee Name: <b>DANNY SILVESTRIS</b> Attendee Title: <b>PROJECT ENGINEER</b> Firm Name: <b>3-D ENTERPRISES, INC</b> Firm Address: <b>11300 SORRENTO VALLEY RD. #255 SAN DIEGO, CA 92121</b> Phone No.: <b>858-202-0410</b>	Scope of Work: <b>PRIME CONTRACT</b> Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input checked="" type="checkbox"/> OBE [Other] <b>SEE WR</b> Fax No.: <b>858-202-0432</b>
Attendee Name: <b>Mike Cuellar</b> Attendee Title: <b>Estimator</b> Firm Name: <b>Flatiron Electric Group</b> Firm Address: <b>15701 Heon Ave La Mirada, Ca. 90638</b> Phone No.: <b>(714) 228-9631 (714) 228-9635</b> Fax	Scope of Work: <b>Prime</b> Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.: <b>(714) 228-9635</b>
Attendee Name: <b>RON SCHWEIDER</b> Attendee Title: <b>OWNER</b> Firm Name: <b>RONCO SERVICES/CONSULTANT</b> Firm Address: <b>PO BOX 2210 ALPINE CA. 91903</b> Phone No.: <b>619 971 6530</b>	Scope of Work: Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.:
Attendee Name: <b>John Tender</b> Attendee Title: <b>Sr. Acct. Rep.</b> Firm Name: <b>Wesco Distribution Inc</b> Firm Address: <b>7790 Conroy Ch SD, CA. 92111</b> Phone No.: <b>858 299-0237</b>	Scope of Work: Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.: <b>(858) 292-8325</b>
Attendee Name: <b>John Quatt</b> Attendee Title: <b>Owner</b> Firm Name: <b>Quality Built Construction</b> Firm Address: <b>8095 Paseo Arroyan Carlsbad, CA</b> Phone No.: <b>760-533-8203</b>	Scope of Work: Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.:

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PRE-BID CONFERENCE ATTENDANCE SHEET

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Project Manager: Tom Cartier (858) 492-6009	
Contract Compliance Officer: Ron White (619) 236-6125	

Attendee Name: Carlos Cuevas Attendee Title: Sales Engineer, Representative Firm Name: Young & Company Firm Address: 530 S Marengo Ave Pasadena, CA 91101 Phone No.: 626-755-0179	Scope of Work:  Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other]  Fax No.:
Attendee Name: Adam Kleinman Attendee Title: Sales Executive Firm Name: Fluoresco Lighting & Signs Firm Address: 2778 Pomona Blvd Pomona, CA 91768 Phone No.: (909) 592-0870	Scope of Work:  Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other]  Fax No.:
Attendee Name: Hector A. Gannow Attendee Title: V.P. SALES Firm Name: FLUORESCO LIGHTING Firm Address: 4051 AIDANCILLE CARLSBAD, CA. Phone No.: 909 957-3115	Scope of Work:  Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other]  Fax No.:
Attendee Name: Ron Jacobs Attendee Title: SALES MGR Firm Name: Fluoresco Lighting & Signs Firm Address: 2758 VIA ORANGE WAY SPRING VALLEY, CA - 91975 Phone No.: 619-444-9000	Scope of Work:  Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other]  Fax No.:
Attendee Name: STEVEN PELL Attendee Title: PROGRAM MANAGER Firm Name: PAIZ ELECTRIC Firm Address: 1525 CORPORATE DR. ESCONDIDO, CA 92029 Phone No.: 760 535 4345	Scope of Work: C-10, P. E/E/E / DESIGN / CONTRACT. ON Certified Business Status: PRIME <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other]  Fax No.: 760 781 1482

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Contract Compliance Officer: Ron White (619) 236-6125	

Attendee Name: Kirk LeSage Attendee Title: Supt. Firm Name select electric inc Firm Address: 1425 Presioca St. spring valley 91977 Phone No.: 619 460 6060	Scope of Work:  Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other]  Fax No.: 619-460-6069
Attendee Name: Robert Jones Attendee Title: ESTimator Firm Name HMS Construction Inc. Firm Address: 1047 La Mirada Ct. Vista, Ca. 92081 Phone No.: 760-727-9806	Scope of Work:  Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input checked="" type="checkbox"/> OBE [Other]  Fax No.: 760-727-9806
Attendee Name: Troy Ferguson Attendee Title: SALES Firm Name OCS Lighting & Control Firm Address: 5797 Chesapeake Court Ste 200 SOUTH GUST 858-574-4000 Phone No.: 858-574-4000	Scope of Work: Supplier  Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other]  Fax No.:
Attendee Name: EVA BRITTON'S Attendee Title: SALES REP Firm Name GRAYBAR ELECTRIC Firm Address: 8606 MIRAMARI DR. SAN DIEGO, CA. 92126 Phone No.: 858-578-8606	Scope of Work: Supplier  Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input checked="" type="checkbox"/> OBE [Other]  Fax No.: 858-271-1561
Attendee Name: PAUL ERICSON Attendee Title: VP Firm Name SYLVA HUNTERS & GROUP Firm Address: 9665 Granite Ridge Dr #110 SAN DIEGO CA 92123 Phone No.: 858-244-0360	Scope of Work: Electrical Engineer.  Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input checked="" type="checkbox"/> OBE [Other]  Fax No.: 858-244-0361

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Project Manager: Tom Cartier (858) 492-6009	
Contract Compliance Officer: Ron White (619) 236-6125	

Attendee Name: Fred Castro Attendee Title: President Firm Name: Fre Consulting Firm Address: 4099 Huerfano Ave #225 SD 92117 Phone No.: 619-307-0204	Scope of Work: Lighting Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input checked="" type="checkbox"/> OBE [Other] Fax No.:
Attendee Name: Fred Castro Attendee Title: Sales Rep Firm Name: FSG Firm Address: 801 Richfield Rd. Placentia, CA 92870 Phone No.: 619-307-0204	Scope of Work: Construction Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.:
Attendee Name: Ron Proctor Attendee Title: Firm Name: Del Sol Resumes Firm Address: 244 S. Hwy 101 #532 Salina Ranch CA 92070 Phone No.: 760 407-1410	Scope of Work: Lighting Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.:
Attendee Name: Dennis Ortman Attendee Title: Project Manager Firm Name: SASCO Firm Address: 2750 Moore Ave. Fullerton CA Phone No.: 714-870-0217	Scope of Work: Construction Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.: 714-738-3571
Attendee Name: JEFF HINDS Attendee Title: President Firm Name: ACE ELECTRIC, INC. Firm Address: P.O. Box 62107 San Diego, CA 92160 Phone No.: 619 524 9740 EXT 107	Scope of Work: CONTRACTOR Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input checked="" type="checkbox"/> OBE [Other] Fax No.: 619 524 9742

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Project Manager: Tom Cartier (858) 492-6009	
Contract Compliance Officer: Ron White (619) 236-6125	

Attendee Name: Paul Venisse Attendee Title: Executive Major Accounts Firm Name: Sylvania Lighting Services Firm Address: 13350 Gregg St Poway, CA 92064 Phone No.: 858-231-2172	Scope of Work: Installation / product Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.: 858-748-5801
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Attendee Name: Renee Sekanovich Attendee Title: HOLOPHANE Firm Name: 32476 Rosado Court, Temecula, Ca. 92592 Firm Address: 32476 Rosado Court, Temecula, Ca. 92592 Phone No.: 818-974-0352	Scope of Work: Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.:
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Attendee Name: Kristin Miller Attendee Title: San Diego Lighting Firm Name: 9295 Farnham St Firm Address: San Diego, CA 92123 Phone No.: 858-505-1055	Scope of Work: Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.:
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Attendee Name: Woody Lewis Attendee Title: Outside Sales Firm Name: Pacific Lighting of SD Firm Address: 11130 Polaris Dr. 92126 Phone No.: 858 549-9487	Scope of Work: Supplier / Rep Visionaire Roadway Lighting Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.: 858 693-8034
--	--

Attendee Name: Tom Cartier Attendee Title: Project Manager Firm Name: City of SD Firm Address: 8001 Ridgehaven Ct Phone No.: 858 492 6009	Scope of Work: Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.:
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PRE-BID CONFERENCE ATTENDANCE SHEET

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Contract Compliance Officer: Ron White (619) 236-6125	

Attendee Name: Brent MacDonald Attendee Title: ELEC PM Firm Name: SHIMMICK CORST INC Firm Address: Scientific Ave Farming, CA Phone No.: 310-261-1310	Scope of Work:  Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other]  Fax No.: 951-333-1510
Attendee Name: Bob Fitzgerald Attendee Title: PM Firm Name: FSG Firm Address: 801 Rickfield Rd Pinecreek Phone No.: 714 237-9970	Scope of Work:  Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other]  Fax No.:
Attendee Name: Lenny Perez Attendee Title: PRINCIPLE - LIGHTING DESIGNER Firm Name: ANTONIOLLO VISUAL CONCEPTS Firm Address: 7343 Rowson Rd. SD, CA. 92111 Phone No.: <del>858/278-4573</del> 858/278-4573	Scope of Work: LIGHTING DESIGNER Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other]  Fax No.: 858/278-4573
Attendee Name: JAMES FILANC Attendee Title: DIRECTOR, B.D. Firm Name: SOUTHERN CONTRACTING CO. Firm Address: 559 NITWIN OAKS VALLEY SAN MARCOS, CA 92069 Phone No.: 760-744-0760	Scope of Work: GC A-C-10 Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other]  Fax No.: 760-744-9691
Attendee Name: CHRIS HUDSON Attendee Title: PROJECT ASST Firm Name: EFM SOLUTIONS Firm Address: CITY DESIGN TEAM Phone No.: 619 335 8053	Scope of Work: CITY SD DESIGN TEAM Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other]  Fax No.:

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Contract Compliance Officer: Ron White (619) 236-6125	

Attendee Name: DARREN SHAPIRO Attendee Title: SR. PROJECT MGR. Firm Name REPUBLIC ITS Firm Address: 371 BEL MARIN KEYS #200 NOVATO, CA 94949 Phone No.: 415 884-3000	Scope of Work: RETROFIT DESIGN Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.: 415 884- <del>3000</del> 4800
Attendee Name: JIM WAGNER Attendee Title: VP. ENGINEERING Firm Name REPUBLIC ITS Firm Address: 371 BEL MARIN KEYS BLDG #200 NOVATO, CA 94949 Phone No.: 415 884-3000	Scope of Work: RETROFIT DESIGN Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.: 415 884 4800
Attendee Name: KURT FIBERON Attendee Title: ACCOUNT EXECUTIVE Firm Name FLORESCO LIGHTING Firm Address: 2758 VIA ORANGE WAY SPRING VALLEY, CA 91978 Phone No.: 619-444-9000	Scope of Work: RETROFIT & DESIGN Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.: 619-444-9000
Attendee Name: KEVIN HOFFMAN Attendee Title: MANAGER Firm Name CALIF ELEC SUPPLY Firm Address: 1011 BAY BLVD CV. CA 91910 Phone No.: 619-429-2370	Scope of Work: Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.:
Attendee Name: Charles Valdepena Attendee Title: SENIOR SPECIFICATION Firm Name Deco Lighting Firm Address: 2917 S. VALU AVE COMMERCIAL CA. 90040 Phone No.: 626-688-6261	Scope of Work: Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.:

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Contract Compliance Officer: Ron White (619) 236-6125	

Attendee Name: <b>Ken Lau</b> Attendee Title: <b>President</b> Firm Name: <b>Powerlux Corporation</b> Firm Address: <b>1260-E Liberty Way VISTA, CA 92081</b> Phone No.: <b>760-727-2360</b>	Scope of Work: <b>Lighting Luminaires Manufacturer</b> Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.: <b>760-434-4766</b>
Attendee Name: <b>JAMES MOGHAN</b> Attendee Title: Firm Name: <b>AGENT, SASC ELECTRIC</b> Firm Address: <b>313 N. Birch St Santa Ana, CA 92701</b> Phone No.: <b>714 836-8777</b>	Scope of Work: <b>Elec. Contractor</b> Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.:
Attendee Name: <b>MARK SHOTTON</b> Attendee Title: <b>VP</b> Firm Name: <b>MHT Lighting</b> Firm Address: <b>619 S. VULCAN AV, STE 101 ENCINITAS CA 92024</b> Phone No.: <b>619-865-0336</b>	Scope of Work: <b>MANUFACTURER</b> Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.: <b>760-501-0111</b>
Attendee Name: <b>Travis Miles</b> Attendee Title: <b>Account Manager</b> Firm Name: <b>Innovative Green Solutions</b> Firm Address: <b>746 Walker Road Site 16-167 Great Falls, VA 22066</b> Phone No.: <b>202-701-9200</b>	Scope of Work: Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.:
Attendee Name: Attendee Title: Firm Name: Firm Address: Phone No.:	Scope of Work: Certified Business Status: <input type="checkbox"/> DBE [Disadvantaged] <input type="checkbox"/> DVBE [Disabled Veteran] <input type="checkbox"/> OBE [Other] Fax No.:

# City of San Diego

## ADDENDUM "1"



## REQUEST FOR PROPOSAL (RFP)

For

### STREET LIGHT CONVERSION PROJECT DESIGN-BUILD CONTRACT

SPECIFICATION NO.: 5235DB  
IO NO.: 21002317  
CLIENT DEPARTMENT: 2115  
PROJECT TYPE: IH

### PROPOSAL DUE:

**12:00 Noon**

**JANUARY 6<sup>th</sup>, 2011**

**CITY OF SAN DIEGO**

**Purchasing & Contracting Department**

**1200 Third Avenue, Suite 200, MS 56P**

**San Diego, CA 92101**

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For which proposals will be received at San Diego, California, until **Proposal due date and time as stated above.** at the Purchasing and Contracting Department, 1200 Third Avenue, Suite 200, San Diego, California.

### CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the bid package.

A. INTRODUCTION

- A.1 The following changes in Section 2.0 are hereby incorporated into the Request for Proposal for the *Street Light Conversion Project Design – Build Contract*.
- A.2 All prospective bidders are reminded that they are required to acknowledge receipt of this addendum in their submittal in accordance with ATTACHMENT B, Item 1 of the Request for Proposals.

B. CHANGES TO THE REQUEST FOR PROPOSALS

B.1 Bidders Questions and Answers are as follows:

Q. What are the budgets for phase 1 and for phase 2?

A. Phase 1 -The amount allocated for the first phase of the Design Build contract is \$5 million with the intent of to installing as many street lights as the \$5 million budget will allow. The quantities identified on page 148 shall prevail as the determining factor as prices are evaluated in the proposal to review process. However, the quantities will be adjusted to meet the \$5 million budget. Lump sum items will be prorated accordingly.

Phase 2 - The amount allocated for the second phase of the Design Build contract is \$12.9 million. Phase 2 funding would convert the remaining cobra head street lights. The funding for phase 2 is derived from State of California Qualified Energy Conservation Bonds (QECCB). Progress payments for the second phase will be made through a third party QECCB administrator.

Q. Can the prequalification and bonding be reduced because the project is phase funded?

A. Prequalification and Bonding: Funding for phase 1 has been secured by a San Diego City Council Resolution authorizing expenditure of funds in the amount of \$5 million (for phase 1). Therefore, Performance bonds and prequalification for the entire project will be capped at \$5 million throughout the duration of the project. This will be reviewed at the pre-proposal meeting

- B.2 TO SECTION 9.0, PRE-PROPOSAL ACTIVITIES, SUBSECTION 9.2, PRE-PROPOSAL MEETING, DELETE in its entirety and SUBSTITUTE with the following:

A Pre-Proposal meeting will be held on, *from 10:00 A.M. to 11:00 A. M., at 1200 Third Avenue, large conference room, San Diego, CA, 92101.* This pre-proposal meeting is **mandatory**. Any materials distributed at the meeting will be issued to all RFP recipients in the form of an addendum to this RFP. It is necessary for all members of a Design-Builder's team to be present at the Pre-Proposal Meeting. The Design-Builder will be held accountable for receiving and applying all information discussed at the Pre- Proposal Meeting.

- B.3 TO ATTACHMENT A, PROJECT DESCRIPTION, SCOPE OF WORK, AND TECHNICAL SPECIFICATIONS (BRIDGING DOCUMENTS), ITEM 3, SCOPE OF WORK, CONVERSION TABLE, page 15, DELETE in its entirety and SUBSTITUTE with the following:

Conversion Table (Rev 12-16-10)

<u>Existing Fixture System Wattage</u>	<u>Abbre</u> <u>v</u>	<u>Siz</u> <u>e</u>	<u>Induction Fixture Wattage</u> <u>Range</u>
High Pressure Sodium	HS	50	44 - 55
High Pressure Sodium	HS	70	44 - 55
High Pressure Sodium	HS	100	79 - 85
High Pressure Sodium	HS	150	79 - 85
High Pressure Sodium	HS	250	150 - 165
High Pressure Sodium	HS	200	No Change
High Pressure Sodium	HS	310	No Change
High Pressure Sodium	HS	400	No Change
Low Pressure Sodium	LS	35	44 - 55
Low Pressure Sodium	LS	55	44 - 55
Low Pressure Sodium	LS	90	79 - 85
Low Pressure Sodium	LS	135	150 - 165
Low Pressure Sodium	LS	180	150 - 165

The streetlight lists identified in the sample Attachment A-1A Rev 12-16-10 (the actual lists are on the FTP site:( <ftp://ftp.sannet.gov/OUT/Purchasing-Contracting>)

- B.4 TO ATTACHMENT A, PROJECT DESCRIPTION, SCOPE OF WORK, AND TECHNICAL SPECIFICATIONS (BRIDGING DOCUMENTS), ITEM 3, SCOPE OF WORK, CONVERSION, page 16, ADD the following:

Care shall be exercised when converting fixtures to avoid compromising the insulation of the wires contained within the pole. The design builder shall be responsible to check the electrical circuit at the street light fixture to verify the

presence of line voltage before removing the existing fixture. If there is no line voltage present, the design builder shall be responsible for checking the fuse(s) at the pole base. The design builder shall be responsible for providing and installing new fuse(s) if the existing fuse(s) has failed. Once the design builder has established that there is electrical power to the existing fixture, the fixture can be converted.

If it is determined that there is a power supply problem to the pole, the design builder shall document the power issue on a "street light exception list" along with the location and other attributes. The design builder shall be responsible for maintaining the integrity of the existing conductors from the pole base to the fixture being replaced. In the event that the design builder damages the insulation of the existing wiring, the design builder shall be responsible for installing new wiring from the new fixture to the pole base and connecting the new conductors to the existing underground circuit at no cost to the City.

- B.5 TO ATTACHMENT A, PROJECT DESCRIPTION, SCOPE OF WORK, AND TECHNICAL SPECIFICATIONS (BRIDGING DOCUMENTS), ATTACHMENT A-1 TABLES, page 18 and 19, DELETE in its entirety and SUBSTITUTE with the page 6 of 9 through 7 of 9 as attached to this Addendum "A".
- B.6 TO ATTACHMENT A, PROJECT DESCRIPTION, SCOPE OF WORK, AND TECHNICAL SPECIFICATIONS (BRIDGING DOCUMENTS), ATTACHMENT A-3 MINIMUM STREET LIGHT LUMINAIRE MANUFACTURE/SUPPLIER REQUIREMENTS, MINIMUM STREET LIGHT SUPPLIER/MANUFACTURER QUALIFICATIONS, QUALIFICATIONS #6 page 30, DELETE in its entirety and SUBSTITUTE with the page 8 of 9 as attached to this Addendum "A".
- B.7 TO ATTACHMENT A, PROJECT DESCRIPTION, SCOPE OF WORK, AND TECHNICAL SPECIFICATIONS (BRIDGING DOCUMENTS), ATTACHMENT A-5 STREET LIGHTING MILESTONES page 36, DELETE in its entirety and SUBSTITUTE with the page 9 of 9 as attached to this Addendum "A".
- B.8 TO ATTACHMENT B, PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA page 37, ITEM 2, EXCEPTIONS TO THIS RFP (PASS/FAIL), DELETE in its entirety and SUBSTITUTE with the following:

2. Exceptions to this RFP (PASS/FAIL)

Attachment A-3 identifies the technical parameters that are desired for the cobra head type induction streetlights. The design builder is responsible for identifying the most suitable cobra head street light fixtures for City consideration, evaluation and written approval.

These minimum street light manufacturer/supplier qualifications shall be submitted with the initial proposal. The certification sheets are identified in Attachment A-3. This list is an abbreviated list of those requirements identified in attachment A-3

1. Five years of experience manufacturing streetlights
2. Sale and delivery of a minimum 1500 induction fixtures
3. Certification of manufacturers authorized distributor
4. Federal compliance with ARRA "Buy American" requirements
5. Certification of IES full cutoff distribution and Certification IES files are available upon 48 hours notice
6. Component Provision for Philips and Sylvania or approved equal
7. Fixture Delivery Certification that 2600 cobra head fixtures can be installed per month
8. Certification of bonding for material (streetlight fixtures) and Certification of warranty
9. Absence of intellectual property dispute
10. Certification of photocell and labeling

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

Hildred Pepper, Jr., Director  
Purchasing and Contracting Department

Dated: December 20, 2010  
San Diego, California

HP/nb/rir

## SDG&amp;E SAMPLE STREET LIGHT DATA (SEE FTP SITE FOR COMPLETE LIST)

SDG&E SL #	SDG&E LOCATION DESCRIPTION	TYP E	SIZ E	SERIE S	SDG&E ACCT #	SL STATU S	RAT E
20850003	COLLEGE AV @ EL CAJON BL SW	HS	19	N	7696541800	B	LS2
34836001	COLLEGE AV S/O EL CAJON BL 200' W/S	HS	14	N	7696541800	B	LS2
7203002	COLLEGE AV @ COLLEGE WY SW	LS	17	N	7696541800	B	LS2
35768633	CAROL ST @ COLLEGE WY SW	HS	14	N	9946534451	B	LS2
35768760	BRADFORD ST @ COLLEGE WY SW	LS	9	N	9946534451	B	LS2
35767532	COLLEGE WY @ ESTELLE ST NW	LS	9	N	9946534451	B	LS2
15437003	COLLEGE AV @ ESTELLE ST W/S	LS	17	N	7696541800	B	LS2
35765408	60TH ST @ ESTELLE ST N	HS	19	N	9946534451	B	LS2
35765409	60TH ST @ ESTELLE ST S	HS	14	N	9946534451	B	LS2

## SAMPLE CITY OF SAN DIEGO STREET LIGHT DATA (SEE FTP SITE FOR COMPLETE LIST)

CITY SAP-ID	CITY LOCATION DESCRIPTION	MODE L	TYPE	THOM AS BROS	X Coordinate	Y Coordinate
SX-009461-002	6061 COLLEGE AV @ EL CAJON BL SW	Cobra	HIGH PRESSURE SODIUM-250	1269-E5	6310461.346	1857715.688
SS-007560-001	COLLEGE AV S/O EL CAJON BL 200' W/S	Cobra	HIGH PRESSURE SODIUM-150	1250-J4	6310463.222	1857586.277
SX-009541-001	4560 COLLEGE AV @ COLLEGE WY SW-4560	Cobra	HIGH PRESSURE SODIUM-250	1228-G7	6310507.118	1857429.403
SX-009544-001	CAROL ST @ COLLEGE WY SW-176815	Cobra	HIGH PRESSURE SODIUM-150	1250-J4	6310447.875	1857202.778
SX-009627-001	BRADFORD ST @ COLLEGE WY SW-P178456	Cobra	HIGH PRESSURE SODIUM-150	1250-J4	6310521.500	1856983.000
SX-009673-001	COLLEGE WY @ ESTELLE ST NW-677426	Cobra	HIGH PRESSURE SODIUM-150	1330-E6	6310430.500	1856768.500
SX-009660-002	COLLEGE AV @ ESTELLE ST W/S	Cobra	HIGH PRESSURE SODIUM-250	1269-E5	6310652.361	1856777.660
SX-009676-001	60TH ST @ ESTELLE ST W/S (N INT)-P176053	Cobra	HIGH PRESSURE SODIUM-250	1228-H1	6310061.500	1856692.818
SX-009686-001	60TH ST @ ESTELLE ST E/S (S INT)-P176054	Cobra	HIGH PRESSURE SODIUM-150	1351-D4	6310125.000	1856646.750

**SAMPLE STREET LIGHT SUBMITTAL LIST**

CITY SAP-ID	SDG&E SL #	CITY LOCATION DESCRIPTION	SDG&E LOCATION DESCRIPTION	EXIST. TYPE	EXIST WATTAGE	EXIST. VOLTAGE	NEW TYPE	NEW WATTAGE	DATE SL CONVE RTED	LAT COOR	LONG COOR	X COORDINATE (NAD 83 CA ZONE 6)	COG (NA Z)
SX-009461-002	20850003	6061 COLLEGE AV @ EL CAJON BL SW	COLLEGE AV @ EL CAJON BL SW	Cobra	250								
SS-007560-001	34836001	COLLEGE AV S/O EL CAJON BL 200' W/S	COLLEGE AV S/O EL CAJON BL 200' W/S	Cobra	150								
SX-009541-001	7203002	4560 COLLEGE AV @ COLLEGE WY SW-4560	COLLEGE AV @ COLLEGE WY SW	Cobra	250								
SX-009544-001	35768633	CAROL ST @ COLLEGE WY SW-176815	CAROL ST @ COLLEGE WY SW	Cobra	150								
SX-009627-001	35768760	BRADFORD ST @ COLLEGE WY SW-P178456	BRADFORD ST @ COLLEGE WY SW	Cobra	150								
SX-009673-001	35767532	COLLEGE WY @ ESTELLE ST NW-677426	COLLEGE WY @ ESTELLE ST NW	Cobra	150								
SX-009660-002	15437003	COLLEGE AV @ ESTELLE ST W/S	COLLEGE AV @ ESTELLE ST W/S	Cobra	250								
SX-009676-001	35765408	60TH ST @ ESTELLE ST W/S (N INT)-P176053	60TH ST @ ESTELLE ST N	Cobra	250								
SX-009686-001	35765409	60TH ST @ ESTELLE ST E/S (S INT)-P176054	60TH ST @ ESTELLE ST S	Cobra	150								

Minimum Street Light Supplier/Manufacturer Qualifications

Qualification #6A - Components Provision

Recently, due to claims of inferior induction street light construction, patent infringements and infringement upon intellectual properties, the manufacturer or authorized manufacturer's representative shall provide certification that the components used in the induction fixture are original equipment manufacturer components manufactured by either Phillips or Sylvania. We acknowledge that there are many manufactures of induction products however we are specifying that the critical components contained within the fixtures be Sylvania or Philips or approved equal.

Yes \_\_\_\_\_

No \_\_\_\_\_

Certified By  
Print Name: \_\_\_\_\_

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

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

Minimum Manufacturer Qualifications

Street Lighting Milestones (Rev 12-16-10)

<u>#</u>	<u>Month</u>	<u>Year</u>	<u>Milestone Activity</u>	<u>Monthly SL's completed</u>
1	Feb-11	2010	Issue Notice to Proceed to Design Builder, Initiate design of cobra head fixtures, Authorize mobilization/ start up cost reimbursement. Begin the fixture procurement process.	0
2	Mar-11	2011	Place order for first 10,000 cobra head fixtures	0
3	Apr-11	2011	Complete 2600 Cobra head conversions	2600
4	May-11	2011	Complete 2600 Cobra head conversions	2600
5	Jun-11	2011	Complete 2600 Cobra head conversions, Place Second order for 28,7000 street lights	2600
6	Jul-11	2011	Complete 2600 Cobra head conversions Initiate post top retrofit design	2600
7	Aug-11	2011	Complete 2600 Cobra head conversions	2600
8	Sep-11	2011	Complete 2600 Cobra head conversions	2600
9	Oct-11	2011	Complete 2600 Cobra head conversions	2600
10	Nov-11	2011	Complete 2600 Cobra head conversions Complete Initial post top retrofit design	2600
11	Dec-11	2011	Complete 2600 Cobra head conversions	2600
12	Jan-12	2011	Complete 2600 Cobra head conversions	2600
13	Feb-12	2011	Complete 2600 Cobra head conversions	2600
14	Mar-12	2012	Complete 2600 Cobra head conversions	2600
15	Apr-12	2012	Complete 2600 Cobra head conversions	2600
16	May-12	2012	Complete 2600 Cobra head conversions	2600
17	June-12	2012	Complete 2600 Cobra head conversions	2300
			<b>Totals</b>	<b>38,700</b>

# City of San Diego

## ADDENDUM "2"



## REQUEST FOR PROPOSAL (RFP)

For

### STREET LIGHT CONVERSION PROJECT DESIGN-BUILD CONTRACT

SPECIFICATION NO.: 5235DB  
IO NO.: 21002317  
CLIENT DEPARTMENT: 2115  
PROJECT TYPE: IH

#### PROPOSAL DUE:

**12:00 Noon**

**JANUARY 6<sup>th</sup>, 2011**

**CITY OF SAN DIEGO**

**Purchasing & Contracting Department**

**1200 Third Avenue, Suite 200, MS 56P**

**San Diego, CA 92101**

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For which proposals will be received at San Diego, California, until **Proposal due date and time as stated above.** at the Purchasing and Contracting Department, 1200 Third Avenue, Suite 200, San Diego, California.

#### **CHANGES TO CONTRACT DOCUMENTS**

The following changes to the RFP are hereby made effective as though originally issued with the bid package.

THE PROPOSAL DATE FOR THIS PROJECT HAS BEEN EXTENDED  
TO 12:00 P.M. ON JANUARY 20, 2011.

A. INTRODUCTION

A.1 The following changes in Section B are hereby incorporated into the Request for Proposal for the *Street Light Conversion Project Design – Build Contract*.

A.2 All prospective bidders are reminded that they are required to acknowledge receipt of this addendum in their submittal in accordance with ATTACHMENT B, Item 1 of the Request for Proposals.

B.1 TO ATTACHMENT ‘B’, pages 37 through pages 49, **DELETE** in its entirety and **SUBSTITUTE** with pages 4 of 17 through pages 16 of 17 of this Addendum ‘2’.

B.2 To ATTACHMENT C, CONTRACT FRONT END VOLUME 1, page 54, ADD the following:

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SIGNED, AS REQUIRED, AND SUBMITTED WITH THE BID	
Document	Type
Equal Benefits Ordinance Certification of Compliance	ALL

B.3. To ATTACHMENT C, CONTRACT FRONT END VOLUME 1, INSTRUCTION TO BIDDERS, ADD the following:

**EQUAL BENEFITS:** This contract is subject to the City’s Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, Bidders shall certify at the time of Bid on the City provided form, they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the Contract [SDMC §22.4304(e)].

The Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and shall post a copy of the following statement in an area frequented by employees:

“During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”

The Contractor shall give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City’s website at [www.sandiego.gov/purchasing/](http://www.sandiego.gov/purchasing/) or can be requested from the Equal Benefits Program at (619) 533-3948.

- B.4 To the City Supplement, PART 1, Section 7-5 PERMITS, FEES, AND NOTICES, DELETE item e) in its entirety.
- B.5. TO ATTACHMENT "D", CONTRACT FRONT END VOLUME 2, BIDDING DOCUMENTS, EQUAL BENEFIT ORDINANCE CERTIFICATION OF COMPLIANCE **ADD** as page 17 of 17 of this Addendum 2.

Hildred Pepper, Jr., Director  
Purchasing and Contracting Department

Dated: January 5, 2011  
San Diego, California

HP/nb/li/ms

# **ATTACHMENT B**

## **Environmental Services**

### **PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA**

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

1. Addenda to this RFP (PASS/FAIL)

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

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

2. Exceptions to this RFP (PASS/FAIL)

Attachment A-3 identifies the technical parameters that are desired for the cobra head type induction streetlights. The design builder is responsible for identifying the most suitable cobra head street light fixtures for City consideration, evaluation and written approval.

These minimum street light manufacturer/supplier qualifications shall be submitted with the initial proposal. The certification sheets are identified in Attachment A-3. This list is an abbreviated list of those requirements identified in attachment A-3

1. Five years of experience manufacturing Cobra streetlights
2. Sale and delivery of a minimum 1500 induction fixtures
3. Certification of manufacturer's authorized distributor
4. Federal compliance with ARRA "BuyAmerican" requirements
5. Certification of IES full cutoff distribution and Certification IES files are available upon 48 hours notice
6. Component Provision for Philips and Sylvania or approved equal
- 7.
8. Fixture Delivery Certification that 2600 cobra head fixtures can be installed per month
9. Certification of bonding for material (streetlight fixtures) and Certification of warranty
10. Absence of intellectual property dispute
11. Certification of photocell and labeling

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

3. Executive Summary (5 Points Maximum)

Include a one- to two-page overview of the entire Proposal describing the highlights of the

Proposal. Failure to provide the executive summary will result in the RFP being considered non-responsive and ineligible for further consideration. Provide an executive summary not to exceed three pages. Identify why the Design Build provides the best value. Current project challenges include identifying the induction fixture with the best value, mobilizing an effective workforce to accomplish the work by the identified milestones, and integrating street light lists. Identify the single point of contact for questions regarding the fixtures submittals. Provide relevant experience of key project personnel for each entity in the design build team. Identify any work experience for a municipality or governmental agency with dates of engagement, work description, costs and energy savings in kWh and payback period in years. Additional resumes of the key personnel may be appended to the three page executive summary.

4. **Project Team (5 Points Max)**

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

- a. Installation Subcontractors
- b. Electrical - Lighting Designer
- c. GIS and GPS Software Technicians

Identify the business ownership including the type of business venture (corporation, partnership, joint venture, etc.). Describe the organizational structure, providing a graphic representation of the organizational hierarchy that includes each entity (designer, consultant, contractor, subcontractor, vendor, and supplier) and the number of years each firm has been in business under its present name and/or organizational structure.

Identify whether any of the design build team members have been involved in any bankruptcy or reorganization in the last ten (10) years. If yes, please explain. Identify the number of years each entity assembled under the design build umbrella operated under its current name and/or management.

5. **Technical Fixture Approach (25 Points Max)**

The below matrix identifies the technical requirements for the streetlight luminaires. These criteria will be evaluated in accordance with the percentage or "Weight" identified. The score for this technical section will be prorated as 25 Points in the overall selection criteria. Design builders should describe how they comply with each attribute identified. Appropriate submittals should be included for each item. Each item indicated shall have the corresponding Attribute number as identified in the below matrix on the upper right corner of each submittal. These criteria will be used by the City to aid in making an informed evaluation of the Design-Builder's technical approach.

**Luminaire Evaluation Matrix**  
**(Technical Fixture Approach)**

#	Attribute	Weight
1	Compatibility and interchangeability of components amongst similar wattages and climate zones without requiring use of special tools. It is desirable for luminaires within the same climate zone to have interchangeable parts.	10%
2	Multiple Operating Voltages: It is desirable to have multi-voltage or multi-volt ballasts/generators so that one type of fixture is operable between 110 and 277 Volts AC. External transformers are not permissible as a component for the luminaire input voltage.	10%
3	Unspecified value, identify items or services offered in addition to those in the attached specifications or scope of work offered as part of the proposal. If none, please state "none".	5%
4	Ingress Protection (IP) Rating: Climate zone 7 street light fixtures with IP rating greater than IP-65 for the optical assembly. Climate zones 10 street light fixtures with IP rating greater than IP-54, for optical assembly.	10%
5	Thermal management of the heat generated by internal components. Heat dissipation may be managed differently depending on the climate zone that the fixture is installed. Provide fixture manufacture documentation of heat dissipation during Non Operating Temperatures for the fixtures submitted in climate zone 10, stating how that the generator can survive if a photo cell fails and the fixture is left on during daytime above temperatures of +176°F (+80°C). Similarly fixture manufacture documentation of heat dissipation during Non Operating Temperatures for the fixtures submitted in climate zone 7, stating how that the generator can survive if a photo cell fails and the fixture is left during daytime temperatures temperature can survive a non-operating temperature of +158°F (+70°C). Operating temperature rating: Fixtures that operate with higher ambient operating temperature range for zone 10 shall be 30°F to +130°F.	10%
6	Surge Suppression: identify how well the fixture manages to withstand high repetition transients as a result of utility transients. Provide documentation indicating how transients are suppressed with on-board circuitry for Surge Suppression utilizing Surge Suppression Devices (SSD)	10%
7	Dimming: Identify the degree of dimming capability availability to at least 50% output. Provide a matrix indicating Lumen output versus input wattage. Identify control circuitry for dimming (0 to 10 V external control or wireless control capabilities)	5%

8	Fixture assembly design, and construction workmanship including but not limited to: weight, optical reflector assembly, openings, seals and gaskets compartments component accessibility and ease of component access. Workmanship of fixture housing, component alignment, use of internal space, paint, non-corrosive parts including, screws, and mounting hardware. Components with “plug and receptacle” type connections hinged doors lanyards. Fixture construction to prevent the components from accidentally opening while providing ease of accessibility within the fixture, power supply connection to the power door with quick disconnect device.	10%
9	Extended Manufacturer’s Warranty: Will the manufacturer provide an extended warranty in excess of 120 months from the date of installation.	10%
10	IES Files photometric file review and lumen depreciation, fixture Lighting Efficiency Rating (LER).	20%
	Total	100%

Part of #3 Above - Unspecified Value Added Offerings

The following page should be used to identify any offering of unspecified value.



6. **Identify Fixtures (10 Points Max)**

Submit fixture catalogue sheets from the manufacture for each fixture submitted. The panel will score each fixture in accordance with the specifications identified in Attachment A-2.

Those in final consideration will be asked to provide sample fixtures for evaluation.

<b><u>Induction Fixture Wattage</u></b>	<b><u>Climate Zone</u></b>	<b><u>Identify Fixture Make Model and Catalogue Number</u></b>
Cobra Head 50-55 Watt	7	
Cobra Head 50-55 Watt	10	
Cobra Head 80-85 Watt	7	
Cobra Head 80-85 Watt	10	
Cobra Head 150-165 Watt	7	
Cobra Head 150-165 Watt	10	
<b>Note: Design Builders in the final review process shall be required submit sample fixtures</b>		

7. **Design Builder Capability (20 Points Max)**

The below matrix identifies the capability requirements for the Design Builder. These criteria will be evaluated in accordance with the percentages identified. The score for this technical section will be prorated as 25 Points in the overall selection criteria. Design Builders shall described how they comply with each attribute identified. Each item shall contain the corresponding number identified in the below matrix.

## Design Builder Capability Matrix

#	Attribute	Weight
1	Local Representation – Percentage of work force from San Diego County. Ability to assemble local team of local subcontractors, vendors, and manufacturers.	10%
2	What experience does the design builder bring to the table to reach milestones, accelerate construction as needed to and maintain project milestone goals as identified in Attachment A-4. What is the track record on completing projects on time and within budget.	10%
3	Experience establishing and enforcing warranties including responsiveness to repair nonfunctional street lights.	10%
4	History of reliable street light fixture and component selection. Experience developing and/or designing “best practices” for street light systems with luminaire performance utilizing technical attributes such as measuring heat dissipation while preventing objectionable material such as particulate intrusion that cause lumen depreciation. Identify the number of street lighting patents for new technology that sustain the expected life or increase the efficiency of street lighting systems. Previous awards for design or construction.	10%
5	Experience selecting outdoor lighting fixtures. Expertise with IES criteria including but not limited to BUG ratings, small target visibility, luminance, illuminance for comprehensive evaluation of fixture criteria. and software used for evaluating photometrics, including S/P ratios	10%
6	Experience designing traffic control plans and obtaining traffic control permits.	5%
7	Organizational skills to mobilize workforces in an effective fashion to accomplish milestones. Ability to utilize several contractors and secure stream of material for a most effective contracting installation work force.	10%
8	Astronomy and Observatory understanding: Experience developing new technology that may reduce observatory concerns such as “scattering,” by developing and designing special phosphor vessel recipes by significantly reducing wavelengths less than 550 nanometers. Experience developing skyglow forecast for street light that would model or calculate the existing and proposed skyglow resulting from conversion to induction. Experience with adaptive technology, controls, and advancements in technology to reduce energy consumption during nighttime low-volume traffic flows .	10%
9	Experience with GIS (Geographical Information System) and GPS (Global Positioning System) and Microsoft Excel spreadsheets as they relate to modifying the street light lists identified on the FTP site. Ability to sort, match and modify the street light locations lists. Modify the City list by adding the unique SDG&E street light number to assemble and update the City street light list with location description, GPS coordinate, date of conversion, existing wattage, voltage, new wattage, SAPID and the SDG&E unique streetlight number.	15%

10	Experience assisting with public outreach and community relations, presentations to the public, especially in moderating and responding to questions while maintaining positive image during difficult or tumultuous construction issues. Experience with agency or government large projects where the project activities are subject to public and media scrutiny.	5%
11	Experience or ability to comply with Department of Energy (DOE) requirements including but not limited to Buy American, Davis Bacon, and job creation reporting requirements to the DOE	5%
	<b>Total</b>	<b>100%</b>

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

As set forth in the RFQ and this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is City’s expectation that firms doing business with City, and are able to demonstrate, the same level of commitment.

a. Work Force Report

Include either a completed Work Force Report (see Attachment ‘C’) for its employees located within San Diego County only; or the specific actions consistently taken to ensure equal opportunity in their employment and subcontracting practices, including past performance and actions to be taken on this Project. The selected firm may be required to submit workforce data for a regional office prior to contract award.

b. Subcontractor Documentation

The Design-Builder shall provide with its Technical Proposal a listing of at least three largest Subcontractors (constructors only) for the Project and all other Subcontractors (design professionals, etc.) that are known at the time it submits its Proposal, using the form(s) provided in the Price Proposal forms found in Attachment ‘D’ of this RFP. Subcontractors include design professionals, as well.

Any changes to the listing of the proposed Subcontractors that have occurred in the information, required data or documentation submitted in the RFP shall be submitted in accordance this section, and shall be included in an attachment, which shall be entitled “Subcontractor Documentation” using the form(s) provided in the Price Proposal forms found in Attachment ‘D’ of this RFP.

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

c. Equal Opportunity Plan

The Design-Builder shall include in the Proposal a copy of the Equal Opportunity Plan submitted with its RFP. The plan shall include the specific steps the Bidder will

take to demonstrate their commitment to ensure all segments of the contractor, consultant and vendor community are provided the opportunity to compete on this project.

9 Submittal Organization and Clarity (5 Points Max)

The design builder shall submit the below forms as cover page for the referenced sections when submitting their proposal. Blank electronic forms are available on the FTP site. Additional information may be appended to the section. Clearly labeled the upper right-hand corner of each sheet with the corresponding reference number indicated in below table, and organize the proposal in accordance with the sections identified. The panel will use the forms submitted with each proposal to score. It is suggested that the design builder maintain this organization to score well, in category Section 9 **Submittal Organization and Clarity.**

Identify a single point of contact if questions arise regarding the proposal so that questions may quickly be resolved.

Identify a single point of contact for the manufacturers authorized distributor

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

E-mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_

#	Section 5 Technical Fixture Approach	Weight	Score
1	<b><u>Compatibility and Interchangeability of Parts:</u></b> Identify how the street light fixtures have interchangeable parts amongst common climate zones.	10%	
2	<b><u>Multi-Volt Operation:</u></b> Include fixture manufacturer's documentation of multi-volt operation.	10%	
3	<b><u>Unspecified value:</u></b> Identify any other benefit that may not be identified in this request for proposal that can add value to the project	5%	
4	<b><u>Ingress Protection (IP) Rating:</u></b> Clearly identify each climate zone and provide manufacturer's documentation of the IP rating.	10%	
5	<b><u>Thermal management:</u></b> Clearly identify thermal management designations with manufacturer's written documentation.	10%	
6	<b><u>Surge Suppression:</u></b> Clearly identify transient suppression capabilities. Identify time on abscissa (horizontal, X axis) and Kilovolts on the ordinate (vertical, Y axis), with manufacturer's written documentation of the surge suppression capabilities.	10%	

7	<b><u>Dimming</u></b> : Identify the degree of dimming capability availability to at least 50% output. Provide a matrix indicating graphical representation Lumens output versus input wattage. Identify Watts on the abscissa (horizontal, X axis) and lumens on the ordinance (vertical, Y axis). Identify how the dimming control circuitry functions and it can be integrated into a street lighting system. Identify percent dimming and whether there are wireless control capabilities that are compatible with “Smart-Grid” technology.	5%	
8	<b><u>Fixture assembly design</u></b> : Identify in order: Weight, optical reflector assembly, openings in fixture housing; removable and hinged access doors; lanyards and seals; gaskets and filters; component accessibility; component arrangement; power supply connections; internal space efficiency; internal parts and electrical components with “plug and receptacle” type connections; external parts including, screws, and mounting hardware; ergonomic compatibility; accessibility to optical assembly, generator, and power supply connections; fixture durability; workmanship and any other features not identified herein	10%	
9	<b><u>Extended Manufacturer’s Warranty</u></b> : Identify in months any warranty in excess of 120 months from the date of installation.	10%	
10	<b><u>IES photometric files</u></b> : Provide web link to IES files, Provide independent written documentation including but not limited to manufacturers lumen depreciation with hours on the (abscissa x-coordinate) of the Luminare Efficiency Rating (LER).	20%	
	Total	100%	

#	7. Design Builder Capability	Weight	Score
1	<b><u>Local Representation:</u></b> Provide a maximum of one page identifying percentages of local labor workforce work force (anticipated payments to business entities located San Diego County) on this project. The total must add to 100%. Include all components of contribution including but not limited to subcontractors, vendors, and manufacturers.	10%	
2	<b><u>Scheduling Work force and Reaching Milestone:</u></b> Provide a maximum of one page describing experience utilized to reach milestones, and potentially accelerate construction as identified in Attachment A-4. Separately provide an accounting of how projects have been completed on time and within budget.	10%	
3	<b><u>Warranty Enforcement:</u></b> Provide a maximum of one page describing experience enforcing warranties and ability to respond and replace nonfunctional street lights.	10%	
4	<b><u>Street Light “Best Practices”:</u></b> Provide a maximum of one page describing experience developing and/or designing “best practices” for lighting systems that include luminaire performance, heat dissipation, particulate intrusion, and lumen depreciation mitigation. Identify patents, new technology for sustaining lumen levels and the long expected luminaire life, and increase efficacy. Identify patents and awards for design or construction.	10%	
5	<b><u>Experience selecting outdoor lighting fixtures:</u></b> Provide a maximum of two pages describing expertise with IES files and lighting criteria including small target visibility, luminance, illuminance for comprehensive evaluation of lighting photometrics and fixture selection criteria. Identify software used for evaluating photometrics, including S/P ratios	10%	
6	<b><u>Traffic Control:</u></b> Provide a maximum of one page describing experience designing and implementing traffic control plans including obtaining traffic control permits.	5%	
7	<b><u>Mobilization and Organizational Skills:</u></b> Provide a maximum of two pages describing ability to utilize multiple contractors and procuring fixtures in an effective installation work force to accomplish milestones	10%	
8	<b><u>Astronomy Understanding:</u></b> Provide a maximum of two pages describing experience developing new technology that may reduce observatory concerns such as “scattering,” by developing and designing special phosphor vessel recipes by significantly reducing wavelengths less than 550 nanometers. Experience developing skyglow forecast for street light that would model or calculate the existing and proposed skyglow resulting from conversion to induction. Experience with adaptive technology, controls, and advancements in technology to reduce energy consumption during nighttime low-volume traffic flows. An additional page may be devoted to technical information regarding the virtues and problems with LED lighting as it relates to astronomy concerns.	10%	

9	<b><u>Experience with GIS (Geographical Information System), GPS (Global Positioning System), and Microsoft Excel spreadsheets:</u></b> Provide a maximum of two pages describing experience utilizing software to match the street lights on the City list with the unique SDG&E street light number. Identity means of modifying the street light lists identified on the FTP with GPS coordinates and providing GIS maps. Provide details how the City street light list can be updated with location description, GPS coordinate, date of conversion, existing SL type and wattage, voltage, new wattage, SAPID and the SDG&E unique streetlight number.	15%	
10	<b><u>Public Outreach:</u></b> Provide a maximum of one page describing experience performing public outreach and community relations, presentations to the public, especially in moderating and responding to questions while maintaining positive image during difficult or tumultuous construction issues. Experience with agency or government large projects where the project activities are subject to public and media scrutiny.	5%	
11	<b><u>Department of Energy (DOE) Requirements:</u></b> Provide a maximum of two pages describing experience or ability to comply with Department of Energy (DOE) requirements including but not limited to Buy American, Davis Bacon, and job creation reporting requirements to the DOE	5%	
<b>Total</b>		<b>100%</b>	

<b>6. Identify Fixtures</b>			
<b><u>Induction Fixture Wattage</u></b>	<b><u>Climate Zone</u></b>	<b><u>Identify Fixture Make Model and Catalogue Number</u></b>	<b><u>Score 16.7% max for each</u></b>
Cobra Head 50-55 Watt	7		
Cobra Head 50-55 Watt	10		
Cobra Head 80-85 Watt	7		
Cobra Head 80-85 Watt	10		
Cobra Head 150-165 Watt	7		
Cobra Head 150-165 Watt	10		
<b>Note: Design Builders in the final review process shall be required submit sample fixtures</b>			

10. Reference Checks (5 Points Max)

Identify at least three references for each entity identified on the project team including subcontractors, designers, suppliers, and consultants.

**Total Points: 100**

<b>Proposal Evaluation Matrix Summary</b>			
<b><u>Section</u></b>	<b><u>Criteria</u></b>	<b><u>Max Points</u></b>	<b><u>Score</u></b>
1	Addenda to this RFP	Pass/Fail	
2	Exceptions to this RFP & Minimum S/L Requirements	Pass/Fail	
3	Executive Summary	5	
4	Project Team	5	
5	Technical Fixture Approach	25	
6	Identify Fixtures	10	
7	Design Builder Compatibility	20	
8	EEOCP	25	
9	Submittal organization and clarity	5	
10	Reference checks	5	
	<b>Total Composite Rating</b>	<b>100</b>	

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



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

**COMPANY INFORMATION**

Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

**CONTRACT INFORMATION**

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

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

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

This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at [www.sandiego.gov](http://www.sandiego.gov).

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm’s compliance status with the EBO by selecting A, B, or C below. The City may request supporting documentation.

- A.**  I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides identical benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
- B.**  I am not now in compliance, but request approval of **provisional compliance** with the EBO (*contractor must select one*):
- Until my firm completes administrative steps to implement compliance (3 month maximum).
  - Until effective date of my firm’s first open enrollment period (1 year maximum).
  - Until expiration of current collective bargaining agreement(s) with my firm.
- C.**  I request approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm (*contractor must select all*):
- Made reasonable efforts to comply, but will not be able to comply with EBO requirements before contract completion.
  - Will amend policies to extend benefits for which a cash equivalent is not available to domestic partners.
  - Will notify employees of the availability of a cash equivalent in lieu of equal benefits.

Under penalty of perjury under laws of the State of California, I certify I understand and will comply with requirements of the Equal Benefits Ordinance in the manner affirmed above in accordance with San Diego Municipal Code, Chapter 2, Article 2, Division 43 and the Rules Implementing the Equal Benefits Ordinance.

Name/Title of Signatory	Signature	Date
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**FOR OFFICIAL CITY USE ONLY**

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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# City of San Diego

## ADDENDUM "3"



## REQUEST FOR PROPOSAL (RFP)

For

### STREET LIGHT CONVERSION PROJECT DESIGN-BUILD CONTRACT

SPECIFICATION NO.: 5235DB  
IO NO.: 21002317  
CLIENT DEPARTMENT: 2115  
PROJECT TYPE: IH

### PROPOSAL DUE:

**12:00 Noon**

**JANUARY 20<sup>th</sup>, 2011**

### CITY OF SAN DIEGO

**Purchasing & Contracting Department**

**1200 Third Avenue, Suite 200, MS 56P**

**San Diego, CA 92101**

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For which proposals will be received at San Diego, California, until **Proposal due date and time as stated above.** at the Purchasing and Contracting Department, 1200 Third Avenue, Suite 200, San Diego, California.

### CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the bid package.

A. INTRODUCTION

- A.1 The following changes in Section B are hereby incorporated into the Request for Proposal for the *Street Light Conversion Project Design – Build Contract*.
- A.2 All prospective bidders are reminded that they are required to acknowledge receipt of this addendum in their submittal in accordance with ATTACHMENT B, Item 1 of the Request for Proposals.

B CHANGES TO THE REQUEST FOR PROPOSALS

B.1 Bidders Questions and Answers are as follows:

Q1. How will dimming be considered in the evaluation?

A1. Section 5 Technical Fixture Approach is weighted for 25 points of the overall 100. This section contains one dimming attribute in Item # 7, with an individual weight of 5%. Therefore the overall dimming weight in the proposal is  $(.25 \times .05 = .0125)$  1.25% of the overall evaluation. The additional cost of providing a fixture that has dimming should be identified in this section. Proposals submitted in accordance with the Bidding Documents **SHALL NOT INCLUDE THE COSTS ASSOCIATED WITH DIMMING**. The narrative in Section 5 Technical Fixture Approach should describe dimming and how a dimming control system could be effectively incorporated into a street light system. The intent of this section is to obtain concepts for future dimming implementation, without committing to a dimming program. Dimming concepts will be rated accordingly in the evaluation process.

Q2. Must the IES Files be from independent testing facility?

A2. The IES Files shall originate from a third party independent testing facility.

Q3. Will retrofit kits be allowed?

A3. No retrofit kits shall be allowed. Disregard all references to retrofit kits.

Q4. How will IES files be evaluated in Section 5, #10, IES photometric files?

A4. Delete Section 5, #10, IES photometric files and substitute the following:

**IES photometric files:** Provide a web link to IES files. Provide independent written documentation including but not limited to

manufacturers' lumen depreciation with hours on the (abscissa x-coordinate), and the Luminaire Efficiency Rating (LER).

- Q5. How will post top light be integrated into the process?
- A5. Post top or Acorn style street lights are not part of the RFP process. Disregard all references to post top street lights.
- Q6. How are the prequalification and bonding requirements considered with the project phase funding?
- A6. Design Builders must be prequalified for \$5 million. Design Builders shall maintain a \$5 million bond throughout the duration of the contract until the Notice of Completion is filed.
- Q7. Qualification #1 - 5 Years Experience on Page 25 indicates that "the manufacturer is required to have five years in business manufacturing 'outdoor cobra street lighting.'" Page 37 specifies five years experience manufacturing street lights (cobra not specified). Can clarification regarding "cobra street lighting" versus "street light" be provided?
- A7. The manufacture shall have a minimum of 5 years manufacturing UL listed outdoor cobra street lighting.
- Q8. Qualification #2 Sale and Delivery of at Least 1,500 Induction Fixtures on Page 26 requires sale and delivery of at least 1,500 induction light fixtures. Must the 1500 fixtures be "Cobra head" type?
- A8. The sale and delivery of 1500 induction light fixtures are not required to be cobra head type fixtures.
- Q9. What is the definition of Cobra head fixtures?
- A9. Cobra head are fixtures that fit on the end of a mast arm with full cut off capability and Type III light distribution. They are distinguished from shoe box type fixtures by having rounded external corners.
- Q10. Can a clarification be provided regarding Qualification #3 on Page 27 regarding the manufacturer and authorized distributor?
- A10. The manufacturer of the street light induction components shall certify that the supplier (entity assembling the induction components) is authorized (by providing a certificate) to use the manufacture's induction components as installed and assembled in the fixture. The intent of this requirement is to verify that the fixture supplier is properly utilizing the induction components to sustain a long fixture life.

Q11. How will design builder be required to respond to nonfunctioning street lights during the 10 year warranty period?

A11. The Contractor shall execute and submit the supplemental agreement for the extended Project warranty i.e., Long Term Warranty Contract (LTWC) covering the Project's workmanship and materials included in the Contract Documents as an exhibit to Attachment A of the RFP via this addendum. The extended warranty services under LTWC shall commence upon Acceptance of the items of the Work i.e., repair of converted street light fixtures that necessitated the specified extended warranty. An extended 3 year Project warranty backed by payment and performance bond in combination with a 7 years manufacturer's warranty may be substituted for LTWC when accepted by the City prior to award. In summary, the Design-Builder (or the manufacturer during the manufacturer's warranty period) shall repair or replace the street light fixture within 5 Working Days from receiving notification from the City. All the warranty work, including the manufacturer's warranty, shall include the labor, equipment and material costs to repair and replace the defective item. The Design-Builder (or the manufacturer during the extended warranty period) shall notify the City within 24 hours after the light fixture is repaired or replaced. Refer to the LTWC for additional information. The provisions of Section 2-3, "SUBCONTRACTS" shall not apply to LTWC.

Q12. What are the hours of work?

A12. Refer to Volume 1, Part 1 of the Supplementary Special Provisions (SSP), Page 119, for Normal Working Hours. The City may allow work to start at 7:00 AM on residential streets per Section 6-1.3 of the City Supplement (WHITEBOOK).

Q13. What is the maximum number of pages that the proposers may submit?

A13. The below table identifies the number of pages allowed for the Technical portion, and evaluation of the proposal. Reference Sections 5.1, 5.2, and 5.3 beginning on page 45 of the RFP to put into context other required sealed documents. Dividers and Table of Contents will not be counted as a page. Reference Attachment B Section 9, Submittal Organization, and Clarity on page 45 for rating criteria. See Table below

<b>Maximum Number of Technical Pages</b>		
<b>Section</b>	<b>Criteria</b>	<b>Max # of Pages</b>
2	Exceptions to this RFP & Minimum Street Light Fixture Requirements	10
3	Executive Summary	3
4	Project Team	3
5	Technical Fixture Approach	10
6	Identify Fixtures	1
7	Design Builder Compatibility	16
8	EEOCP	8
9	Submittal organization and clarity	1
10	Reference checks	1
<b>Total Number of Single Sided Pages for Technical Evaluation</b>		<b>53</b>

Q14. Who is the City's official Point of Contact as specified in Section 9.1?

A14. Tom Cartier at email [TCartier@sandiego.gov](mailto:TCartier@sandiego.gov); Phone 858.492.6009

Q15. How are the freeway lanes and ramps in Cal-Trans right of ways treated?

A15. Caltrans lights are not included in the street light conversion list and therefore will not be converted.

Q16. What classification of cutoff will be accepted for fixture submittals, in Item 6.3 on page 21 of Attachment A-2.

A16. All new fixtures shall be full cut off in accordance with the 2005 version of RP-8, which requires less than 10% of rated lumens between the angles of 80 and 90 degrees above the nadir; and no illumination above an angle 90 degree above the nadir. In reference to the BUG rating standard, submitted fixtures shall be fully shielded. "Fully Shielded" is defined as a luminaire capable of emitting light only in the lower photometric hemisphere.

- Q17. How are technical exceptions to the specifications in Attainments A-2 treated in the review? For example, are segmented reflectors acceptable?
- A17. They will be rated in accordance with Attachment B, with technical evaluations as described in the technical evaluation matrices.
- Q18. Where are the boundaries of the climate zones identified?
- A18. A more detailed map of the California Climate zones may be found at the California Energy Commission (CEC) web site: [http://www.energy.ca.gov/maps/building\\_climate\\_zones.html](http://www.energy.ca.gov/maps/building_climate_zones.html).
- Q19. Where is the conversion work to begin (what streets)?
- A19. Section 3.0 Scope of Work on pages 14 describes that, “The Design-Builder shall provide maps of proposed locations to be upgraded and a comprehensive map of previously converted areas.” Generally, the Design Builder shall propose to the City their conversion schedules with street light lists and maps indicating locations where the conversions will take place for City written approval.
- Q20. What is the liquidated damage amount?
- A20. Add to the Supplementary Special Provision: **Section 6-9 Liquidated Damages**; To the City Supplement, **DELETE** in its entirety and **SUBSTITUTE** with the following: **MODIFY** the daily value to read \$1000 per day.
- Q21. Are there any more details on traffic control requirements?
- A21. Senior City Field Engineering Traffic Control Section staff confirmed the traffic control concepts discussed at the pre-proposal meeting.
- Q22. What are the minimum and maximum pole heights?
- A22. Refer to City and Caltrans standard drawings as pole heights vary.
- Q23. What are the chances that the additional \$12.9 million Phase 2 funded work will be incorporated into the Design Build contract?
- A23. This is a Phased Funded contract in an amount not to exceed \$17.9M. The Phase 2 funding is currently programmed to be incorporated into the project. The decision to terminate the 2nd phase shall be solely at the discretion of the City. See 6-5, “TERMINATION OF THE CONTRACT FOR CONVENIENCE.” The City will process Contractor’s invoices up to a total amount of \$5,000,000 for phase 1

directly, and beyond this, amounts for phase 2 will be paid through an escrow account upon the City's acceptance of the Work.

Q24. Will SDG&E provide maps or GIS data showing the locations of the SDG&E street lights?

A24. SDG&E will not provide GIS or maps showing the locations of their street lights. All street location information that is available is posted on the FTP site <ftp://ftp.sannet.gov/OUT/Purchasing-Contracting> file name: "5253-DB Street Light Lists"

Q25. What does the City mean by "survey quality GPS" as referenced on Page 14, 3.0 Scope of Work?

A25. A survey quality GPS has a tolerance within 1-foot. Use Coordinate system NAD 83, Zone 6. EPOCH 91.35 per record of survey 14492 and vertical datum NGVD-29. A surveyor is not required to record the GPS coordinates, however it is recommended that a surveyor be consulted to set up and initiate the GPS recording process to assure accurate coordinates.

B.2 To Section 5.4 REVIEW OF TECHNICAL PROPOSAL, page 7, **ADD** the following:

**5.4.3** During the technical review, the City reserves the right to contact proposers for clarifications.

B.3 To ATTACHMENT C, CONTRACT FRONT END VOLUME 1, DBE Special Notice, FEDERALLY SUBCONTRACTING PARTICIPATING GOALS, Page 56, **DELETE** in their entirety and **SUBSTITUTE** the following:

Small Disadvantaged Business:	5%
Woman-Owned Small Business:	5%
HUBZone Business:	3%
Service-Disabled Veteran Owned Small Business (SDVOSB):	3%

B.4 To ATTACHMENT C, CONTRACT FRONT END VOLUME 1, **ADD** Attachment A-6, Long Term Warranty Contract (LTWC), pages 9 of 22 through 20 of 22 as attached to this Addendum '3'.

B.5 To ATTACHMENT C, CONTRACT FRONT END VOLUME 1, City of San Diego Equal Opportunity Contracting Program Requirements, Item J. Good Faith Effort Documentation Submittals, page 117, **ADD** the following:

The Contractor shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

B.6 To ATTACHMENT D, Contract Front End Volume 2, Bid Proposal, pages 148-149, **DELETE** in their entirety and **SUBSTITUTE** pages 21 of 22 through 22 of 22 of this Addendum '3'.

Hildred Pepper, Jr., Director  
Purchasing and Contracting Department

Dated: January 7, 2011  
San Diego, California

HP/nb/li/ms/les

## LONG-TERM WARRANTY CONTRACT

This Long-Term Warranty Contract [Contract] is made and entered into by and between the City of San Diego [City], a municipal corporation, and [Name of successful Design-Builder, to be identified after award of the RFP ] [Design-Builder], who may be individually or collectively referred to herein as a "Party" or the "Parties."

### RECITALS

A. On or about February XX, 2011] the Parties entered into an agreement for the construction of [Street Light Conversion Project Design-Build Contract] [Project], IO number [21002317], Bid No. [5253DB]. This Project was accepted by the City on \_\_\_\_\_.

B. In accordance with the Agreement, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term warranty requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of [Street Light Conversion Project Design-Build Contract] [Warranty Requirements].

C. The Contractor is ready and willing to fulfill its Warranty Requirements in accordance with the terms of this Contract [Warranty Contract].

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

### THE PARTIES AGREE:

#### INTRODUCTORY PROVISIONS

- 1. Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this contract by this reference.
- 2. Exhibits Incorporated.** All Exhibits and Attachments referenced in this contract are incorporated into this contract by this reference.
- 3. Contract Term.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and it shall be effective until completion of the Work, described in Section 1.1 below.
- 4. Terms and Conditions.** This contract is subject to the terms and conditions of the Agreement included in the Part 1 of The GREENBOOK and The WHITEBOOK and EOCP Section and Section 801 through Section 808 of The WHITEBOOK except as follows.

## SECTION 1: SCOPE OF WORK

**1.1 General.** The Contractor shall fulfill the Project's Warranty Requirements [Work] as identified in the scope of work attached as Exhibit A. in a manner satisfactory to the City. The City will give written notice to the Contractor of needed Warranty Contract Work and a deadline to perform such Work. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform this work and the Contractor's Surety shall be liable for the cost thereof.

The Contractor shall provide all equipment, labor, and materials necessary to perform the [180] - month long-term warranty requirement] as described in the written in Exhibit A, at the direction of the City.

**1.2 Work Schedule.** The Contractor shall create and adhere to a comprehensive schedule of Work for performance of this contract [Work Schedule]. The Work Schedule shall include routine inspection when specified in Exhibit A and infrequent operations such as repairs. The Work Schedule shall be submitted to and approved by the City prior to the commencement of Work. The City may require the Contractor to revise the Work Schedule. The Contractor shall not revise the Work Schedule unless the revisions have received the prior written approval of the City.

**1.3 Commencement of Work.** The Warranty Contract shall begin on the date indicated in the field notification to be issued by City to the Contractor in accordance with the Project's Agreement [Field Notification], and shall continue for a minimum of [180] months. A copy of the Field Notification shall be attached hereto as Exhibit B.

**1.4 Performance of Work.** The Work shall be performed in accordance with the street light fixture manufacturer's recommendations. To perform the Work, Contractor shall comply with the following:

**1.4.1** The Contractor shall hold a proper State Contractor's License.

**1.4.2** The Contractor shall hold a City of San Diego Business License.

**1.4.3** The Contractor shall hold a license or authorization from the lining manufacturer.

**1.4.4** Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet, attached hereto as Exhibit C.

## SECTION 2: ADMINISTRATION

**2.1 Contract Administrator.** The Engineering and Capital Projects Department is the Contract Administrator for the Warranty Contract. The Contractor shall perform the Work under the direction of a designated representative of the Engineering and Capital Projects Department. The City will communicate with the Contractor on all matters related to the administration of this contract and the Contractor's performance of the Work rendered hereunder. When this contract refers to communications to or with City, those communications shall be with the City, unless the City or this contract specifies otherwise. Further, when this contract requires an act or approval by City, that act or approval will be performed by the City.

**2.2 Local Office.** The Contractor shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this contract with the City. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative would fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls from the City shall be returned within a one (1) hour period.

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

#### **2.4 Staffing.**

**2.4.1 Supervision.** The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all Work required under this contract.

**2.4.2 Contractor Inspections.** The Contractor shall perform inspections of the Work site and prepare and submit to the City a punch list of Work to be performed and dates of correction. The punch list shall include a comprehensive report of Work performed at the Work site.

### **SECTION 3: COMPENSATION**

**3.1 Maximum Compensation.** The compensation for this contract shall not exceed \$[the Contractor's lump sum bid amount for this long-term warranty contract; will be established during the award process] [Contract Price].

**3.2 Wage Rates.** Refer to the Agreement for Prevailing wages requirements for this contract.

**3.3 Method of Payment/Monthly Reports.** The payments will be made as a percentage of Contract Price relative to the length of time passed. As conditions precedent to payment, the Contractor shall submit the following documents to the City by the first of each month a detailed invoice and report of warranty work performed and materials used in the prior month. The Contractor's failure to submit the required reports or certified payrolls as described in the Agreement.

**3.4 Final Payment.** The Contractor shall not receive the final payment, and the bond(s) will not be released, until the following conditions have been completed to City's satisfaction:

**3.5.1** The item(s) of the work subject to this warranty coverage as specified in Exhibit A [Warranty Items] have been determined to be in compliance with the Agreement.

**3.5.2** The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached hereto as Exhibit E, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

**3.5.3** The Contractor has performed comprehensive and successful testing and checks of the Warranty Items.

## **SECTION 4: TERMINATION**

**4.1 Termination for Default.** If the Contractor fails to perform or adequately perform any obligation required by this contract, the Contractor's failure constitutes a Default. If the Contractor fails to satisfactorily cure a Default within 10 Working Days of receiving written notice from City specifying the nature of the Default, City may immediately cancel this contract and make a demand on the Contractor's surety, or terminate this contract, and terminate each and every right of the Contractor, and any person claiming any rights by or through Contractor under this contract.

## **SECTION 5: BONDS, INSURANCE, AND INDEMNIFICATION**

**5.1 Contract Bonds.** Prior to commencement of the Work, Contractor, at its sole cost and expense, shall provide to City the following bonds issued by a surety authorized to issue bonds in California and otherwise satisfactory to City:

**5.1.1** A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

**5.1.2** A Warranty Bond in an amount not less than the Contract Price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects. The Warranty Bond shall remain in full force and effect until performance of the Work is completed as set forth in this contract.

**5.2 Insurance.** The Contractor shall not begin the Work under this contract until it has: a) obtained insurance certificates reflecting evidence of all insurance required in this Section; however, City reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by City; b) obtained City approval of each company or companies as required by this Section; c) confirmed that all policies contain the specific provisions required in this Section. Further, Contractor shall not modify any policy or endorsement thereto which increases City's exposure to loss for the duration of this contract.

**5.2.1 Types of Insurance.** At all times during the term of this contract, Contractor shall maintain insurance coverage as follows:

**5.2.1.1 Commercial General Liability.** For all of Contractor's operations, including contractual, broad form property damage, completed operations, and independent Contractor's liability, Contractor shall keep in full force and effect, during any and all Work on this contract, all applicable insurance to cover personal injury, bodily injury and property damage, providing coverage to the limits specified in the Agreement for general liability, completed operations and personal injury other than bodily injury. 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. Contractual liability limitation endorsement is not acceptable.

**5.2.1.2 Commercial Automobile Liability.** For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile insurance for bodily injury and property damage providing coverage to a limit specified in the Agreement. Insurance certificate shall reflect coverage for any automobile [any auto]. The City shall be named as an additional insured, but only for liability arising out of use of Contractor's automobiles and only arising out of Work performed under this contract.

**5.2.1.3 Worker's Compensation.** For all of Contractor's employees who are subject to this contract and to the extent required by the State of California, Contractor shall keep in full force and effect, a workers compensation policy. That policy shall provide liability coverage as specified in the Agreement, and the Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**5.2.1.4 Third Party Property Damage.**

**5.2.2 Rating Requirements.** All insurance required by express provision of this contract shall be carried only by responsible insurance companies that have been given at least an "A" or "A-" and "V" rating by AM BEST, that are licensed to do business in the State of California, and that have been approved by City.

**5.2.3 Deductibles.** All deductibles on any policy shall be the responsibility of the Contractor.

**5.2.4 Specific Provisions Required.** Each policy required under this Section shall expressly provide, and an endorsement shall be submitted to the City, that:

**5.2.4.1** Except as to Workers Compensation, City of San Diego and its respective elected officials, officers, employees, agents, and representatives shall be named as additional insured. The City's Additional Insured status shall be reflected on additional insured endorsement form CG 20 10, or equivalent, which shall be submitted to the City.

**5.2.4.2** The policies are primary and non-contributing to any insurance that may be carried by the City, as reflected in an endorsement which shall be submitted to the City.

**5.2.4.3** The policies cannot be canceled, non renewed or materially changed except after 30 days prior written notice by the Contractor to City by certified mail, as reflected in an endorsement which shall be submitted to the City except for non-payment of premium, in which case 10 days notice will be provided.

**5.2.4.4** Before performing any Work, the Contractor shall provide the City with all Certificates of Insurance accompanied with all endorsements.

**5.2.4.5** The Contractor may obtain additional insurance not required by this contract.

**5.2.5 Surplus Lines.** A policy by a Surplus Lines insurer is presumptively invalid unless accompanied by: i) a document specifically naming The City of San Diego as additional insured; ii) a Service of Suit stating that the company agrees to be sued in California on any issue arising out of this contract; iii) a cut-through endorsement to an admitted company; iv) a statement regarding why the company could not be placed with an admitted insurer (Cal. Ins. Code Section 1763); v) an insurance certificate which names the surplus lines broker (Cal. Ins. Code Section 1764).

## SECTION 6: SPECIAL PROVISIONS

**6.1 Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to performance of any Work.

**6.2 Drug-Free Workplace.** The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this contract by this reference. The Contractor has certified to the City that it will provide a drug-free workplace by submitting a Certification for a Drug-Free Workplace form.

**6.2.1 Contractor's Notice to Employees.** The Contractor shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

**6.2.2 Drug-Free Awareness Program.** The Contractor shall establish a drug-free awareness program to inform employees about all of the following:

**6.2.2.1** The dangers of drug abuse in the work place.

**6.2.2.2** The policy of maintaining a drug-free work place.

**6.2.2.3** Available drug counseling, rehabilitation, and employee assistance programs.

**6.2.2.4** The penalties that may be imposed upon employees for drug abuse violations.

**6.2.2.5 Posting the Statement.** The Contractor shall post the drug-free policy in a prominent place.

**6.2.2.6 Subcontractor's Contracts.** The Contractor further certifies that each contract for Subcontractor Services for this contract shall contain language that binds the Subcontractor to comply with the provisions of Section 7.1 of this contract, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. The Contractors and Subcontractors shall be individually responsible for their own drug-free work place program.

**6.2.2.7 Program Requirements Satisfaction.** The requirements of a drug-free awareness program can be satisfied by periodic "tailgate sessions" covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, the Contractor shall be expected to provide a listing of drug rehabilitation and counseling programs available in the community at large.

**6.3 Americans With Disabilities Act.** The Contractor is responsible as an employer, contractor, and the City representative to comply with all portions of Title 24 and the ADA. (For specific services and public accommodations, the Contractor may contact the Office of the Americans with Disabilities Act, Civil Rights Division, U.S. Department of Justice, P.O. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301.) The Contractor acknowledges and agrees that it is aware of and will comply with Council Policy 100-04, incorporated herein by this reference, adopted by Resolution No. R-282153, relating to the

federally-mandated ADA. The policy applies equally to the Contractor and all Subcontractors. The Contractor shall include in each subcontract agreement language which requires Subcontractor to abide by the provisions of this Section 7.2. The Contractor and all Subcontractors shall be individually responsible for administering their own ADA and Title 24 program.

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

## **SECTION 7: GENERAL PROVISIONS**

**6.1 Assignment.** The Contractor shall not assign the obligations under this contract, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this contract, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**6.2 Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of City. Any provisions of this contract that may appear to give City any right to direct Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**6.3 Covenants and Conditions.** All provisions of this contract expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.

**6.4 Jurisdiction, Venue, and Attorney's Fees.** The venue for any suit or proceeding concerning this contract, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

**6.5 Successors in Interest.** This Contract and all rights and obligations created by this contract shall be in force and effect whether or not any Parties to the Contract have been succeeded by another entity, and all rights and obligations created by this contract shall be vested and binding on any Party's successor in interest.

**6.6 Integration.** This Contract and the exhibits, attachments, and references incorporated into this contract fully express all understandings of the Parties concerning the matters covered in this contract. No change, alteration, or modification of the terms or conditions of this contract, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this contract agreed to by both Parties. All prior negotiations and agreements are merged into this contract.

**6.7 Counterparts.** This Contract may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

**6.8 No Waiver.** No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this contract, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this contract, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

**6.9 Severability.** The unenforceability, invalidity, or illegality of any provision of this contract shall not render any other provision of this contract unenforceable, invalid, or illegal.

**6.10 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this contract, and the decision of whether to seek advice of counsel with respect to this contract is a decision which is the sole responsibility of each Party. This Contract shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Contract.

**6.11 Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

**Project Manager: To ensure that all signatures and at least one section of contract appear on the same page.**

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Purchasing & Contracting Department Director in accordance with Resolution No. R-[\*insert number of Resolution authorizing advertising and award of underlying construction contract\*], and by Contractor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, **[2011]**.

THE CITY OF SAN DIEGO

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

Mayor or designee

I HEREBY CERTIFY I can legally bind **[name of Contractor to be determined during RFP award process]** and that I have read all of this Contract, this \_\_\_\_\_ day of \_\_\_\_\_, **[insert year]**.

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

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

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

I HEREBY APPROVE the form and legality of the foregoing Contract this \_\_\_\_\_ day of \_\_\_\_\_, **[\*insert year\*]**.

Jan I. Goldsmith, City Attorney

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

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

Deputy City Attorney

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

**NTS: Insert specifications which apply to your project.**

**I. Location of Work.** The location of the Work to be performed are the locations where the street light fixtures were converted as identified by the list of approximately 37,800 street lights city-wide, [.....] as shown on the As Built list in generated by the Design Builder accordance with RFP Specifications described in Section 3.0 Scope of work beginning on page 14 of the RFP and resulting Street Light [Conversion Contract Specifications], which are incorporated into this contract by this reference as though fully set forth herein.

**II. Description of Work.** The Contractor shall monitor the Warranty Items during the Warranty Program in accordance with this contract and the RFP Specifications such that the completed facility complies with the Agreement and its Contract Documents and as set forth in the Work Schedule.

The Work includes complete warranty repairs, replacement, or both including labor, materials, equipment, permits, and services necessary to maintain the street light fixtures in conformance with the warranty requirements of the Agreement.

**III. TBD**

**EXHIBIT B**  
**FIELD NOTIFICATION**

**[Inset a copy of the City's Field Notification which establishes the commencement date of the Warranty Program.]**

The project a Notice of Completion date will identify the commencement of the long-term warranty

**EXHIBIT C**  
**LICENSE DATA SHEET**

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

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

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

**Street Light Manufacturers Name:** \_\_\_\_\_

License Number: \_\_\_\_\_

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

**Street Light Manufacturers Advisor's Name:** \_\_\_\_\_

License Number: \_\_\_\_\_

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

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

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

**PRICE PROPOSAL FORMS**

I/WE AGREE TO THE DESIGN AND CONSTRUCTION OF **STREET LIGHT CONVERSION PROJECT DESIGN - BUILD CONTRACT**, FOR THE CITY OF SAN DIEGO, IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS FOR THE PRICES LISTED BELOW:

<b>Item No.</b>	<b>NAICS Code</b>	<b>Description</b>	<b>"D"</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1	541330	Engineering and Design Services, Including Periodic Reports and As-Builts	D	1	LS		\$
2	238210	Install 50-55 Watt Cobra Head Induction Street Light Fixture in Climate Zone 7		7500	EA	\$	\$
3	238210	Install 80-85 Watt Cobra Head Induction Street Light Fixture in Climate Zone 7		21700	EA	\$	\$
4	238210	Install 150-165 Watt Cobra Head Induction Street Light Fixture in Climate Zone 7		6500	EA	\$	\$
5	238210	Install 50-85 Watt Cobra Head Induction Street Light Fixture in Climate Zone 10		800	EA	\$	\$
6	238210	Install 80-85 Watt Cobra Head Induction Street Light Fixture in Climate Zone 10		1500	EA	\$	\$
7	238210	Install 150-165 Watt Cobra Head Induction Street Light Fixture in Climate Zone 10		700	EA	\$	\$
8	238210	Remove and Recycle Existing HPS and LPS Street Light Fixtures		38700	EA	\$	\$
9	238210	Long Term Warranty Contract (LTWC)		1	LS		\$
10	238210	Bond (Payment and Performance)		1	LS		\$
11	238210	City Contingency		1	AL		\$285,000
<b>TOTAL FOR PROPOSAL (ITEMS NO 1 THROUGH 11 INCLUSIVE)</b>						<b>\$</b>	

Total Price for Design-Build Proposal, (items 1 through 11, 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 Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

**NOTES:**

- A. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- B. In the case of inconsistency or conflict, between the sums of the Extensions with the Estimated Total Bid, the sum of the Extensions shall govern.

# City of San Diego

## ADDENDUM "4"



## REQUEST FOR PROPOSAL (RFP)

For

### STREET LIGHT CONVERSION PROJECT DESIGN-BUILD CONTRACT

SPECIFICATION NO.: 5235DB  
IO NO.: 21002317  
CLIENT DEPARTMENT: 2115  
PROJECT TYPE: IH

#### PROPOSAL DUE:

**12:00 Noon**  
**JANUARY 20<sup>th</sup>, 2011**

**CITY OF SAN DIEGO**  
**Purchasing & Contracting Department**  
**1200 Third Avenue, Suite 200, MS 56P**  
**San Diego, CA 92101**

For which proposals will be received at San Diego, California, until **Proposal due date and time as stated above.** at the Purchasing and Contracting Department, 1200 Third Avenue, Suite 200, San Diego, California.

#### **CHANGES TO CONTRACT DOCUMENTS**

The following changes to the RFP are hereby made effective as though originally issued with the bid package.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED**  
TO 12:00 P.M. ON **FEBRUARY 9<sup>TH</sup> 2011.**

A. INTRODUCTION

- A.1 The following changes in Section B are hereby incorporated into the Request for Proposal for the *Street Light Conversion Project Design – Build Contract*.
- A.2 All prospective bidders are reminded that they are required to acknowledge receipt of this addendum in their submittal in accordance with ATTACHMENT B, Item 1 of the Request for Proposals.

Hildred Pepper, Jr., Director  
Purchasing and Contracting Department

Dated: January 19, 2011  
San Diego, California

HP/nb/rir

# City of San Diego

## ADDENDUM "5"



# REQUEST FOR PROPOSAL (RFP)

For

## STREET LIGHT CONVERSION PROJECT DESIGN-BUILD CONTRACT

SPECIFICATION NO.: 5235DB  
IO NO.: 21002317  
CLIENT DEPARTMENT: 2115  
PROJECT TYPE: IH

### PROPOSAL DUE:

**12:00 Noon**  
**FEBRUARY 9<sup>th</sup>, 2011**

**CITY OF SAN DIEGO**  
**Purchasing & Contracting Department**  
**1200 Third Avenue, Suite 200, MS 56P**  
**San Diego, CA 92101**

For which proposals will be received at San Diego, California, until **Proposal due date and time as stated above.** at the Purchasing and Contracting Department, 1200 Third Avenue, Suite 200, San Diego, California.

### **CHANGES TO CONTRACT DOCUMENTS**

The following changes to the RFP are hereby made effective as though originally issued with the bid package.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED**  
TO 12:00 P.M. ON **FEBRUARY 17, 2011.**

A. INTRODUCTION

A.1 The following changes in Section B are hereby incorporated into the Request for Proposal for the ***Street Light Conversion Project Design-Build Contract***.

A.2 All prospective bidders are reminded that they are required to acknowledge receipt of this addendum in their submittal in accordance with ATTACHMENT B, Item 1 of the Request for Proposals.

**Note:** Due to time constraints the following questions and answers will be the final set to be provided through addendum. The City does not intend to answer future questions unless the answers have material impact on Bids as determined by the City.

B CHANGES TO THE REQUEST FOR PROPOSALS

B.1 CLARIFICATION TO ADDENDUM "4", Section A. INTRODUCTION, Item A.1, Page 2 of 2, there were no changes in Section B. The addendum was issued to extend the Proposal Due Date **ONLY**.

B.2 Bidders Questions and Answers are as follows:

**Q1.** Do purchases of material through a qualified minority or disadvantaged enterprises qualify for the equal opportunity contracting goals on the project?

**A1.** Volume 2 of 2, Forms AA25 & AA30 on pages 152 and 153 of the original RFP identify the methods of calculating how material and equipment purchases qualify for equal opportunity contracting goals.

**Q2.** Is the fixture manufacturer required to provide a 10 year (120 month) warranty?

**A2.** The Design-Builder is required to provide:

1. Preferably a 10 year warranty backed by payment and performance bonds or
2. a 3 year warranty backed by payment and performance bonds and obtains a 7 year manufacturer's warranty for labor and materials naming the City as the beneficiary.

**Q3.** Why is there such a high requirement for Intrusion Protection rating (IP-65) for the fixture optical assemblies?

**A3.** Substitute the specified Intrusion Protection rating of IP-65 with IP-54 for the proposed street light fixtures. The Design-Builder shall recognize the life cycle perspective by addressing maintenance as a component of Attachment B Section 5, Item 4 IP rating as identified on Page 45 in the technical section of the original RFP. In general, there may be other technical topics that proposers may discuss in the Technical Fixture Approach to promote long-term durability or life cycle value.

**Q4.** How will the revised Addendum "3", EEO requirements to 3% DVBE participation, from the original 3% SDVOSB participation in the RFP affect City review?

**A4.** RFP proposal shall adhere to the affirmative steps listed in 10 CFR 600.236(e)(2)(i) through (vi) as noted in item B.5 of Addendum "3". The City will only accept certifications for the mandatory goals determined by the Department of Energy from the U.S. Small Business Administration (SBA) and the U.S. Department of Commerce Minority Business Development Agency (MBDA). Failure to solicit subcontractors from these agencies and to advertise for the required certifications will result in a bid deemed non compliant with the affirmative steps and therefore will be deemed non responsive.

- Q5.** Will the City provide a Shapefile or other geographical files in electronic format of the work area?
- A5.** Yes. However, the City does not guarantee the accuracy and completeness of the information provided.
- Q6.** Does the City require the Contractor to use ArcGIS software or can other GIS software be used? Also, if ArcGIS is required, does the City require copies of current version of ArcGIS to be supplied?
- A6.** The City requires that GIS files are compatible with the City's GIS system (i.e., ArcGIS software) and standards. The City does require files provided be compatible with the City's current version of ArcGIS.
- Q7.** For the weekly reporting required, are Shapefile's sufficient for the City or are hard copies of maps necessary?
- A7.** Electronic files are sufficient for weekly reporting. The City will work with the winning proposer to establish a FTP site or other means to exchange electronic files after contract award.
- Q8.** Will you publish approved equal critical component manufacturers or will the contractor be at risk submitting a non-Philips or Sylvania lamp-generator combination?
- A8.** The City will not issue pre-approve equal critical component manufacturers. Refer to Subsection 4-1.6, in The WHITEBOOK for additional information.
- Q9.** Can the City specify in the quantity for each wattage required for phase I and the balance will be phase II.
- A9.** Quantities cannot be identified until prices are identified. See Addendum "3", Question 23 regarding the phased budget amounts.
- Q10.** Can pages 152 & 153 of the bid document be clarified regarding the minority goals and how the percentages are evaluated?
- A10.** The Design-Builder shall meet the goals identified in Addendum "3" Section B.3 or submit good faith effort documentation in accordance with Addendum "3" Section B.5. Addendum "3" Section B.5 references affirmative steps for good faith documentation. There will be no extra points awarded. The designations found on the AA25 and AA30 forms are general in nature and those designations (DBE/DVBE/MBE/WBE/OBE/SLBE/ELBE) would not apply to this contract.

- B.3 TO ADDENDUM "1", Item B.7 (Attachment A-5 STREET LIGHTING MILESTONES), **DELETE** Page 4 of 9 in its entirety and **SUBSTITUTE** with Page 5 of 57 of this Addendum "5".
- B.4 TO ADDENDUM "2", Item B.1 (ATTACHMENT B), **DELETE** Pages 4 of 17 through 16 of 17 in their entirety and **SUBSTITUTE** with Pages 6 of 57 through 20 of 57 of this Addendum "5".
- B.5 TO ADDENDUM "2", Item B.4 (subsection 7-5), **DELETE** in its entirety and **SUBSTITUTE** with the following:

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

The Design-Builder may be required to obtain the following permits:

- a) Caltrans permits when working to change to convert street lights on bridges over freeways.
- b) Permits to convert street lights adjacent to trolley lines or railways.

The City Contingency shall be used to reimburse the Design-Builder for the agency permit fee only.

DELETE item e) in its entirety.

- B.6 TO ADDENDUM "3", Item B.4, (Attachment A-6, Long Term Warranty Contract (LTWC)), **DELETE** Pages 9 of 22 through 20 of 22 in their entirety and **SUBSTITUTE** with Pages 21 of 57 through 32 of 57 of this Addendum "5".
- B.7 TO ADDENDUM "3", Item B.6 (ATTACHMENT D), to "BID PROPOSAL" **DELETE** in its entirety and **SUBSTITUTE** with "BIDDING DOCUMENTS, PRICE PROPOSAL FORMS".
- B.8 TO ADDENDUM "3", Item B.6 (BIDDING DOCUMENTS, PRICE PROPOSAL FORMS), **DELETE** Pages 21 of 22 through 22 of 22, in their entirety and **SUBSTITUTE** with Pages 33 of 57 through 34 of 57 of this Addendum "5".
- B.9 TO 8.0 SELECTION AND AWARD SCHEDULE, Page 9, **DELETE** in its entirety and **SUBSTITUTE** with the following:

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

8.1	Pre-Proposal Meeting	December 21, 2010
8.2	Proposal Due Date	February 17, 2011
8.3	Reserved	
8.4	Public Ranking Meeting	February 23, 2011
8.5	Selection and Notification	February 25, 2011
8.6	Receipt of Bonds and Insurance Certificates	March 3, 2011
8.7	Notice to Proceed	March 16, 2011

- B.10 TO ATTACHMENT C, VOLUME 1 of 2, C. WAGE RATES, Page 72 through 98, **DELETE** in their entirety and **SUBSTITUTE** with Pages 35 of 57 through 57 of 57 of this Addendum "5".

Hildred Pepper, Jr., Director  
Purchasing and Contracting Department

Dated: January 24, 2011  
San Diego, California

HP/nb/rir/egz

## Attachment A-5B

### Street Lighting Milestones (Rev 1-20-11)

<u>#</u>	<u>Month</u>	<u>Year</u>	<u>Milestone Activity</u>	<u>Monthly SL's completed</u>
1	Mar-11	2010	Issue Notice to Proceed to Design Builder, Initiate design of cobra head fixtures, Authorize mobilization/ start up cost reimbursement. Begin the fixture procurement process.	0
2	Apr-11	2011	Place order for first 10,000 cobra head fixtures	0
3	May-11	2011	Complete 2600 Cobra head conversions	2600
4	Jun-11	2011	Complete 2600 Cobra head conversions	2600
5	Jul-11	2011	Complete 2600 Cobra head conversions, Place Second order for 28,7000 street lights	2600
6	Aug-11	2011	Complete 2600 Cobra head conversions	2600
7	Sep-11	2011	Complete 2600 Cobra head conversions	2600
8	Oct-11	2011	Complete 2600 Cobra head conversions	2600
9	Nov-11	2011	Complete 2600 Cobra head conversions	2600
10	Dec-11	2011	Complete 2600 Cobra head conversions	2600
11	Jan-12	2011	Complete 2600 Cobra head conversions	2600
12	Feb-12	2011	Complete 2600 Cobra head conversions	2600
13	Mar-12	2011	Complete 2600 Cobra head conversions	2600
14	Apr-12	2012	Complete 2600 Cobra head conversions	2600
15	May-12	2012	Complete 2600 Cobra head conversions	2600
16	June-12	2012	Complete 2600 Cobra head conversions	2600
17	Jul-12	2012	Complete 2600 Cobra head conversions	2300
			<b>Totals</b>	<b>38,700</b>

**ATTACHMENT B**  
**Environmental Services**

**PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA**

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

1. Addenda to this RFP (PASS/FAIL)

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

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

2. Exceptions to this RFP (PASS/FAIL)

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

**Note:** Attachment A-3 identifies the technical parameters that are desired for the cobra head type induction streetlights. The Design-Builder shall identify the most suitable cobra head streetlight fixtures for City consideration, evaluation, and written approval. Exceptions taken to certain minimum requirements are automatic cause for rejection of the Proposal. Those requirements have been identified in Attachment A-3 and are summarized here for the Bidder's convenience as follows:

- a) Five years of experience manufacturing Cobra streetlights
- b) Sale and delivery of a minimum 1500 induction fixtures
- c) Certification of manufacturer's authorized distributor
- d) Federal compliance with ARRA "Buy American" requirements
- e) Certification of IES full cutoff distribution and Certification IES files are available upon 48 hours notice
- f) Component Provision for Philips and Sylvania or approved equal
- g) Fixture Delivery Certification that 2600 cobra head fixtures can be installed per month
- h) Certification of bonding for material (streetlight fixtures) and Certification of warranty
- i) Absence of intellectual property dispute
- j) Certification of photocell and labeling

3. **Executive Summary (5 Points Maximum)**

Include a one- to two-page overview of the entire Proposal describing the highlights of the Proposal. Failure to provide the executive summary will result in the RFP being considered non-responsive and ineligible for further consideration. Provide an executive summary not to exceed 3 pages. Identify why the Design-Builder provides the best value. Current project challenges include identifying the induction fixture with the best value, mobilizing an effective workforce to accomplish the work by the identified milestones, and integrating street light lists. Identify the single point of contact for questions regarding the fixtures submittals. Provide relevant experience of key project personnel for each entity in the Design-Builder's team. Identify any work experience for a municipality or governmental agency with dates of engagement, work description, costs and energy savings in kWh and payback period in years. Additional resumes of the key personnel may be appended to the three page executive summary.

4. **Project Team (5 Points Max)**

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

- a. Installation Subcontractors
- b. Electrical - Lighting Designer
- c. GIS and GPS Software Technicians

Identify the business ownership including the type of business venture (corporation, partnership, joint venture, etc.). Describe the organizational structure, providing a graphic representation of the organizational hierarchy that includes each entity (designer, consultant, contractor, subcontractor, vendor, and supplier) and the number of years each firm has been in business under its present name and/or organizational structure.

Identify whether any of the Design-Builder's team members have been involved in any bankruptcy or reorganization in the last 10 years. If yes, please explain. Identify the number of years each entity assembled under the design-build umbrella operated under its current name and/or management.

5. **Technical Fixture Approach (25 Points Max)**

The below matrix identifies the technical requirements for the streetlight luminaires. These criteria will be evaluated in accordance with the percentage or "Weight" identified. The score for this technical section will be prorated as 25 Points in the overall selection criteria. The Design-Builders shall describe how they comply with each attribute identified. Appropriate submittals should be included for each item. Each item indicated shall have the corresponding Attribute number as identified in the below matrix on the upper right corner of each submittal. These criteria will be used by the City to aid in making an informed evaluation of the Design-Builder's technical approach.

**Luminaire Evaluation Matrix**  
**(Technical Fixture Approach)**

#	Attribute	Weight
1	Compatibility and interchangeability of components amongst similar wattages and climate zones without requiring use of special tools. It is desirable for luminaires within the same climate zone to have interchangeable parts.	10%
2	Multiple Operating Voltages: It is desirable to have multi-voltage or multi-volt ballasts/generators so that one type of fixture is operable between 110 and 277 Volts AC. External transformers are not permissible as a component for the luminaire input voltage.	10%
3	Unspecified value, identify items or services offered in addition to those in the attached specifications or scope of work offered as part of the proposal. If none, please state "none".	5%
4	Ingress Protection (IP) Rating: Climate zone 7 streetlight fixtures with IP rating greater than IP-65 for the optical assembly. Climate zones 10 streetlight fixtures with IP rating greater than IP-54, for optical assembly.	10%
5	Thermal management of the heat generated by internal components. Heat dissipation may be managed differently depending on the climate zone that the fixture is installed. Provide fixture manufacture documentation of heat dissipation during Non Operating Temperatures for the fixtures submitted in climate zone 10, stating how that the generator can survive if a photo cell fails and the fixture is left on during daytime above temperatures of +176°F (+80°C). Similarly fixture manufacture documentation of heat dissipation during Non Operating Temperatures for the fixtures submitted in climate zone 7, stating how that the generator can survive if a photo cell fails and the fixture is left during daytime temperatures temperature can survive a non-operating temperature of +158°F (+70°C). Operating temperature rating: Fixtures that operate with higher ambient operating temperature range for zone 10 shall be 30°F to +130°F.	10%
6	Surge Suppression: identify how well the fixture manages to withstand high repetition transients as a result of utility transients. Provide documentation indicating how transients are suppressed with on-board circuitry for Surge Suppression utilizing Surge Suppression Devices (SSD)	10%
7	Dimming: Identify the degree of dimming capability availability to at least 50% output. Provide a matrix indicating Lumen output versus input wattage. Identify control circuitry for dimming (0 to 10 V external control or wireless control capabilities)	5%

8	Fixture assembly design, and construction workmanship including but not limited to: weight, optical reflector assembly, openings, seals and gaskets compartments component accessibility and ease of component access. Workmanship of fixture housing, component alignment, use of internal space, paint, non-corrosive parts including, screws, and mounting hardware. Components with “plug and receptacle” type connections hinged doors lanyards. Fixture construction to prevent the components from accidentally opening while providing ease of accessibility within the fixture, power supply connection to the power door with quick disconnect device. .	10%
9	Extended Manufacturer’s Warranty: Will the manufacturer provide an extended warranty in excess of 120 months from the date of installation.	10%
10	IES Files photometric file review and lumen depreciation, fixture Lighting Efficiency Rating (LER).	20%
	Total	100%

Part of #3 Above - Unspecified Value Added Offerings

The following page should be used to identify any offering of unspecified value.



6. **Identify Fixtures (10 Points Max)**

Submit fixture catalogue sheets from the manufacture for each fixture submitted. The panel will score each fixture in accordance with the specifications identified in Attachment A-2.

Those in final consideration will be asked to provide sample fixtures for evaluation.

<b><u>Induction Fixture Wattage</u></b>	<b><u>Climate Zone</u></b>	<b><u>Identify Fixture Make Model and Catalogue Number</u></b>
Cobra Head 44-55 Watt	7	
Cobra Head 44-55 Watt	10	
Cobra Head 79-85 Watt	7	
Cobra Head 79-85 Watt	10	
Cobra Head 150-165 Watt	7	
Cobra Head 150-165 Watt	10	
<b>Note: Design-Builders in the final review process shall be required submit sample fixtures</b>		

7. **Design-Builder Capability (20 Points Max)**

The below matrix identifies the capability requirements for the Design-Builder. These criteria will be evaluated in accordance with the percentages identified. The score for this technical section will be prorated as 20 Points in the overall selection criteria. Design-Builders shall describe how they comply with each attribute identified. Each item shall contain the corresponding number identified in the below matrix.

## Design-Builder Capability Matrix

#	Attribute	Weight
1	Local Representation – Percentage of work force from San Diego County. Ability to assemble local team of local subcontractors, vendors, and manufacturers.	10%
2	What experience does the Design-Builder bring to the table to reach milestones, accelerate construction as needed to and maintain project milestone goals as identified in Attachment A-4. What is the track record on completing projects on time and within budget.	10%
3	Experience establishing and enforcing warranties including responsiveness to repair nonfunctional street lights.	10%
4	History of reliable streetlight fixture and component selection. Experience developing and/or designing “best practices” for street light systems with luminaire performance utilizing technical attributes such as measuring heat dissipation while preventing objectionable material such as particulate intrusion that cause lumen depreciation. Identify the number of street lighting patents for new technology that sustain the expected life or increase the efficiency of street lighting systems. Previous awards for design or construction.	10%
5	Experience selecting outdoor lighting fixtures. Expertise with IES criteria including but not limited to BUG ratings, small target visibility, luminance, illuminance for comprehensive evaluation of fixture criteria. and software used for evaluating photometrics, including S/P ratios	10%
6	Experience designing traffic control plans and obtaining traffic control permits.	5%
7	Organizational skills to mobilize workforces in an effective fashion to accomplish milestones. Ability to utilize several contractors and secure stream of material for a most effective contracting installation work force.	10%
8	Astronomy and Observatory understanding: Experience developing new technology that may reduce observatory concerns such as “scattering,” by developing and designing special phosphor vessel recipes by significantly reducing wavelengths less than 550 nanometers. Experience developing skyglow forecast for street light that would model or calculate the existing and proposed skyglow resulting from conversion to induction. Experience with adaptive technology, controls, and advancements in technology to reduce energy consumption during nighttime low-volume traffic flows .	10%
9	Experience with GIS (Geographical Information System) and GPS (Global Positioning System) and Microsoft Excel spreadsheets as they relate to modifying the street light lists identified on the FTP site. Ability to sort, match and modify the street light locations lists. Modify the City list by	15%

	adding the unique SDG&E street light number to assemble and update the City street light list with location description, GPS coordinate, date of conversion, existing wattage, voltage, new wattage, SAPID and the SDG&E unique streetlight number.	
10	Experience assisting with public outreach and community relations, presentations to the public, especially in moderating and responding to questions while maintaining positive image during difficult or tumultuous construction issues. Experience with agency or government large projects where the project activities are subject to public and media scrutiny.	5%
11	Experience or ability to comply with Department of Energy (DOE) requirements including but not limited to Buy American, Davis Bacon, and job creation reporting requirements to the DOE	5%
	<b>Total</b>	<b>100%</b>

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

As set forth in the RFQ and this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is City's expectation that firms doing business with City, and are able to demonstrate, the same level of commitment.

a. Work Force Report

Include either a completed Work Force Report (see Attachment 'C') for its employees located within San Diego County only; or the specific actions consistently taken to ensure equal opportunity in their employment and subcontracting practices, including past performance and actions to be taken on this Project. The selected firm may be required to submit workforce data for a regional office prior to contract award.

b. Subcontractor Documentation

The Design-Builder shall provide with its Technical Proposal a listing of at least three largest Subcontractors (constructors only) for the Project and all other Subcontractors (design professionals, etc.) that are known at the time it submits its Proposal, using the form(s) provided in the Price Proposal forms found in Attachment 'D' of this RFP. Subcontractors include design professionals, as well.

Any changes to the listing of the proposed Subcontractors that have occurred in the information, required data or documentation submitted in the RFP shall be submitted in accordance this section, and shall be included in an attachment, which shall be entitled "Subcontractor Documentation" using the form(s) provided in the Price Proposal forms found in Attachment 'D' of this RFP.

Work which requires Subcontractors that are not listed by Design-Builder at time of Award shall be let by Design-Builder in accordance with a competitive bidding process performed solely at Design-Builder's expense. Design-Builder shall provide public notice of the availability of the Work to be subcontracted, obtain competitive bids, and provide a fixed date and time on which the subcontracted Work will be awarded. Subcontractors bidding on subcontracts pursuant to this

provision shall be afforded the protection of all applicable laws, including Public Contract Code sections 4100 through 4114, inclusive.

c. Equal Opportunity Plan

The Design-Builder shall include in the Proposal a copy of the Equal Opportunity Plan submitted with its RFP. The plan shall include the specific steps the Bidder will take to demonstrate their commitment to ensure all segments of the contractor, consultant and vendor community are provided the opportunity to compete on this project.

9 Submittal Organization and Clarity (5 Points Max)

The Design-Builder shall submit the below forms as cover page for the referenced sections when submitting their proposal. Blank electronic forms are available on the FTP site. Additional information may be appended to the section. Clearly labeled the upper right-hand corner of each sheet with the corresponding reference number indicated in below table, and organize the proposal in accordance with the sections identified. The panel will use the forms submitted with each proposal to score. It is suggested that the Design-Builder maintain this organization to score well, in category Section 9 **Submittal Organization and Clarity.**

Identify a single point of contact if questions arise regarding the proposal so that questions may quickly be resolved.

Identify a single point of contact for the manufacturers authorized distributor

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

E-mail: \_\_\_\_\_

Phone Number: \_\_\_\_\_

#	Section 5 Technical Fixture Approach	Weight	Score
1	<b><u>Compatibility and Interchangeability of Parts:</u></b> Identify how the streetlight fixtures have interchangeable parts amongst common climate zones.	10%	
2	<b><u>Multi-Volt Operation:</u></b> Include fixture manufacturer's documentation of multi-volt operation.	10%	
3	<b><u>Unspecified value:</u></b> Identify any other benefit that may not be identified in this request for proposal that can add value to the project	5%	
4	<b><u>Ingress Protection (IP) Rating:</u></b> Clearly identify each climate zone and provide manufacturer's documentation of the IP rating.	10%	
5	<b><u>Thermal management:</u></b> Clearly identify thermal management designations with manufacturer's written documentation.	10%	
6	<b><u>Surge Suppression:</u></b> Clearly identify transient suppression capabilities. Identify time on abscissa (horizontal, X axis) and Kilovolts on the ordinate (vertical, Y axis), with manufacturer's written documentation of the surge suppression capabilities.	10%	
7	<b><u>Dimming:</u></b> Identify the degree of dimming capability availability to at least 50% output. Provide a matrix indicating graphical representation Lumens output versus input wattage. Identify Watts on the abscissa (horizontal, X axis) and lumens on the ordinate (vertical, Y axis). Identify how the dimming control circuitry functions and it can be integrated into a street lighting system. Identify percent dimming and whether there are wireless control capabilities that are compatible with "Smart-Grid" technology.	5%	
8	<b><u>Fixture assembly design:</u></b> Identify in order: Weight, optical reflector assembly, openings in fixture housing; removable and hinged access doors; lanyards and seals; gaskets and filters; component accessibility; component arrangement; power supply connections; internal space efficiency; internal parts and electrical components with "plug and receptacle" type connections; external parts including, screws, and mounting hardware; ergonomic compatibility; accessibility to optical assembly, generator, and power supply connections; fixture durability; workmanship and any other features not identified herein	10%	

9	<b><u>Extended Manufacturer's Warranty:</u></b> Identify in months any warranty in excess of 120 months from the date of installation.	10%	
10	<b><u>IES photometric files:</u></b> Provide web link to IES files, Provide independent written documentation including but not limited to manufacturers lumen depreciation with hours on the (abscissa x-coordinate) of the Luminaire Efficiency Rating (LER).	20%	
	Total	100%	

#	7. Design-Builder Capability	Weight	Score
1	<b><u>Local Representation:</u></b> Provide a maximum of one page identifying percentages of local labor workforce work force (anticipated payments to business entities located San Diego County) on this project. The total must add to 100%. Include all components of contribution including but not limited to subcontractors, vendors, and manufacturers.	10%	
2	<b><u>Scheduling Work force and Reaching Milestone:</u></b> Provide a maximum of one page describing experience utilized to reach milestones, and potentially accelerate construction as identified in Attachment A-4. Separately provide an accounting of how projects have been completed on time and within budget.	10%	
3	<b><u>Warranty Enforcement:</u></b> Provide a maximum of one page describing experience enforcing warranties and ability to respond and replace nonfunctional street lights.	10%	
4	<b><u>Street Light “Best Practices”:</u></b> Provide a maximum of one page describing experience developing and/or designing “best practices” for lighting systems that include luminaire performance, heat dissipation, particulate intrusion, and lumen depreciation mitigation. Identify patents, new technology for sustaining lumen levels and the long expected luminaire life, and increase efficacy. Identify patents and awards for design or construction.	10%	
5	<b><u>Experience selecting outdoor lighting fixtures:</u></b> Provide a maximum of two pages describing expertise with IES files and lighting criteria including small target visibility, luminance, illuminance for comprehensive evaluation of lighting photometrics and fixture selection criteria. Identity software used for evaluating photometrics, including S/P ratios	10%	
6	<b><u>Traffic Control:</u></b> Provide a maximum of one page describing experience designing and implementing traffic control plans including obtaining traffic control permits.	5%	
7	<b><u>Mobilization and Organizational Skills:</u></b> Provide a maximum of two pages describing ability to utilize multiple contractors and procuring fixtures in an effective installation work force to accomplish milestones	10%	

8	<b><u>Astronomy Understanding:</u></b> Provide a maximum of two pages describing experience developing new technology that may reduce observatory concerns such as “scattering,” by developing and designing special phosphor vessel recipes by significantly reducing wavelengths less than 550 nanometers. Experience developing skyglow forecast for street light that would model or calculate the existing and proposed skyglow resulting from conversion to induction. Experience with adaptive technology, controls, and advancements in technology to reduce energy consumption during nighttime low-volume traffic flows. An additional page may be devoted to technical information regarding the virtues and problems with LED lighting as it relates to astronomy concerns.	10%	
9	<b><u>Experience with GIS (Geographical Information System), GPS (Global Positioning System), and Microsoft Excel spreadsheets:</u></b> Provide a maximum of two pages describing experience utilizing software to match the street lights on the City list with the unique SDG&E streetlight number. Identity means of modifying the street light lists identified on the FTP with GPS coordinates and providing GIS maps. Provide details how the City street light list can be updated with location description, GPS coordinate, date of conversion, existing SL type and wattage, voltage, new wattage, SAPID and the SDG&E unique streetlight number.	15%	
10	<b><u>Public Outreach:</u></b> Provide a maximum of one page describing experience performing public outreach and community relations, presentations to the public, especially in moderating and responding to questions while maintaining positive image during difficult or tumultuous construction issues. Experience with agency or government large projects where the project activities are subject to public and media scrutiny.	5%	
11	<b><u>Department of Energy (DOE) Requirements:</u></b> Provide a maximum of two pages describing experience or ability to comply with Department of Energy (DOE) requirements including but not limited to Buy American, Davis Bacon, and job creation reporting requirements to the DOE	5%	
	<b>Total</b>	<b>100%</b>	

<b>6. Identify Fixtures</b>			
<b><u>Induction Fixture Wattage</u></b>	<b><u>Climate Zone</u></b>	<b><u>Identify Fixture Make Model and Catalogue Number</u></b>	<b><u>Score 16.7% max for each</u></b>
Cobra Head 44-55 Watt	7		
Cobra Head 44-55 Watt	10		
Cobra Head 79-85 Watt	7		
Cobra Head 79-85 Watt	10		
Cobra Head 150-165 Watt	7		
Cobra Head 150-165 Watt	10		
<b>Note: Design-Builders in the final review process shall be required submit sample fixtures</b>			

10. Reference Checks (5 Points Max)

Identify at least three references for each entity identified on the project team including subcontractors, designers, suppliers, and consultants.

**Total Points: 100**

<b>Proposal Evaluation Matrix Summary</b>			
<b>Section</b>	<b>Criteria</b>	<b>Max Points</b>	<b>Score</b>
1	Addenda to this RFP	Pass/Fail	
2	Exceptions to this RFP & Minimum S/L Requirements	Pass/Fail	
3	Executive Summary	5	
4	Project Team	5	
5	Technical Fixture Approach	25	
6	Identify Fixtures	10	
7	Design-Builder Compatibility	20	
8	EEOCP	25	
9	Submittal organization and clarity	5	
10	Reference checks	5	
	<b>Total Composite Rating</b>	<b>100</b>	

## LONG-TERM WARRANTY CONTRACT

This Long-Term Warranty Contract [Contract] is made and entered into by and between the City of San Diego [City], a municipal corporation, and [**Name of successful Design-Builder, to be identified after award of the RFP**] [Design-Builder], who may be individually or collectively referred to herein as a "Party" or the "Parties."

### RECITALS

**A.** On or about February XX, 2011] the Parties entered into an agreement for the construction of **Street Light Conversion Project Design-Build Contract**, IO number [21002317], Bid No. [5253DB]. This Project was accepted by the City on \_\_\_\_\_.

**B.** In accordance with the Agreement, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term warranty requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Street Light Conversion Project Design-Build Contract** [Warranty Requirements].

**C.** The Contractor is ready and willing to fulfill its Warranty Requirements in accordance with the terms of this Contract [Warranty Contract].

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

### THE PARTIES AGREE:

#### INTRODUCTORY PROVISIONS

- 1. Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this contract by this reference.
- 2. Exhibits Incorporated.** All Exhibits and Attachments referenced in this contract are incorporated into this contract by this reference.
- 3. Contract Term.** This Contract shall be effective on the date the Notice of Completion is executed or by the last Party to sign the Contract, whichever is later, and it shall be effective until completion of the Work, described in Section 1.1 below.
- 4. Terms and Conditions.** This contract is subject to the terms and conditions of the Agreement included in the Part 1 of The GREENBOOK and The WHITEBOOK and EOCP Section and Section 801 through Section 808 of The WHITEBOOK except as follows.

## SECTION 1: SCOPE OF WORK

**1.1 General.** The Contractor shall fulfill the Project's Warranty Requirements [Work] as identified in the scope of work attached as Exhibit A in a manner satisfactory to the City. The City will give written notice to the Contractor of needed Warranty Contract Work and a deadline to perform such Work. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform this work and the Contractor's Surety shall be liable for the cost thereof.

The Contractor shall provide all equipment, labor, and materials necessary to perform the [120] - month long-term warranty requirement] as described in the written in Exhibit A, at the direction of the City.

### 1.2 Work Schedule. Reserved

**1.3 Commencement of Work.** The Warranty Contract shall begin on the date indicated in the field notification to be issued by City to the Contractor in accordance with the Project's Agreement [Field Notification], and shall continue for a minimum of [120] months. A copy of the Field Notification shall be attached hereto as Exhibit B.

**1.4 Performance of Work.** The Work shall be performed in accordance with **the streetlight fixture manufacturer's recommendations**. To perform the Work, Contractor shall comply with the following:

**1.4.1** The Contractor shall hold a proper State Contractor's License.

**1.4.2** The Contractor shall hold a City of San Diego Business License.

**1.4.3** The Contractor shall hold a license or authorization from the lining manufacturer.

**1.4.4** Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet, attached hereto as Exhibit C.

## SECTION 2: ADMINISTRATION

**2.1 Contract Administrator.** The General Services Department, Street Division is the Contract Administrator for the Warranty Contract. The Contractor shall perform the Work under the direction of a designated representative of the Engineering and Capital Projects Department. The City will communicate with the Contractor on all matters related to the administration of this contract and the Contractor's performance of the Work rendered hereunder. When this contract refers to communications to or with City, those communications shall be with the City, unless the City or this contract specifies otherwise. Further, when this contract requires an act or approval by City, that act or approval will be performed by the City.

**2.2 Local Office.** The Contractor shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this contract with the City. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative would fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls from the City shall be returned within a one (1) hour period.

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

**2.4 Staffing.**

**2.4.1 Supervision.** The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all Work required under this contract.

**2.4.2 Contractor Inspections. Reserved**

**SECTION 3: COMPENSATION**

**3.1 Maximum Compensation.** The compensation for this contract shall not exceed \$[the Contractor's lump sum bid amount for this long-term warranty contract; will be established during the award process] [Contract Price].

**3.2 Wage Rates.** Refer to the Agreement for Prevailing wages requirements for this contract.

**3.3 Method of Payment/Monthly Reports.** The payments will be made as a percentage of Contract Price relative to the length of time passed. As conditions precedent to payment, the Contractor shall submit the following documents to the City by the first of each month a detailed invoice and report of warranty work performed and materials used in the prior month. The Contractor's failure to submit the required reports or certified payrolls as described in the Agreement.

**3.4 Final Payment.** The Contractor shall not receive the final payment, and the bond(s) will not be released, until the following conditions have been completed to City's satisfaction:

**3.5.1** The item(s) of the work subject to this warranty coverage as specified in Exhibit A [Warranty Items] have been determined to be in compliance with the Agreement.

**3.5.2** The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached hereto as Exhibit E, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

**3.5.3** The Contractor has performed comprehensive and successful testing and checks of the Warranty Items.

**SECTION 4: TERMINATION**

**4.1 Termination for Default.** If the Contractor fails to perform or adequately perform any obligation required by this contract, the Contractor's failure constitutes a Default. If the Contractor fails to satisfactorily cure a Default within 10 Working Days of receiving written notice from City specifying the nature of the Default, City may immediately cancel this contract and make a demand on the Contractor's surety, or terminate this contract, and terminate each and every right of the Contractor, and any person claiming any rights by or through Contractor under this contract.

## **SECTION 5: BONDS, INSURANCE, AND INDEMNIFICATION**

**5.1 Contract Bonds.** Prior to commencement of the Work, Contractor, at its sole cost and expense, shall provide to City the following bonds issued by a surety authorized to issue bonds in California and otherwise satisfactory to City:

**5.1.1** A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

**5.1.2** A Warranty Bond in an amount not less than the Contract Price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects. The Warranty Bond shall remain in full force and effect until performance of the Work is completed as set forth in this contract.

**5.2 Insurance.** The Contractor shall not begin the Work under this contract until it has: a) obtained insurance certificates reflecting evidence of all insurance required in this Section; however, City reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by City; b) obtained City approval of each company or companies as required by this Section; c) confirmed that all policies contain the specific provisions required in this Section. Further, Contractor shall not modify any policy or endorsement thereto which increases City's exposure to loss for the duration of this contract.

**5.2.1 Types of Insurance.** At all times during the term of this contract, Contractor shall maintain insurance coverage as follows:

**5.2.1.1 Commercial General Liability.** For all of Contractor's operations, including contractual, broad form property damage, completed operations, and independent Contractor's liability, Contractor shall keep in full force and effect, during any and all Work on this contract, all applicable insurance to cover personal injury, bodily injury and property damage, providing coverage to the limits specified in the Agreement for general liability, completed operations and personal injury other than bodily injury. 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. Contractual liability limitation endorsement is not acceptable.

**5.2.1.2 Commercial Automobile Liability.** For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile insurance for bodily injury and property damage providing coverage to a limit specified in the Agreement. Insurance certificate shall reflect coverage for any automobile [any auto]. The City shall be named as an additional insured, but only for liability arising out of use of Contractor's automobiles and only arising out of Work performed under this contract.

**5.2.1.3 Worker's Compensation.** For all of Contractor's employees who are subject to this contract and to the extent required by the State of California, Contractor shall keep in full force and effect, a workers compensation policy. That policy shall provide liability coverage as specified in the Agreement, and the Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**5.2.1.4 Third Party Property Damage.**

**5.2.2 Rating Requirements.** All insurance required by express provision of this contract shall be carried only by responsible insurance companies that have been given at least an "A" or "A-" and "V" rating by AM BEST, that are licensed to do business in the State of California, and that have been approved by City.

**5.2.3 Deductibles.** All deductibles on any policy shall be the responsibility of the Contractor.

**5.2.4 Specific Provisions Required.** Each policy required under this Section shall expressly provide, and an endorsement shall be submitted to the City, that:

**5.2.4.1** Except as to Workers Compensation, City of San Diego and its respective elected officials, officers, employees, agents, and representatives shall be named as additional insured. The City's Additional Insured status shall be reflected on additional insured endorsement form CG 20 10, or equivalent, which shall be submitted to the City.

**5.2.4.2** The policies are primary and non-contributing to any insurance that may be carried by the City, as reflected in an endorsement which shall be submitted to the City.

**5.2.4.3** The policies cannot be canceled, non renewed or materially changed except after 30 days prior written notice by the Contractor to City by certified mail, as reflected in an endorsement which shall be submitted to the City except for non-payment of premium, in which case 10 days notice will be provided.

**5.2.4.4** Before performing any Work, the Contractor shall provide the City with all Certificates of Insurance accompanied with all endorsements.

**5.2.4.5** The Contractor may obtain additional insurance not required by this contract.

**5.2.5 Surplus Lines.** A policy by a Surplus Lines insurer is presumptively invalid unless accompanied by: i) a document specifically naming The City of San Diego as additional insured; ii) a Service of Suit stating that the company agrees to be sued in California on any issue arising out of this contract; iii) a cut-through endorsement to an admitted company; iv) a statement regarding why the company could not be placed with an admitted insurer (Cal. Ins. Code Section 1763); v) an insurance certificate which names the surplus lines broker (Cal. Ins. Code Section 1764).

## **SECTION 6: SPECIAL PROVISIONS**

**6.1 Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to performance of any Work.

**6.2 Drug-Free Workplace.** The Contractor agrees to comply with the City's Drug-Free

Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this contract by this reference. The Contractor has certified to the City that it will provide a drug-free workplace by submitting a Certification for a Drug-Free Workplace form.

**6.2.1 Contractor's Notice to Employees.** The Contractor shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

**6.2.2 Drug-Free Awareness Program.** The Contractor shall establish a drug-free awareness program to inform employees about all of the following:

**6.2.2.1** The dangers of drug abuse in the work place.

**6.2.2.2** The policy of maintaining a drug-free work place.

**6.2.2.3** Available drug counseling, rehabilitation, and employee assistance programs.

**6.2.2.4** The penalties that may be imposed upon employees for drug abuse violations.

**6.2.2.5 Posting the Statement.** The Contractor shall post the drug-free policy in a prominent place.

**6.2.2.6 Subcontractor's Contracts.** The Contractor further certifies that each contract for Subcontractor Services for this contract shall contain language that binds the Subcontractor to comply with the provisions of Section 7.1 of this contract, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. The Contractors and Subcontractors shall be individually responsible for their own drug-free work place program.

**6.2.2.7 Program Requirements Satisfaction.** The requirements of a drug-free awareness program can be satisfied by periodic "tailgate sessions" covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, the Contractor shall be expected to provide a listing of drug rehabilitation and counseling programs available in the community at large.

**6.3 Americans With Disabilities Act.** The Contractor is responsible as an employer, contractor, and the City representative to comply with all portions of Title 24 and the ADA. (For specific services and public accommodations, the Contractor may contact the Office of the Americans with Disabilities Act, Civil Rights Division, U.S. Department of Justice, P.O. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301.) The Contractor acknowledges and agrees that it is aware of and will comply with Council Policy 100-04, incorporated herein by this reference, adopted by Resolution No. R-282153, relating to the federally-mandated ADA. The policy applies equally to the Contractor and all Subcontractors. The Contractor shall include in each subcontract agreement language which requires Subcontractor to abide by the provisions of this Section 7.2. The Contractor and all Subcontractors shall be individually responsible for administering their own ADA and Title 24 program.

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

provide the City with a Form W-9 upon execution of this contract.

## SECTION 7: GENERAL PROVISIONS

**7.1 Assignment.** The Contractor shall not assign the obligations under this contract, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this contract, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**7.2 Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of City. Any provisions of this contract that may appear to give City any right to direct Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**7.3 Covenants and Conditions.** All provisions of this contract expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.

**7.4 Jurisdiction, Venue, and Attorney's Fees.** The venue for any suit or proceeding concerning this contract, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

**7.5 Successors in Interest.** This Contract and all rights and obligations created by this contract shall be in force and effect whether or not any Parties to the Contract have been succeeded by another entity, and all rights and obligations created by this contract shall be vested and binding on any Party's successor in interest.

**7.6 Integration.** This Contract and the exhibits, attachments, and references incorporated into this contract fully express all understandings of the Parties concerning the matters covered in this contract. No change, alteration, or modification of the terms or conditions of this contract, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this contract agreed to by both Parties. All prior negotiations and agreements are merged into this contract.

**7.7 Counterparts.** This Contract may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

**7.8 No Waiver.** No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this contract, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this contract, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

**7.9 Severability.** The unenforceability, invalidity, or illegality of any provision of this

contract shall not render any other provision of this contract unenforceable, invalid, or illegal.

**7.10 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this contract, and the decision of whether to seek advice of counsel with respect to this contract is a decision which is the sole responsibility of each Party. This Contract shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Contract.

**7.11 Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist..

**Project Manager: To ensure that all signatures and at least one section of contract appear on the same page.**

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Purchasing & Contracting Department Director in accordance with Resolution No. R-**[\*insert number of Resolution authorizing advertising and award of underlying construction contract\*]**, and by Contractor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, **[2011]**.

THE CITY OF SAN DIEGO

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

Mayor or designee

I HEREBY CERTIFY I can legally bind **[name of Contractor to be determined during RFP award process]** and that I have read all of this Contract, this \_\_\_\_\_ day of \_\_\_\_\_, **[insert year]**.

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

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

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

I HEREBY APPROVE the form and legality of the foregoing Contract this \_\_\_\_\_ day of \_\_\_\_\_, **[\*insert year\*]**.

Jan I. Goldsmith, City Attorney

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

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

Deputy City Attorney

## **EXHIBIT A**

### **SCOPE OF WORK**

**I. Location of Work.** The location of the Work to be performed are the locations where the streetlight fixtures were converted as identified by the list of approximately 37,800 street lights city-wide, as shown on the As Built list in generated by the Design-Builder accordance with RFP Specifications described in Section 3.0 Scope of work beginning on page 14 of the RFP and resulting Street Light [Conversion Contract Specifications], which are incorporated into this contract by this reference as though fully set forth herein.

**II. Description of Work.** The Contractor shall perform the Warranty during the Warranty Program in accordance with this contract and the RFP Specifications such that the completed facility complies with the Agreement.

The Design-Builder (or the manufacturer during the manufacturer's warranty period) shall repair or replace the streetlight fixture within 5 Working Days from receiving notification from the City. All the warranty work, including the manufacturer's warranty, shall include the labor, equipment and material costs to repair and replace the defective item. The Design-Builder (or the manufacturer during the extended warranty period) shall notify the City within 24 hours after the light fixture is repaired or replaced.

The Work includes complete warranty repairs, replacement, or both including labor, materials, equipment, permits, and services necessary to maintain the streetlight fixtures in conformance with the warranty requirements of the Agreement.

**III. TBD**

**EXHIBIT B**  
**FIELD NOTIFICATION**

**[Inset a copy of the City's Field Notification which establishes the commencement date of the Warranty Program.]**

The project a Notice of Completion date will identify the commencement of the long-term warranty

**EXHIBIT C**  
**LICENSE DATA SHEET**

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

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

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

**Street Light Manufacturers Name:** \_\_\_\_\_

License Number: \_\_\_\_\_

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

**Street Light Manufacturers Advisor's Name:** \_\_\_\_\_

License Number: \_\_\_\_\_

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

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

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

**BIDDING DOCUMENTS**

**PRICE PROPOSAL FORMS**

I/WE AGREE TO THE DESIGN AND CONSTRUCTION OF **STREET LIGHT CONVERSION PROJECT DESIGN-BUILD CONTRACT**, FOR THE CITY OF SAN DIEGO, IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS FOR THE PRICES LISTED BELOW:

Item No.	NAICS Code	Description	"D"	Quantity	Unit	Unit Price	Amount
1	541330	Engineering and Design Services, Including Periodic Reports and As-builts	D	1	LS		\$
2	238210	Install 50-55 Watt Cobra Head Induction Street Light Fixture in Climate Zone 7		7500	EA	\$	\$
3	238210	Install 80-85 Watt Cobra Head Induction Street Light Fixture in Climate Zone 7		21700	EA	\$	\$
4	238210	Install 150-165 Watt Cobra Head Induction Street Light Fixture in Climate Zone 7		6500	EA	\$	\$
5	238210	Install 50-55 Watt Cobra Head Induction Street Light Fixture in Climate Zone 10		800	EA	\$	\$
6	238210	Install 80-85 Watt Cobra Head Induction Street Light Fixture in Climate Zone 10		1500	EA	\$	\$
7	238210	Install 150-165 Watt Cobra Head Induction Street Light Fixture in Climate Zone 10		700	EA	\$	\$
8	238210	Remove and Recycle Existing HPS and LPS Street Light Fixtures		38700	EA	\$	\$
9	238210	Long Term Warranty Contract (LTWC)		1	LS		\$
10	238210	Bond (Payment and Performance)		1	LS		\$
11	238210	City Contingency		1	AL		\$ 285,000.00
<b>TOTAL FOR PROPOSAL (ITEMS NO 1 THROUGH 11 INCLUSIVE)</b>						<b>\$</b>	

**BIDDING DOCUMENTS**

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Total Price for Design-Build Proposal, (items 1 through 11, 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 Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

**NOTES:**

A. The Contract Price to be used in the selection process will be determined as checked below by the City:

The Base Bid alone.

The Base Bid plus the following Additive or Deductive Alternate(s): [NOT USED]

B. After the selection has been made, the City may award the Contract for the Base Bid alone or if applicable, for the Base Bid plus any combination of alternates selected in the City's sole discretion.

C. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.

D. In the case of inconsistency or conflict, between the sums of the Extensions with the Estimated Total Bid, the sum of the Extensions shall govern.

**C. WAGE RATES**

General Decision Number: CA100001 01/14/2011 CA1

Superseded General Decision Number: CA20080001

State: California

Construction Types: Building, Heavy (Heavy and Dredging),  
Highway and Residential

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/02/2010
3	04/16/2010
4	07/02/2010
5	07/09/2010
6	08/13/2010
7	08/27/2010
8	09/03/2010
9	09/10/2010
10	09/24/2010
11	10/08/2010
12	11/05/2010
13	12/03/2010
14	01/14/2011

ASBE0005-002 06/28/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 32.79	16.31
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.21	13.76

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ASBE0005-004 06/28/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 18.70	8.65

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BOIL0092-003 10/01/2009

	Rates	Fringes
BOILERMAKER.....	\$ 40.22	22.26

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BRCA0004-008 11/01/2010

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 33.15	13.55

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BRCA0018-004 06/01/2008

	Rates	Fringes
MARBLE FINISHER.....	\$ 25.52	9.08
TILE FINISHER.....	\$ 21.07	7.88
TILE LAYER.....	\$ 32.05	11.99

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BRCA0018-010 09/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	9.62
TERRAZZO WORKER/SETTER.....	\$ 33.63	10.46

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CARP0409-002 07/01/2008

	Rates	Fringes
CA20100001-1-LS		LS-1

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Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates' column are per day

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 CARP0409-008 07/01/2008

	Rates	Fringes
Modular Furniture Installer.....	\$ 19.00	7.41

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 CARP0547-001 07/01/2009

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 37.28	10.58
(2) Commercial Building....	\$ 32.30	10.58
(3) Heavy & Highway.....	\$ 37.15	10.58
(4) Residential Carpenter..	\$ 25.84	10.58
(5) Residential Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 37.65	10.58
PILEDRIVERMAN.....	\$ 37.28	10.58

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 CARP0547-002 07/01/2009

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...	\$ 21.00	8.58
Drywall Stocker/Scrapper...	\$ 11.00	6.67
(2) All other work		
Drywall Installer/Lather...	\$ 27.35	9.58
Drywall Stocker/Scrapper...	\$ 11.00	6.67

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 \* ELEC0569-001 12/02/2010

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 41.98	3%+11.69
Electrician.....	\$ 41.23	3%+11.69
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 37.40	3%+11.69
Electrician.....	\$ 36.65	3%+11.69

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 ELEC0569-005 12/01/2009

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 26.42	\$10.47
Soundman.....	\$ 21.14	\$8.74
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SOUND TECHNICIAN: Terminating, operating and performing final check-out

SOUNDMAN: Wire-pulling, splicing, assembling and installing devices

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

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\* ELEC0569-006 10/01/2010

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 27.00	7.53
Utility Technician #2.....	\$ 22.15	7.38

**STREET LIGHT & TRAFFIC SIGNAL WORK:**

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV and communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

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ELEC0569-008 06/01/2010

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 21.87	3%+2.90

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ELEC1245-001 06/01/2010

Rates Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 46.14	13.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 36.85	12.36
(3) Groundman.....	\$ 28.19	12.10
(4) Powderman.....	\$ 41.20	12.53

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2010

Rates Fringes

ELEVATOR MECHANIC.....\$ 45.33 20.035

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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\* ENGI0012-003 01/01/2011

Rates Fringes

OPERATOR: Power Equipment  
(All Other Work)

GROUP 1.....	\$ 36.83	18.72
GROUP 2.....	\$ 37.61	18.72
GROUP 3.....	\$ 37.90	18.72
GROUP 4.....	\$ 39.39	18.72
GROUP 5.....	\$ 40.49	18.72
GROUP 6.....	\$ 39.61	18.72
GROUP 7.....	\$ 40.71	18.72
GROUP 8.....	\$ 39.72	18.72
GROUP 9.....	\$ 40.82	18.72
GROUP 10.....	\$ 39.84	18.72
GROUP 11.....	\$ 40.94	18.72
GROUP 12.....	\$ 40.01	18.72
GROUP 13.....	\$ 40.11	18.72
GROUP 14.....	\$ 40.14	18.72
GROUP 15.....	\$ 40.22	18.72
GROUP 16.....	\$ 40.34	18.72
GROUP 17.....	\$ 40.51	18.72
GROUP 18.....	\$ 40.61	18.72
GROUP 19.....	\$ 40.72	18.72
GROUP 20.....	\$ 40.84	18.72
GROUP 21.....	\$ 41.01	18.72
GROUP 22.....	\$ 41.11	18.72
GROUP 23.....	\$ 41.22	18.72

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GROUP 24.....	\$ 41.34	18.72
GROUP 25.....	\$ 41.51	18.72
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 38.18	18.72
GROUP 2.....	\$ 38.96	18.72
GROUP 3.....	\$ 39.25	18.72
GROUP 4.....	\$ 39.39	18.72
GROUP 5.....	\$ 39.61	18.72
GROUP 6.....	\$ 39.72	18.72
GROUP 7.....	\$ 39.84	18.72
GROUP 8.....	\$ 40.01	18.72
GROUP 9.....	\$ 40.18	18.72
GROUP 10.....	\$ 41.18	18.72
GROUP 11.....	\$ 42.18	18.72
GROUP 12.....	\$ 43.18	18.72
GROUP 13.....	\$ 44.18	18.72
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 38.68	18.72
GROUP 2.....	\$ 39.46	18.72
GROUP 3.....	\$ 39.75	18.72
GROUP 4.....	\$ 39.89	18.72
GROUP 5.....	\$ 40.11	18.72
GROUP 6.....	\$ 40.22	18.72
GROUP 7.....	\$ 40.34	18.72

**PREMIUM PAY:**

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

**SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS**

**POWER EQUIPMENT OPERATORS CLASSIFICATIONS**

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson

(with dragtype attachments); Helicopter radioman (ground);  
Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Horizontal Directional Drilling Machine; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger

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or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

#### GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar

with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes load, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge

operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

## TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading

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shield (tunnel); Pumpcrete gun operator; Tractor compressor  
drill combination operator; Tugger hoist operator (2 drum);  
Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the  
portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as  
defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO,  
KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM.

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Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/2 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2009

Rates	Fringes
OPERATOR: Power Equipment (DREDGING)	
(1) Leverman.....\$ 44.83	17.22

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(2) Dredge dozer.....	\$ 40.36	17.22
(3) Deckmate.....	\$ 40.25	17.22
(4) Winch operator (stern winch on dredge).....	\$ 39.70	17.22
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 39.16	17.22
(6) Barge Mate.....	\$ 39.77	17.22

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IRON0002-004 07/01/2010

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.26
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.73

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0089-001 07/01/2010

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 25.22	14.15
Group 2.....	\$ 25.90	14.15
Group 3.....	\$ 26.61	14.15
Group 4.....	\$ 27.41	14.15
Group 5.....	\$ 28.34	14.15
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 16.20	8.16
(2) Cleanup, Landscaping, Fencing (chain link or wood).....	\$ 21.83	13.08

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums - excluding (a) projects that exceed three stories over a

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garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

## LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the cute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demoliton); Guinea chaser; Headboard man-asphalt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettlemen, potmen and mean applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibratring machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scaarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench

bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller-all power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power.

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LABO0089-002 07/01/2010

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 23.12	13.08

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LABO0089-004 07/01/2010

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.14	14.75
GROUP 2.....	\$ 26.60	14.75
GROUP 3.....	\$ 27.01	14.75
GROUP 4.....	\$ 27.85	14.75
GROUP 5.....	\$ 30.97	14.75

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter,Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting,m making of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prfefabricated Manhole Installer, Sandblast Nozzleman (Water Balsting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic traking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple

unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

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LABO0300-008 08/05/2009

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER.....	\$ 26.65	14.70
PLASTER TENDER.....	\$ 29.20	14.70

Work at Military Bases - \$3.00 additional per hour:  
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

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LABO0882-002 01/01/2010

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.15	14.25

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LABO1184-001 07/01/2010

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer....	\$ 27.05	11.65
(2) Vehicle Operator/Hauler..	\$ 27.22	11.65
(3) Horizontal Directional Drill Operator.....	\$ 29.07	11.65
(4) Electronic Tracking Locator.....	\$ 31.07	11.65
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 28.50	14.56
GROUP 2.....	\$ 29.80	14.56
GROUP 3.....	\$ 31.81	14.56
GROUP 4.....	\$ 33.55	14.56

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

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GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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 \* PAIN0036-001 01/01/2011

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint.....	\$ 26.05	10.08
(2) All Other Work.....	\$ 29.32	10.08

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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 PAIN0036-010 01/02/2010

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 29.19	12.19
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 18.00	7.97

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 PAIN0036-012 10/01/2010

	Rates	Fringes
GLAZIER.....	\$ 38.75	15.55

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PAIN0036-019 02/01/2009

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 26.77	11.75

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PLAS0200-005 08/04/2010

	Rates	Fringes
PLASTERER.....	\$ 30.21	14.23

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS  
BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional  
per hour.

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PLAS0500-001 06/26/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 22.29	9.90
GROUP 2.....	\$ 23.94	9.90
GROUP 3.....	\$ 26.57	10.35

CEMENT MASONS - work inside the building line, meeting the  
following criteria:

GROUP 1: Residential wood frame project of any size; work  
classified as Type III, IV or Type V construction;  
interior tenant improvement work regardless the size of the  
project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

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\* PLUM0016-006 07/01/2010

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
(1) Work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 30.32	14.98
(2) Work on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 37.74	16.66
(3) All other work.....	\$ 38.92	17.64
(4) Camp Pendleton.....	\$ 43.42	17.64

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\* PLUM0016-011 07/01/2010

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 31.45	13.46

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\* PLUM0345-001 07/01/2010

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.....	\$ 27.35	14.59
Sewer & Storm Drain Work.....	\$ 26.43	16.47

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ROOF0045-001 08/01/2009

	Rates	Fringes
ROOFER.....	\$ 23.63	6.50

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SFCA0669-001 04/01/2010

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.35	17.60

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SHEE0206-001 07/01/2010

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 36.55	16.05
Except Camp Pendleton.....	\$ 34.55	16.05
Sheet Metal Technician.....	\$ 23.99	4.71

SHEET METAL TECHNICIAN - SCOPE:  
a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system  
b. New single family residential buildings including tracts.  
c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded.  
d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000  
e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

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TEAM0036-001 07/01/2009

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 14.90	18.30
GROUP 2.....	\$ 24.49	18.30
GROUP 3.....	\$ 24.69	18.30
GROUP 4.....	\$ 24.89	18.30
GROUP 5.....	\$ 25.09	18.30
GROUP 6.....	\$ 25.59	18.30
GROUP 7.....	\$ 27.09	18.30

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axes, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axes or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

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On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION

# City of San Diego

## ADDENDUM "6"



# REQUEST FOR PROPOSAL (RFP)

For

## STREET LIGHT CONVERSION PROJECT DESIGN-BUILD CONTRACT

SPECIFICATION NO.: 5235DB  
IO NO.: 21002317  
CLIENT DEPARTMENT: 2115  
PROJECT TYPE: IH

### PROPOSAL DUE:

**12:00 Noon**

**FEBRUARY 17, 2011**

**CITY OF SAN DIEGO**  
**Purchasing & Contracting Department**  
**1200 Third Avenue, Suite 200, MS 56P**  
**San Diego, CA 92101**

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For which proposals will be received at San Diego, California, until **Proposal due date and time as stated above**, at the Purchasing and Contracting Department, 1200 Third Avenue, Suite 200, San Diego, California.

### **CHANGES TO CONTRACT DOCUMENTS**

The following changes to the RFP are hereby made effective as though originally issued with the bid package.

A. INTRODUCTION

- A.1 The following changes in Section B are hereby incorporated into the Request for Proposal for the *Street Light Conversion Project Design-Build Contract*.
- A.2 All prospective bidders are reminded that they are required to acknowledge receipt of this addendum in their submittal in accordance with ATTACHMENT B, Item 1 of the Request for Proposals.

B. CHANGES TO THE REQUEST FOR PROPOSALS

B.1 Questions and Answers:

**Q1.** Can the performance and payment bonds amounts indicated in addendum #1 and 3 be verified which require a \$5 million bond for the \$17.9 million contract.

**A1.** The performance and payment bond amounts for the Design-Build contract shall be as specified in 2-4, "CONTRACT BONDS" i.e., not less than the 100% of the Contract Price. The performance and payment bond amounts for the Long Term Warranty Contract (LTWC) shall be as specified in 2-4, "CONTRACT BONDS" and not less than 100% of the value of the LTWC.

**Q2.** What are the performance bond amounts for the LTWC?

**A2.** See Answer to Question 1 above.

**Q3.** Can the duration of the LTWC in Addendum 3 be verified as 180 months?

**A3.** The duration has been revised to 120 months. See Addendum 5.

**Q4.** Can the 10-year LTWC warranties be clarified? Specifically, are the 3-year and 7-year project warranties and bonds concurrent?

**A4.** See the revised Subsection 6-8.3, "Warranty" in this addendum.

**Q5.** Will Design-Builders be required to sign a Long Term Warranty Contract (LTWC) per Addendum 3, as well as provide payment and warranty bonds for the full amount of the contract?

**A5.** Yes. See the answers to Q1 and Q4 for details.

**Q6.** Are the Design Build Contract and the LTWC payment and performance bonds required concurrently for a total bond of the combination of both (\$5 million+ the proposal price)?

**A6.** Both contracts (i.e., Design-Build contract and the LTWC) shall be entered at the same time. All bonds shall be submitted when the Design-Build is required to submit bonds and insurance at the time of award. However, the surety's obligation on LTWC will not begin until the commencement of the LTWC performance term. See answers to Questions 1, 2, and 4 above.

**Q7.** Can the pre-qualification level addressed in Addendum 1 and 3 be verified as being \$5 million?

**A7.** The Engineer's Estimate for this project is \$17.9 million. Firms interested in responding to this RFP must be pre-qualified in accordance with the City's Contractor Pre-Qualification Program, (for the \$17.9 million). For additional information, see:

<http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml>.

**B.2** TO ADDENDUM "3", Answer # 13 Modify the referenced Table on pages 4 & 5 as follows:

<b>Maximum Number of Technical Pages</b>		
<b>Section</b>	<b>Criteria</b>	<b>Max # of Pages</b>
2	Exceptions to this RFP & Minimum Street Light Fixture Requirements & Long Term Warranty Contract	22
3	Executive Summary	3
4	Project Team	3
5	Technical Fixture Approach	10
6	Identify Fixtures	1
7	Design Builder Compatibility	16
8	EEOCP	8
9	Submittal organization and clarity	1
10	Reference checks	1
<b>Total Number of Single Sided Pages for Technical Evaluation</b>		<b>65</b>

**B.3** TO ADDENDUM "5", Item B.6 (Attachment A-6, Long Term Warranty Contract (LTWC), Pages 21 of 57 through 32 of 57 DELETE in their entirety and SUBSTITUTE with Pages 5 of 18 through 16 of 18 of this Addendum "6".

**B.4** TO ADDENDUM "5", Item B.8 (BIDDING DOCUMENTS, PRICE PROPOSAL FORMS), Pages 33 of 57 through 34 of 57 DELETE, in their entirety and SUBSTITUTE with Pages 17 of 18 through 18 of 18 of this Addendum "6".

- B.5 TO ATTACHMENT C, CONTRACT FRONT END VOLUME 1, SUPPLEMENTARY SPECIAL PROVISIONS, SECTION 2 – SCOPE AND CONTROL OF WORK, SUBSECTION 2-3.2, SELF PERFORMANCE, DELETE in its entirety and SUBSTITUTE with the following:

**2-3.2 Self Performance.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Prime Contractor shall perform with its own organization at least 25 percent of the Contract Price.

- B.6 TO ATTACHMENT C, CONTRACT FRONT END VOLUME 1, SUPPLEMENTARY SPECIAL PROVISIONS, SECTION 6 – PROSECUTION, PROGRESS AND ACCEPTANCE TO WORK, ADD the following:

**6-8.3 Warranty.** To the City Supplement, DELETE in its entirety and Substitute with the following:

All work shall be warranted by the Contractor against defective workmanship and materials for a period of 10 years from the date the Work was completed as specified below.

The first 3 years of warranty protection after installation shall be secured by the faithful performance and payment bonds due at time of Design-Build Contract award.

At the conclusion of the initial 3 year bonded warranty period, a 7 year subsequent manufacturer's warranty (i.e., 3+7 for a total of 10 years) for labor and materials shall commence and run concurrently with the LTWC. The manufacturer's warranty shall cover parts and labor for luminaires, lamps, wiring, and the entire fixture assembly (i.e., Warranty Items). The manufacturer's warranty may be concurrent with the standard Design-Build contract warranty. In no case, the protection provided shall be for less than 10 years continuously.

The manufacturer's warranty(ies) naming the City as the beneficiary shall be furnished to the City as a condition to the Acceptance. It is the intent of this section that the manufacturer's warranty for parts and labor shall secure performance of the LTWC by the Contractor. Additional security in the form of a bond for both the LTWC and the manufacturer's extended 7 year warranty for labor and materials may, but is not required to be, provided per the compensation provisions of the LTWC.

Hildred Pepper, Jr., Director  
Purchasing and Contracting Department

Dated: January 31, 2011  
San Diego, California

HP/nb/rir

## LONG-TERM WARRANTY CONTRACT

This Long-Term Warranty Contract [Contract] is made and entered into by and between the City of San Diego [City], a municipal corporation, and [**Name of successful Design-Builder, to be identified after award of the Contract**] [Design-Builder], who may be individually or collectively referred to herein as a "Party" or the "Parties."

### RECITALS

- A.** Concurrent with the Contract execution, the Parties entered into an agreement [Agreement] for the construction of Street Light Conversion Project Design-Build Contract (Project), IO number [21002317], Bid No. [5253DB].
- B.** In accordance with the Agreement, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term warranty requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of Street Light Conversion Project Design-Build Contract [Warranty Requirements].
- C.** The Contractor is ready and willing to fulfill its Warranty Requirements in accordance with the terms of this contract.

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

### THE PARTIES AGREE:

#### INTRODUCTORY PROVISIONS

- 1. Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this contract by this reference.
- 2. Exhibits Incorporated.** All Exhibits and Attachments referenced in this contract are incorporated into this contract by this reference.
- 3. Contract Term.** This Contract shall be effective on the date the Notice of Completion for the Agreement is executed or by the last Party to sign the Contract, whichever is later, and it shall be effective until completion of the Work, described in Section 1.1 below.
- 4. Terms and Conditions.** This contract is subject to the terms and conditions of the Agreement included in the Part 1 of The GREENBOOK and The WHITEBOOK and EOCP Section and Section 801 through Section 808 of The WHITEBOOK except as follows.

#### SECTION 1: SCOPE OF WORK

**1.1 General.** The Contractor shall fulfill the Project's Warranty Requirements [Work] as identified in the scope of work attached as Exhibit A in a manner satisfactory to the City. The City will give written notice to the Contractor of needed Contract work and a deadline to perform such work. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform this work and the Contractor's Surety shall be liable for the cost thereof.

The Contractor shall provide all equipment, labor, and materials necessary to perform the Work as described in the written in Exhibit A, at the direction of the City.

**1.2 Work Schedule.** Reserved

**1.3 Commencement of Work and Warranty Period.** The Contract shall begin on the date indicated in the field notification to be issued by City to the Contractor in accordance with the Project's Agreement [Field Notification], and shall continue for [120] months. A copy of the Field Notification is attached hereto as Exhibit B.

**1.4 Performance of Work.** The Work shall be performed in accordance with the streetlight fixture manufacturer's recommendations. To perform the Work, Contractor shall comply with the following:

**1.4.1** The Contractor shall hold a proper State Contractor's License.

**1.4.2** The Contractor shall hold a City of San Diego Business License.

**1.4.3** The Contractor shall hold a license or authorization from the street light manufacturer.

**1.4.4** Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet, attached hereto as Exhibit C.

## **SECTION 2: ADMINISTRATION**

**2.1 Contract Administrator.** The General Services Department, Street Division is the Contract Administrator for the Contract. The Contractor shall perform the Work under the direction of a designated representative of the Engineering and Capital Projects Department. The City will communicate with the Contractor on all matters related to the administration of this contract and the Contractor's performance of the Work rendered hereunder. When this contract refers to communications to or with City, those communications shall be with the City, unless the City or this contract specifies otherwise. Further, when this contract requires an act or approval by City, that act or approval will be performed by the City.

**2.2 Local Office.** The Contractor shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this contract with the City. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative would fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls from the City shall be returned within a 1 hour period.

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

**2.4 Staffing.**

**2.4.1 Supervision.** The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all Work required under this contract.

**2.4.2 Contractor Inspections. Reserved**

**SECTION 3: COMPENSATION**

**3.1 Maximum Compensation.** The compensation for this contract shall not exceed \$[the Contractor's lump sum bid amount for this long-term warranty contract; will be established during the award process] [Contract Price].

**3.2 Wage Rates.** Refer to the Agreement for Prevailing wages requirements for this contract.

**3.3 Method of Payment and Bi-Yearly Reports.** The payments will be made as a percentage of Contract Price according to the following schedule:

<b>LTWC Year</b>	<b>LTWC Payment</b>
1	1%
2	2%
3	4%
4	6%
5	8%
6	11%
7	13%
8	16%
9	18%
10	21%
<b>Total</b>	<b>100%</b>

As conditions precedent to payment, the Contractor shall submit the following documents to the City each 6 months: (a) a detailed invoice and report of warranty work performed, and (b) materials used in the prior 6 months. The Contractor's failure to submit the required reports or certified payrolls as described in the Agreement shall constitute a basis for withholding of payment by the City.

**3.4 Final Payment.** The Contractor shall not receive the final payment, and the manufacturer's extended 7 year warranty on parts and labor will not be released, until the following conditions have been completed to City's satisfaction:

**3.4.1** The item(s) of the work subject to this warranty coverage as specified in Exhibit A [Warranty Items] have been determined to be in compliance with the Agreement.

**3.4.2** The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached here to the Agreement (see Attachment C of the Specifications, Front End Volume 1), stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

**3.4.3** The Contractor has performed comprehensive and successful testing and checks of the Warranty Items.

**3.5** Notwithstanding sections 3.3 and 3.4, the Contractor and manufacturer may request that City pay all or some of the compensation for the LTWC at a time earlier than provided in those sections if the Contractor, manufacturer, or both provide a surety bond acceptable to City which

secures performance of the LTWC and manufacturer extended warranty obligations for the full remaining term. Early payment under this section and acceptability of such bond shall be at City's sole discretion.

#### **SECTION 4: TERMINATION**

**4.1 Termination for Default.** If the Contractor fails to perform or adequately perform any obligation required by this contract, the Contractor's failure constitutes a Default. If the Contractor fails to satisfactorily cure a Default within 10 Working Days of receiving written notice from City specifying the nature of the Default, City may immediately cancel this contract and make a demand on the Contractor's surety, or terminate this contract, and terminate each and every right of the Contractor, and any person claiming any rights by or through Contractor under this contract.

#### **SECTION 5: BONDS, INSURANCE, AND INDEMNIFICATION**

**5.1 Contract Bonds.** Prior to commencement of the Work, Contractor, at its sole cost and expense, shall provide to City the following bonds issued by a surety authorized to issue bonds in California and otherwise satisfactory to City:

**5.1.1** A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

**5.1.2** A Performance Bond in an amount not less than the Contract Price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this contract.

**5.2 Insurance.** The Contractor shall not begin the Work under this contract until it has: a) obtained insurance certificates reflecting evidence of all insurance required in this Section; however, City reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by City; b) obtained City approval of each company or companies as required by this Section; c) confirmed that all policies contain the specific provisions required in this Section. Further, Contractor shall not modify any policy or endorsement thereto which increases City's exposure to loss for the duration of this contract.

**5.2.1 Types of Insurance.** At all times during the term of this contract, Contractor shall maintain insurance coverage as follows:

**5.2.1.1 Commercial General Liability.** For all of Contractor's operations, including contractual, broad form property damage, completed operations, and independent Contractor's liability, Contractor shall keep in full force and effect, during any and all Work on this contract, all applicable insurance to cover personal injury, bodily injury and property damage, providing coverage to the limits specified in the Agreement for general liability, completed operations and personal injury other than bodily injury. 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. Contractual liability limitation endorsement is not acceptable.

**5.2.1.2 Commercial Automobile Liability.** For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile insurance for bodily injury and property damage providing coverage to a limit specified in the Agreement. Insurance certificate shall reflect coverage for any automobile [any auto]. The City shall be named as an additional insured, but only for liability arising out of use of Contractor's automobiles and only arising out of Work performed under this contract.

**5.2.1.3 Worker's Compensation.** For all of Contractor's employees who are subject to this contract and to the extent required by the State of California, Contractor shall keep in full force and effect, a worker's compensation policy. That policy shall provide liability coverage as specified in the Agreement, and the Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**5.2.1.4 Third Party Property Damage.**

**5.2.2 Rating Requirements.** All insurance required by express provision of this contract shall be carried only by responsible insurance companies that have been given at least an "A" or "A-" and "V" rating by AM BEST, that are licensed to do business in the State of California, and that have been approved by City.

**5.2.3 Deductibles.** All deductibles on any policy shall be the responsibility of the Contractor.

**5.2.4 Specific Provisions Required.** Each policy required under this Section shall expressly provide, and an endorsement shall be submitted to the City, that:

**5.2.4.1** Except as to Workers Compensation, City of San Diego and its respective elected officials, officers, employees, agents, and representatives shall be named as additional insured. The City's Additional Insured status shall be reflected on additional insured endorsement form CG 20 10, or equivalent, which shall be submitted to the City.

**5.2.4.2** The policies are primary and non-contributing to any insurance that may be carried by the City, as reflected in an endorsement which shall be submitted to the City.

**5.2.4.3** The policies cannot be canceled, non renewed or materially changed except after 30 days prior written notice by the Contractor to City by certified mail, as reflected in an endorsement which shall be submitted to the City except for non-payment of premium, in which case 10 days notice will be provided.

**5.2.4.4** Before performing any Work, the Contractor shall provide the City with all Certificates of Insurance accompanied with all endorsements.

**5.2.4.5** The Contractor may obtain additional insurance not required by this contract.

**5.2.5 Surplus Lines.** A policy by a Surplus Lines insurer is presumptively invalid unless accompanied by: i) a document specifically naming The City of San Diego as additional insured; ii) a Service of Suit stating that the company agrees to be sued in California on any issue arising out of this contract; iii) a cut-through endorsement to an admitted company; iv) a statement regarding why the company could not be placed with an admitted insurer (Cal. Ins. Code Section 1763); v) an insurance certificate which names the surplus lines broker (Cal. Ins. Code Section 1764).

## SECTION 6: SPECIAL PROVISIONS

**6.1 Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to performance of any Work.

**6.2 Drug-Free Workplace.** The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this contract by this reference. The Contractor has certified to the City that it will provide a drug-free workplace by submitting a Certification for a Drug-Free Workplace form.

**6.2.1 Contractor's Notice to Employees.** The Contractor shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

**6.2.2 Drug-Free Awareness Program.** The Contractor shall establish a drug-free awareness program to inform employees about all of the following:

**6.2.2.1** The dangers of drug abuse in the work place.

**6.2.2.2** The policy of maintaining a drug-free work place.

**6.2.2.3** Available drug counseling, rehabilitation, and employee assistance programs.

**6.2.2.4** The penalties that may be imposed upon employees for drug abuse violations.

**6.2.2.5 Posting the Statement.** The Contractor shall post the drug-free policy in a prominent place.

**6.2.2.6 Subcontractor's Contracts.** The Contractor further certifies that each contract for Subcontractor Services for this contract shall contain language that binds the Subcontractor to comply with the provisions of Section 7.1 of this contract, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. The Contractors and Subcontractors shall be individually responsible for their own drug-free work place program.

**6.2.2.7 Program Requirements Satisfaction.** The requirements of a drug-free awareness program can be satisfied by periodic "tailgate sessions" covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, the Contractor shall be expected to provide a listing of drug rehabilitation and counseling programs available in the community at large.

**6.3 Americans With Disabilities Act.** The Contractor is responsible as an employer, contractor, and the City representative to comply with all portions of Title 24 and the ADA. (For specific services and public accommodations, the Contractor may contact the Office of the Americans with Disabilities Act, Civil Rights Division, U.S. Department of Justice, P.O. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301.) The Contractor acknowledges and agrees that it is aware of and will comply with Council Policy 100-04, incorporated herein by this reference, adopted by Resolution No. R-282153, relating to the federal mandated ADA. The policy applies equally to the Contractor and all Subcontractors. The

Contractor shall include in each subcontract agreement language which requires Subcontractor to abide by the provisions of this Section 7.2. The Contractor and all Subcontractors shall be individually responsible for administering their own ADA and Title 24 program.

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

## SECTION 7: GENERAL PROVISIONS

**7.1 Assignment.** The Contractor shall not assign the obligations under this contract, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this contract, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**7.2 Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of City. Any provisions of this contract that may appear to give City any right to direct Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**7.3 Covenants and Conditions.** All provisions of this contract expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.

**7.4 Jurisdiction, Venue, and Attorney's Fees.** The venue for any suit or proceeding concerning this contract, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

**7.5 Successors in Interest.** This Contract and all rights and obligations created by this contract shall be in force and effect whether or not any Parties to the Contract have been succeeded by another entity, and all rights and obligations created by this contract shall be vested and binding on any Party's successor in interest.

**7.6 Integration.** This Contract and the exhibits, attachments, and references incorporated into this contract fully express all understandings of the Parties concerning the matters covered in this contract. No change, alteration, or modification of the terms or conditions of this contract, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this contract agreed to by both Parties. All prior negotiations and agreements are merged into this contract.

**7.7 Counterparts.** This Contract may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

**7.8 No Waiver.** No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this contract, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this contract, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

**7.9 Severability.** The unenforceability, invalidity, or illegality of any provision of this contract shall not render any other provision of this contract unenforceable, invalid, or illegal.

**7.10 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this contract, and the decision of whether to seek advice of counsel with respect to this contract is a decision which is the sole responsibility of each Party. This Contract shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Contract.

**7.11 Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist..

**Project Manager: To ensure that all signatures and at least one section of contract appear on the same page.**

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Purchasing & Contracting Department Director in accordance with Resolution No. R-**[\*insert number of Resolution authorizing advertising and award of underlying construction contract\*]**, and by Contractor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, **[2011]**.

THE CITY OF SAN DIEGO

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

Mayor or designee

I HEREBY CERTIFY I can legally bind **[name of Contractor to be determined during RFP award process]** and that I have read all of this Contract, this \_\_\_\_\_ day of \_\_\_\_\_, **[insert year]**.

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

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

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

I HEREBY APPROVE the form and legality of the foregoing Contract this \_\_\_\_\_ day of \_\_\_\_\_, **[\*insert year\*]**.

Jan I. Goldsmith, City Attorney

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

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

Deputy City Attorney

## **EXHIBIT A**

### **SCOPE OF WORK**

**I. Location of Work.** The location of the Work to be performed are the locations where the streetlight fixtures were converted. See the list of approximately 37,800 street lights city-wide, as shown on the As-Built list generated by the Design-Builder in accordance with Project Specifications described in Section 3.0 Scope of Work and Street Light Conversion Contract Specifications, which are incorporated into this contract by this reference as though fully set forth herein.

**II. Description of Work.** The Contractor shall perform the Warranty during the Warranty Program in accordance with this contract and the RFP Specifications such that the completed facility complies with the Agreement.

The Design-Builder (or the manufacturer during the manufacturer's warranty period) shall repair or replace the streetlight fixture within 5 Working Days from receiving notification from the City. All the warranty work, including the manufacturer's warranty, shall include the labor, equipment and material costs to repair and replace the defective item. The Design-Builder (or the manufacturer during the extended warranty period) shall notify the City within 24 hours after the light fixture is repaired or replaced.

The Work includes complete warranty repairs, replacement, or both including labor, materials, equipment, permits, and services necessary to maintain the streetlight fixtures in conformance with the warranty requirements of the Agreement.

**III. TBD**

**EXHIBIT B**  
**FIELD NOTIFICATION**

The Project's Notice of Completion date will identify the commencement of the long-term warranty.

**EXHIBIT C**  
**LICENSE DATA SHEET**

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

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

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

**Street Light Manufacturers Name:** \_\_\_\_\_

License Number: \_\_\_\_\_

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

**Street Light Manufacturers Advisor's Name:** \_\_\_\_\_

License Number: \_\_\_\_\_

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

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

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

**BIDDING DOCUMENTS**  
**PRICE PROPOSAL FORMS**

I/WE AGREE TO THE DESIGN AND CONSTRUCTION OF **STREET LIGHT CONVERSION PROJECT DESIGN-BUILD CONTRACT**, FOR THE CITY OF SAN DIEGO, IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS FOR THE PRICES LISTED BELOW:

Item No.	NAICS Code	Description	"D"	Quantity	Unit	Unit Price	Amount
1	541330	Engineering and Design Services, Including Periodic Reports and As-Builts	D	1	LS		\$
2	238210	Install 44-55 Watt Cobra Head Induction Street Light Fixture in Climate Zone 7		7500	EA	\$	\$
3	238210	Install 79-85 Watt Cobra Head Induction Street Light Fixture in Climate Zone 7		21700	EA	\$	\$
4	238210	Install 150-165 Watt Cobra Head Induction Street Light Fixture in Climate Zone 7		6500	EA	\$	\$
5	238210	Install 44-55 Watt Cobra Head Induction Street Light Fixture in Climate Zone 10		800	EA	\$	\$
6	238210	Install 79-85 Watt Cobra Head Induction Street Light Fixture in Climate Zone 10		1500	EA	\$	\$
7	238210	Install 150-165 Watt Cobra Head Induction Street Light Fixture in Climate Zone 10		700	EA	\$	\$
8	238210	Remove and Recycle Existing HPS and LPS Street Light Fixtures		38700	EA	\$	\$
9	238210	Long Term Warranty Contract (LTWC)		1	LS		\$
10	238210	Long Term Warranty Contract (LTWC) Bonds (Payment and Performance)		1	LS		\$
11	238210	Bonds (Payment and Performance)		1	LS		\$
12	238210	City Contingency		1	AL		\$285,000.00
<b>TOTAL FOR PROPOSAL (ITEMS NO 1 THROUGH 12 INCLUSIVE)</b>							

\*\* Design Element (For City Use)

**BIDDING DOCUMENTS**

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Total Price for Design-Build Proposal, (items 1 through 12, 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 Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

**NOTES:**

A. The Contract Price to be used in the selection process will be determined by:

**The Base Bid alone.**

B. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.

C. In the case of inconsistency or conflict, between the sums of the Extensions with the Estimated Total Bid, the sum of the Extensions shall govern.

# City of San Diego

## ADDENDUM "7"



# REQUEST FOR PROPOSAL (RFP)

For

## STREET LIGHT CONVERSION PROJECT DESIGN-BUILD CONTRACT

SPECIFICATION NO.: 5235DB  
IO NO.: 21002317  
CLIENT DEPARTMENT: 2115  
PROJECT TYPE: IH

### PROPOSAL DUE:

**12:00 Noon**

**FEBRUARY 17, 2011**

**CITY OF SAN DIEGO**  
**Purchasing & Contracting Department**  
**1200 Third Avenue, Suite 200, MS 56P**  
**San Diego, CA 92101**

For which proposals will be received at San Diego, California, until **Proposal due date and time as stated above.** at the Purchasing and Contracting Department, 1200 Third Avenue, Suite 200, San Diego, California.

### **CHANGES TO CONTRACT DOCUMENTS**

The following changes to the RFP are hereby made effective as though originally issued with the bid package.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED**  
TO 12:00 P.M. ON **MARCH 10, 2011.**

**A. INTRODUCTION**

- A.1 The following changes in Section B are hereby incorporated into the Request for Proposal for the *Street Light Conversion Project Design-Build Contract*.
- A.2 All prospective bidders are reminded that they are required to acknowledge receipt of this addendum in their submittal in accordance with ATTACHMENT B, Item 1 of the Request for Proposals.

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

B.1 Responses to Questions:

**Q.1** Why has the bid date been extended to March 10th?

**A.1** The bid date has been extended to provide for inclusion of all requirements contained in this Addendum 7 and also to permit bidders additional time to adjust to the provisions of Addendum 6 which modified bonding requirements. Previously the RFP and Addenda 1 and 3 provided that bonding capacity was \$ 5 million. Addendum 6 modified the bonding requirement to 100% of the value of the contract. The additional time provided by this Addendum 7 is intended to allow bidders more time to adjust to the revised bonding requirement, including prequalification at that level.

**Q.2** Will bidders be required to prequalify at the higher level of bonding capacity specified in Addendum 6?

**A.2** Yes, a supplementary prequalification review will be conducted by the City pursuant to "Instructions to Bidders" on page 58 of the Request for Proposals. The supplemental review will focus on the additional financial capacity inherently required by the revised bonding requirement.

**Q.3** May the bidders previously pre-qualified at a lower level submit supplemental information to raise their maximum bidding capacity? If yes, what is the due date?

**A.3** Yes. The supplementary information shall be submitted and received by February 28<sup>th</sup>, 2011.

**Q.4** May a Joint Venture be prequalified to bid as part of the supplemental review if one of its members attended the pre-bid meeting?

**A.4** Yes, the City recognizes that the revised bonding requirements may impel consideration of the formation of Joint Ventures for some bidders to prequalify. The supplementary prequalification review will accept for purposes of review and consideration prequalification proposals from Joint Ventures if one of the members attended the pre-bid meeting and if all other requirements of the RFP relating to proposals from Joint Ventures are met.

- Q.5** What are the prequalification requirements for a Joint Venture to meet the higher level of bidding capacity?
- A.5** At least one party to the Joint Venture must submit an audited financial statement and be prequalified with a maximum bidding capacity of at least the estimated total value of the contract.
- Q.6** If submitting as a Joint Venture, must all parties that will comprise the Joint Venture have attended the mandatory pre-proposal meeting December 21, 2010?
- A.6** At least one of the entities that will comprise the Joint Venture must have attended the mandatory pre-proposal meeting of December 21, 2010.
- Q.7** What are the licensing requirements for firms interested in submitting their proposal as a Joint Venture?
- A.7** At the time of submitting a proposal, the Joint Venture (JV) does not need to be licensed. However, all firms that will comprise the JV must possess a license in good standing with the California CSLB AND at least one of the firms must possess the appropriate license required by the RFP. The JV shall obtain a license issued in the name of the JV prior to contract award. This license must be submitted along with Bonds, Insurance and signed Contract Documents, failure to do so may result in the City annulling the award and awarding to the next ranked firm.
- Q.8** Section B.6 of Addendum 6 modified Section 6-8.3 of the Supplementary Special Provisions to provide that the manufacturer warranty shall cover parts and labor requirements of the Long Term Warranty Contract which is to be effective from the end of the third through end of tenth year following acceptance. This part of Addendum 6 also states it is the intent of the specification that the manufacturer's warranty for parts and labor is to secure performance of the LTWC by the Contractor. Section 5 of the incorporated Long Term Warranty Contract requires that the Contractor provide a bond for 100% of the value of the LTWC which is to be effective in the fourth through tenth years after acceptance (7 years total on the LTWC). Addendum 6 Section 6-8.3 of the Supplementary Special Provisions now provides that a bond is not necessarily required for the LTWC and that it is intended that the Contractor's duty to perform the LTWC is secured by the manufacturer's warranty for parts and labor; however section 5 of the LTWC provides that a bond is required to secure performance of the LTWC. Which is it?
- A.8** It is the intent of the specification that the City be fully and acceptably secured for the performance of the LTWC by the Contractor for the entire 7 year duration of the LTWC (in years four through ten following acceptance). This security is to be provided by a clear and unambiguous warranty of the manufacturer that extends to performance of the LTWC by the Contractor, including without

limitation the performance of periodic inspections, preparation of periodic reports, and performance of repairs or replacements including parts and labor. A bond may be provided in addition to the manufacturer warranty, however if the manufacturer warranty does not expressly extend to the LTWC or is qualified in any way to exclude warranty of the performance of the LTWC by the Contractor, the surety bond shall be required for the LTWC.

The City is cognizant that it may be a challenge for a bidder to obtain a bond from a third party surety which extends for the 7 year term of the LTWC, to obtain a warranty from the manufacturer, or both which clearly and unambiguously extends to secure performance of the LTWC by the Contractor for the 7 year term. The City will therefore accept either form of security, but at least one of these forms must be provided before award. Provision of the manufacturer's warranty, bonds, or both is a pre-condition to award of the contract. See LTWC, Section 5.1.3 below.

**Q.9** Can the hours of work as it relates to traffic control be clarified.

**A.9** Normal Working hours are 8:30 a.m. to 3:30 p.m. The City will allow work to start at 7:00 AM on residential streets and other locations, as deemed acceptable by Field Engineering. The Design-Builder will be required to submit typical traffic control plans to Field Engineering for traffic control permit(s). Work at locations within the below identified by Average Daily Traffic (ADT) categories, must be accomplished with minimum interruption to traffic, and therefore must be done at alternate work hours. The costs associated with non-normal work activities shall be included into the unit costs for those items.

- a) Type 1 Street: Residential
- b) Type 2 Street: Non-residential, ADT < 25,000
- c) Type 3 Street: Non-residential, ADT > 25,000

Mid-Block Table

Type 1	7:00 am to 5:00 pm
Type 2	8:30 am to 3:30 pm
Type 3	Nights (7:00 pm to 11:00 pm) or Weekends (applies ONLY if lane is required to be closed), otherwise treat as Type 2

Intersection Table

	Type 1	Type 2	Type 3
Type 1	7:00 am to 5:00 pm		
Type 2	8:30 am to 3:30 pm	8:30 am to 3:30 pm	
Type 3	Night (7:00 pm to 11:00 pm) /Weekends	Night (7:00 pm to 11:00 pm)/Weekends	Night (7:00 pm to 11:00 pm)/Weekends

For a complete list of city streets and corresponding ADTs, reference the “Street ADT Assignment.pdf” file; on the project FTP Site at: <ftp://ftp.sannet.gov/OUT/Purchasing-Contracting>

B.2 To SECTION 5.6, FINAL SELECTION (WEIGHTED CRITERIA), SUBSECTION 5.61 AND 5.6.2, DELETE in their entirety and SUBSTITUTE with the following:

5.6.1 A maximum of 40 points will be assigned for the Contract Price as bid. Maximum price points will be assigned to the lowest dollar bid and all other are scaled inversely proportional to that amount.

5.6.2 A maximum of 60 points will be assigned for the qualitative criteria noted in Attachment ‘B’ of this RFP. All Proposals shall receive scores based on 60 times the average of the composite ratings provided by the Panel.

B.3 TO ADDENDUM “5”, Item B.9 SELECTION AND AWARD SCHEDULE, DELETE in its entirety and SUBSTITUTE with the following:

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

8.1	Pre-Proposal Meeting	December 21, 2010
8.2	Proposal Due Date	March 10, 2011
8.3	Reserved	
8.4	Public Ranking Meeting	March 23, 2011
8.5	Selection and Notification	March 17, 2011
8.6	Receipt of Bonds and Insurance Certificates	March 24, 2011
8.7	Notice to Proceed	March 30, 2011

B.4 TO ADDENDUM “6”, Item B.3 (Attachment A-6, Long Term Warranty Contract (LTWC), Pages 5 of 18 through 16 of 18 **DELETE** in their entirety and **SUBSTITUTE** with Pages 7 of 20 through 18 of 20 of this Addendum “7”.

B.5 TO ADDENDUM "6", Item B.4 (BIDDING DOCUMENTS, PRICE PROPOSAL FORMS), Pages 17 of 18 through 18 of 18 DELETE, in their entirety and SUBSTITUTE with Pages 19 of 20 through 20 of 20 of this Addendum "7".

Hildred Pepper, Jr., Director  
Purchasing and Contracting Department

Dated: February 9, 2011  
San Diego, California

HP/nb/rir

## LONG-TERM WARRANTY CONTRACT

This Long-Term Warranty Contract [Contract] is made and entered into by and between the City of San Diego [City], a municipal corporation, and [**Name of successful Design-Builder, to be identified after award of the Contract**] [Design-Builder], who may be individually or collectively referred to herein as a "Party" or the "Parties."

### RECITALS

- A.** Concurrent with the Contract execution, the Parties entered into an agreement [Agreement] for the construction of Street Light Conversion Project Design-Build Contract (Project), IO number [21002317], Bid No. [5253DB].
- B.** In accordance with the Agreement, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term warranty requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of Street Light Conversion Project Design-Build Contract [Warranty Requirements].
- C.** The Contractor is ready and willing to fulfill its Warranty Requirements in accordance with the terms of this contract.

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

### THE PARTIES AGREE:

#### INTRODUCTORY PROVISIONS

- 1. Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this contract by this reference.
- 2. Exhibits Incorporated.** All Exhibits and Attachments referenced in this contract are incorporated into this contract by this reference.
- 3. Contract Term.** This Contract shall be effective on the date the Notice of Completion for the Agreement is executed or by the last Party to sign the Contract, whichever is later, and it shall be effective until completion of the Work, described in Section 1.1 below.
- 4. Terms and Conditions.** This contract is subject to the terms and conditions of the Agreement included in the Part 1 of The GREENBOOK and The WHITEBOOK and EOCP Section and Section 801 through Section 808 of The WHITEBOOK except as follows.

#### SECTION 1: SCOPE OF WORK

**1.1 General.** The Contractor shall fulfill the Project's Warranty Requirements [Work] as identified in the scope of work attached as Exhibit A in a manner satisfactory to the City. The City will give written notice to the Contractor of needed Contract work and a deadline to perform such work. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform this work and the Contractor's Surety shall be liable for the cost thereof.

The Contractor shall provide all equipment, labor, and materials necessary to perform the Work as described in the written in Exhibit A, at the direction of the City.

**1.2 Work Schedule.** Reserved

**1.3 Commencement of Work and Warranty Period.** The Contract shall begin on the date indicated in the field notification to be issued by City to the Contractor in accordance with the Project's Agreement [Field Notification], and shall continue for [120] months. A copy of the Field Notification is attached hereto as Exhibit B.

**1.4 Performance of Work.** The Work shall be performed in accordance with the streetlight fixture manufacturer's recommendations. To perform the Work, Contractor shall comply with the following:

**1.4.1** The Contractor shall hold a proper State Contractor's License.

**1.4.2** The Contractor shall hold a City of San Diego Business License.

**1.4.3** The Contractor shall hold a license or authorization from the street light manufacturer.

**1.4.4** Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet, attached hereto as Exhibit C.

## **SECTION 2: ADMINISTRATION**

**2.1 Contract Administrator.** The General Services Department, Street Division is the Contract Administrator for the Contract. The Contractor shall perform the Work under the direction of a designated representative of the Engineering and Capital Projects Department. The City will communicate with the Contractor on all matters related to the administration of this contract and the Contractor's performance of the Work rendered hereunder. When this contract refers to communications to or with City, those communications shall be with the City, unless the City or this contract specifies otherwise. Further, when this contract requires an act or approval by City, that act or approval will be performed by the City.

**2.2 Local Office.** The Contractor shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this contract with the City. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative would fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls from the City shall be returned within a 1 hour period.

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

**2.4 Staffing.**

**2.4.1 Supervision.** The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all Work required under this contract.

**2.4.2 Contractor Inspections. Reserved**

**SECTION 3: COMPENSATION**

**3.1 Maximum Compensation.** The compensation for this contract shall not exceed \$[the Contractor's lump sum bid amount for this long-term warranty contract; will be established during the award process] [Contract Price].

**3.2 Wage Rates.** Refer to the Agreement for Prevailing wages requirements for this contract.

**3.3 Method of Payment and Bi-Yearly Reports.** The payments will be made as a percentage of Contract Price according to the following schedule:

<b>LTWC Year</b>	<b>LTWC Payment</b>
1	1%
2	2%
3	4%
4	6%
5	8%
6	11%
7	13%
8	16%
9	18%
10	21%
<b>Total</b>	<b>100%</b>

As conditions precedent to payment, the Contractor shall submit the following documents to the City each 6 months: (a) a detailed invoice and report of warranty work performed, and (b) materials used in the prior 6 months. The Contractor's failure to submit the required reports or certified payrolls as described in the Agreement shall constitute a basis for withholding of payment by the City.

**3.4 Final Payment.** The Contractor shall not receive the final payment, and the manufacturer's extended 7 year warranty on parts and labor will not be released, until the following conditions have been completed to City's satisfaction:

**3.4.1** The item(s) of the work subject to this warranty coverage as specified in Exhibit A [Warranty Items] have been determined to be in compliance with the Agreement.

**3.4.2** The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached here to the Agreement (see Attachment C of the Specifications, Front End Volume 1), stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

**3.4.3** The Contractor has performed comprehensive and successful testing and checks of the Warranty Items.

**3.5** Notwithstanding sections 3.3 and 3.4, the Contractor and manufacturer may request that City pay all or some of the compensation for the LTWC at a time earlier than provided in those sections if the Contractor, manufacturer, or both provide a surety bond acceptable to City which

secures performance of the LTWC and manufacturer extended warranty obligations for the full remaining term. Early payment under this section and acceptability of such bond shall be at City's sole discretion.

#### **SECTION 4: TERMINATION**

**4.1 Termination for Default.** If the Contractor fails to perform or adequately perform any obligation required by this contract, the Contractor's failure constitutes a Default. If the Contractor fails to satisfactorily cure a Default within 10 Working Days of receiving written notice from City specifying the nature of the Default, City may immediately cancel this contract and make a demand on the Contractor's surety, or terminate this contract, and terminate each and every right of the Contractor, and any person claiming any rights by or through Contractor under this contract.

#### **SECTION 5: BONDS, INSURANCE, AND INDEMNIFICATION**

**5.1 Contract Bonds.** Prior to commencement of the Work, Contractor, at its sole cost and expense, shall provide to City the following bonds issued by a surety authorized to issue bonds in California and otherwise satisfactory to City:

**5.1.1** A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

**5.1.2** A Performance Bond in an amount not less than the Contract Price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this contract.

**5.1.3** Notwithstanding the provisions of this Section 5.1 and its other subparts relating to bonds for this LTWC, in lieu of such bonds the Contractor may provide a warranty from the manufacturer which expressly extends to guarantee the performance of this LTWC by the Contractor. If the manufacturer's warranty does not expressly extend to secure performance of the LTWC, then the bonds specified in this Section 5.1, 5.1.1, and 5.1.2 shall be required.

If the manufacturer's warranty does not extend to the LTWC (and the Contractor provides a bond instead), a manufacturer's product warranty for 10 years shall nevertheless be provided in favor of City as owner customer.

**5.2 Insurance.** The Contractor shall not begin the Work under this contract until it has: a) obtained insurance certificates reflecting evidence of all insurance required in this Section; however, City reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by City; b) obtained City approval of each company or companies as required by this Section; c) confirmed that all policies contain the specific provisions required in this Section. Further, Contractor shall not modify any policy or endorsement thereto which increases City's exposure to loss for the duration of this contract.

**5.2.1 Types of Insurance.** At all times during the term of this contract, Contractor shall maintain insurance coverage as follows:

**5.2.1.1 Commercial General Liability.** For all of Contractor's operations, including contractual, broad form property damage, completed operations, and independent Contractor's liability, Contractor shall keep in full force and effect, during any and all Work on this contract, all applicable insurance to cover personal injury, bodily injury and property damage, providing coverage to the limits specified in the Agreement for general liability, completed operations and personal injury other than bodily injury. 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. Contractual liability limitation endorsement is not acceptable.

**5.2.1.2 Commercial Automobile Liability.** For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile insurance for bodily injury and property damage providing coverage to a limit specified in the Agreement. Insurance certificate shall reflect coverage for any automobile [any auto]. The City shall be named as an additional insured, but only for liability arising out of use of Contractor's automobiles and only arising out of Work performed under this contract.

**5.2.1.3 Worker's Compensation.** For all of Contractor's employees who are subject to this contract and to the extent required by the State of California, Contractor shall keep in full force and effect, a worker's compensation policy. That policy shall provide liability coverage as specified in the Agreement, and the Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**5.2.1.4 Third Party Property Damage.**

**5.2.2 Rating Requirements.** All insurance required by express provision of this contract shall be carried only by responsible insurance companies that have been given at least an "A" or "A-" and "V" rating by AM BEST, that are licensed to do business in the State of California, and that have been approved by City.

**5.2.3 Deductibles.** All deductibles on any policy shall be the responsibility of the Contractor.

**5.2.4 Specific Provisions Required.** Each policy required under this Section shall expressly provide, and an endorsement shall be submitted to the City, that:

**5.2.4.1** Except as to Workers Compensation, City of San Diego and its respective elected officials, officers, employees, agents, and representatives shall be named as additional insured. The City's Additional Insured status shall be reflected on additional insured endorsement form CG 20 10, or equivalent, which shall be submitted to the City.

**5.2.4.2** The policies are primary and non-contributing to any insurance that may be carried by the City, as reflected in an endorsement which shall be submitted to the City.

**5.2.4.3** The policies cannot be canceled, non renewed or materially changed except after 30 days prior written notice by the Contractor to City by certified mail, as reflected in an endorsement which shall be submitted to the City except for non-payment of premium, in which case 10 days notice will be provided.

**5.2.4.4** Before performing any Work, the Contractor shall provide the City with all Certificates of Insurance accompanied with all endorsements.

**5.2.4.5** The Contractor may obtain additional insurance not required by this contract.

**5.2.5 Surplus Lines.** A policy by a Surplus Lines insurer is presumptively invalid unless accompanied by: i) a document specifically naming The City of San Diego as additional insured; ii) a Service of Suit stating that the company agrees to be sued in California on any issue arising out of this contract; iii) a cut-through endorsement to an admitted company; iv) a statement regarding why the company could not be placed with an admitted insurer (Cal. Ins. Code Section 1763); v) an insurance certificate which names the surplus lines broker (Cal. Ins. Code Section 1764).

## **SECTION 6: SPECIAL PROVISIONS**

**6.1 Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to performance of any Work.

**6.2 Drug-Free Workplace.** The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this contract by this reference. The Contractor has certified to the City that it will provide a drug-free workplace by submitting a Certification for a Drug-Free Workplace form.

**6.2.1 Contractor's Notice to Employees.** The Contractor shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

**6.2.2 Drug-Free Awareness Program.** The Contractor shall establish a drug-free awareness program to inform employees about all of the following:

**6.2.2.1** The dangers of drug abuse in the work place.

**6.2.2.2** The policy of maintaining a drug-free work place.

**6.2.2.3** Available drug counseling, rehabilitation, and employee assistance programs.

**6.2.2.4** The penalties that may be imposed upon employees for drug abuse violations.

**6.2.2.5 Posting the Statement.** The Contractor shall post the drug-free policy in a prominent place.

**6.2.2.6 Subcontractor's Contracts.** The Contractor further certifies that each contract for Subcontractor Services for this contract shall contain language that binds the Subcontractor to comply with the provisions of Section 7.1 of this contract, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. The Contractors and Subcontractors shall be individually responsible for their own drug-free work place program.

**6.2.2.7 Program Requirements Satisfaction.** The requirements of a drug-free awareness program can be satisfied by periodic "tailgate sessions" covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, the Contractor shall be expected to provide a listing of drug rehabilitation and counseling programs available in the community at large.

**6.3 Americans With Disabilities Act.** The Contractor is responsible as an employer, contractor, and the City representative to comply with all portions of Title 24 and the ADA. (For specific services and public accommodations, the Contractor may contact the Office of the Americans with Disabilities Act, Civil Rights Division, U.S. Department of Justice, P.O. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301.) The Contractor acknowledges and agrees that it is aware of and will comply with Council Policy 100-04, incorporated herein by this reference, adopted by Resolution No. R-282153, relating to the federal mandated ADA. The policy applies equally to the Contractor and all Subcontractors. The Contractor shall include in each subcontract agreement language which requires Subcontractor to abide by the provisions of this Section 7.2. The Contractor and all Subcontractors shall be individually responsible for administering their own ADA and Title 24 program.

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

## SECTION 7: GENERAL PROVISIONS

**7.1 Assignment.** The Contractor shall not assign the obligations under this contract, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this contract, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**7.2 Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of City. Any provisions of this contract that may appear to give City any right to direct Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**7.3 Covenants and Conditions.** All provisions of this contract expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.

**7.4 Jurisdiction, Venue, and Attorney's Fees.** The venue for any suit or proceeding concerning this contract, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

**7.5 Successors in Interest.** This Contract and all rights and obligations created by this contract shall be in force and effect whether or not any Parties to the Contract have been succeeded by another entity, and all rights and obligations created by this contract shall be vested and binding on any Party's successor in interest.

**7.6 Integration.** This Contract and the exhibits, attachments, and references incorporated into this contract fully express all understandings of the Parties concerning the matters covered in this contract. No change, alteration, or modification of the terms or conditions of this contract,

and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this contract agreed to by both Parties. All prior negotiations and agreements are merged into this contract.

**7.7 Counterparts.** This Contract may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

**7.8 No Waiver.** No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this contract, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this contract, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

**7.9 Severability.** The unenforceability, invalidity, or illegality of any provision of this contract shall not render any other provision of this contract unenforceable, invalid, or illegal.

**7.10 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this contract, and the decision of whether to seek advice of counsel with respect to this contract is a decision which is the sole responsibility of each Party. This Contract shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Contract.

**7.11 Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist..

**Project Manager: To ensure that all signatures and at least one section of contract appear on the same page.**

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Purchasing & Contracting Department Director in accordance with Resolution No. R-**[\*insert number of Resolution authorizing advertising and award of underlying construction contract\*]**, and by Contractor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, **[2011]**.

THE CITY OF SAN DIEGO

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

Mayor or designee

I HEREBY CERTIFY I can legally bind **[name of Contractor to be determined during RFP award process]** and that I have read all of this Contract, this \_\_\_\_\_ day of \_\_\_\_\_, **[insert year]**.

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

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

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

I HEREBY APPROVE the form and legality of the foregoing Contract this \_\_\_\_\_ day of \_\_\_\_\_, **[\*insert year\*]**.

Jan I. Goldsmith, City Attorney

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

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

Deputy City Attorney

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

**I. Location of Work.** The locations of the Work to be performed are the locations where the streetlight fixtures were converted. See the list of approximately 35,311 street lights city-wide, as shown on the As-Built list generated by the Design-Builder in accordance with Project Specifications described in Section 3.0 Scope of Work and Street Light Conversion Contract Specifications, which are incorporated into this contract by this reference as though fully set forth herein.

**II. Description of Work.** The Contractor shall perform the Warranty during the Warranty Program in accordance with this contract and the RFP Specifications such that the completed facility complies with the Agreement.

The Design-Builder (or the manufacturer during the manufacturer's warranty period) shall repair or replace the streetlight fixture within 5 Working Days from receiving notification from the City. All the warranty work, including the manufacturer's warranty, shall include the labor, equipment and material costs to repair and replace the defective item. The Design-Builder (or the manufacturer during the extended warranty period) shall notify the City within 24 hours after the light fixture is repaired or replaced.

The Work includes complete warranty repairs, replacement, or both including labor, materials, equipment, permits, and services necessary to maintain the streetlight fixtures in conformance with the warranty requirements of the Agreement.

**III. TBD**

**EXHIBIT B**  
**FIELD NOTIFICATION**

The Project's Notice of Completion date will identify the commencement of the long-term warranty.

**EXHIBIT C**  
**LICENSE DATA SHEET**

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

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

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

**Street Light Manufacturers Name:** \_\_\_\_\_

License Number: \_\_\_\_\_

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

**Street Light Manufacturers Advisor's Name:** \_\_\_\_\_

License Number: \_\_\_\_\_

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

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

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

**BIDDING DOCUMENTS**

**PRICE PROPOSAL FORMS**

I/WE AGREE TO THE DESIGN AND CONSTRUCTION OF **STREET LIGHT CONVERSION PROJECT DESIGN-BUILD CONTRACT**, FOR THE CITY OF SAN DIEGO, IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS FOR THE PRICES LISTED BELOW:

Item No.	NAICS Code	Description	"D"	Quantity	Unit	Unit Price	Amount
1	541330	Engineering and Design Services, Including Periodic Reports and As-Builts	D	1	LS		\$
2	238210	Install 44-55 Watt Cobra Head Induction Street Light Fixture in Climate Zone 7		1571	EA	\$	\$
3	238210	Install 79-85 Watt Cobra Head Induction Street Light Fixture in Climate Zone 7		23278	EA	\$	\$
4	238210	Install 150-165 Watt Cobra Head Induction Street Light Fixture in Climate Zone 7		8162	EA	\$	\$
5	238210	Install 44-55 Watt Cobra Head Induction Street Light Fixture in Climate Zone 10		280	EA	\$	\$
6	238210	Install 79-85 Watt Cobra Head Induction Street Light Fixture in Climate Zone 10		1792	EA	\$	\$
7	238210	Install 150-165 Watt Cobra Head Induction Street Light Fixture in Climate Zone 10		228	EA	\$	\$
8	238210	Remove and Recycle Existing HPS and LPS Street Light Fixtures		35311	EA	\$	\$
9	237310	Traffic Control		1	LS		\$
10	238210	Long Term Warranty Contract (LTWC)		1	LS		\$
11	238210	Long Term Warranty Contract (LTWC) Bonds (Payment and Performance)		1	LS		\$
12	238210	Bonds (Payment and Performance)		1	LS		\$
13	238210	City Contingency		1	AL		\$350,000.00
<b>TOTAL FOR PROPOSAL (ITEMS NO 1 THROUGH 13 INCLUSIVE)</b>							

\*\* Design Element (For City Use)

**BIDDING DOCUMENTS**

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Total Price for Design-Build Proposal, (items 1 through 13, inclusive) amount written in words:

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Design-Builder: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

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

NOTES:

A. The Contract Price to be used in the selection process will be determined by:

**The Base Bid alone.**

B. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.

C. In the case of inconsistency or conflict, between the sums of the Extensions with the Estimated Total Bid, the sum of the Extensions shall govern.

# City of San Diego

## ADDENDUM "8"



# REQUEST FOR PROPOSAL (RFP)

**For**

## **STREET LIGHT CONVERSION PROJECT DESIGN-BUILD CONTRACT**

SPECIFICATION NO.: 5235DB  
IO NO.: 21002317  
CLIENT DEPARTMENT: 2115  
PROJECT TYPE: IH

### **PROPOSAL DUE:**

**12:00 Noon**

**MARCH 10, 2011**

### **CITY OF SAN DIEGO**

**Purchasing & Contracting Department**

**1200 Third Avenue, Suite 200, MS 56P**

**San Diego, CA 92101**

For which proposals will be received at San Diego, California, until **Proposal due date and time as stated above**, at the Purchasing and Contracting Department, 1200 Third Avenue, Suite 200, San Diego, California.

### **CHANGES TO CONTRACT DOCUMENTS**

The following changes to the RFP are hereby made effective as though originally issued with the bid package.

**A. INTRODUCTION**

- A.1 The following changes in Section B are hereby incorporated into the Request for Proposal for the *Street Light Conversion Project Design-Build Contract*.
- A.2 All prospective bidders are reminded that they are required to acknowledge receipt of this addendum in their submittal in accordance with ATTACHMENT B, Item 1 of the Request for Proposals.

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

- B.1 TO ADDENDUM "5", ITEM B.10, WAGE RATES, pages 35 of 57 through 57 of 57, **DELETE** in their entirety and **SUBSTITUTE** with pages 3 of 33 through 33 of 33 of this Addendum 8.

Hildred Pepper, Jr., Director  
Purchasing and Contracting Department

Dated: February 22, 2011  
San Diego, California

HP/nb/rir

General Decision Number: CA100001 02/18/2011 CA1

Superseded General Decision Number: CA20080001

State: California

Construction Types: Building, Heavy (Heavy and Dredging),  
Highway and Residential

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/02/2010
3	04/16/2010
4	07/02/2010
5	07/09/2010
6	08/13/2010
7	08/27/2010
8	09/03/2010
9	09/10/2010
10	09/24/2010
11	10/08/2010
12	11/05/2010
13	12/03/2010
14	01/14/2011
15	02/18/2011

ASBE0005-002 06/28/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 32.79	16.31
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.21	13.76

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ASBE0005-004 06/28/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 18.70	8.65

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BOIL0092-003 10/01/2009

	Rates	Fringes
BOILERMAKER.....	\$ 40.22	22.26

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BRCA0004-008 11/01/2010

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 33.15	13.55

-----  
BRCA0018-004 06/01/2008

	Rates	Fringes
MARBLE FINISHER.....	\$ 25.52	9.08
TILE FINISHER.....	\$ 21.07	7.88
TILE LAYER.....	\$ 32.05	11.99

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BRCA0018-010 09/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	9.62
TERRAZZO WORKER/SETTER.....	\$ 33.63	10.46

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CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

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CARP0409-008 07/01/2008

	Rates	Fringes
Modular Furniture Installer.....	\$ 19.00	7.41

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CARP0547-001 07/01/2009

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 37.28	10.58
(2) Commercial Building....	\$ 32.30	10.58
(3) Heavy & Highway.....	\$ 37.15	10.58
(4) Residential Carpenter..	\$ 25.84	10.58
(5) Residential Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 37.65	10.58
PILEDRIVERMAN.....	\$ 37.28	10.58

CARP0547-002 07/01/2009

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...\$ 21.00		8.58
Drywall Stocker/Scrapper...\$ 11.00		6.67
(2) All other work		
Drywall Installer/Lather...\$ 27.35		9.58
Drywall Stocker/Scrapper...\$ 11.00		6.67

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ELEC0569-001 12/02/2010

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....\$ 41.98		3%+11.69
Electrician.....\$ 41.23		3%+11.69
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....\$ 37.40		3%+11.69
Electrician.....\$ 36.65		3%+11.69

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ELEC0569-005 12/01/2009

	Rates	Fringes
Sound & Communications		
Sound Technician.....\$ 26.42		\$10.47
Soundman.....\$ 21.14		\$8.74

SOUND TECHNICIAN: Terminating, operating and performing final check-out

SOUNDMAN: Wire-pulling, splicing, assembling and installing devices

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television

distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

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 ELEC0569-006 10/01/2010

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 27.00	7.53
Utility Technician #2.....	\$ 22.15	7.38

**STREET LIGHT & TRAFFIC SIGNAL WORK:**

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV land communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

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ELEC0569-008 06/01/2010

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 21.87	3%+2.90

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ELEC1245-001 06/01/2010

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 46.14	13.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 36.85	12.36
(3) Groundman.....	\$ 28.19	12.10
(4) Powderman.....	\$ 41.20	12.53

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.33	20.035

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly  
rate as vacation pay credit for employees with more than 5  
years of service, and 6% for 6 months to 5 years of service.  
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,  
Labor Day, Veterans Day, Thanksgiving Day, Friday after  
Thanksgiving, and Christmas Day.

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ENGI0012-003 01/01/2011

	Rates	Fringes
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OPERATOR: Power Equipment  
(All Other Work)

GROUP 1.....	\$ 36.83	18.72
GROUP 2.....	\$ 37.61	18.72
GROUP 3.....	\$ 37.90	18.72
GROUP 4.....	\$ 39.39	18.72
GROUP 5.....	\$ 40.49	18.72
GROUP 6.....	\$ 39.61	18.72
GROUP 7.....	\$ 40.71	18.72
GROUP 8.....	\$ 39.72	18.72
GROUP 9.....	\$ 40.82	18.72
GROUP 10.....	\$ 39.84	18.72
GROUP 11.....	\$ 40.94	18.72
GROUP 12.....	\$ 40.01	18.72
GROUP 13.....	\$ 40.11	18.72
GROUP 14.....	\$ 40.14	18.72
GROUP 15.....	\$ 40.22	18.72
GROUP 16.....	\$ 40.34	18.72
GROUP 17.....	\$ 40.51	18.72
GROUP 18.....	\$ 40.61	18.72
GROUP 19.....	\$ 40.72	18.72
GROUP 20.....	\$ 40.84	18.72
GROUP 21.....	\$ 41.01	18.72
GROUP 22.....	\$ 41.11	18.72
GROUP 23.....	\$ 41.22	18.72
GROUP 24.....	\$ 41.34	18.72
GROUP 25.....	\$ 41.51	18.72

OPERATOR: Power Equipment  
(Cranes, Piledriving &  
Hoisting)

GROUP 1.....	\$ 38.18	18.72
GROUP 2.....	\$ 38.96	18.72
GROUP 3.....	\$ 39.25	18.72
GROUP 4.....	\$ 39.39	18.72
GROUP 5.....	\$ 39.61	18.72
GROUP 6.....	\$ 39.72	18.72
GROUP 7.....	\$ 39.84	18.72
GROUP 8.....	\$ 40.01	18.72
GROUP 9.....	\$ 40.18	18.72
GROUP 10.....	\$ 41.18	18.72
GROUP 11.....	\$ 42.18	18.72
GROUP 12.....	\$ 43.18	18.72
GROUP 13.....	\$ 44.18	18.72

OPERATOR: Power Equipment  
(Tunnel Work)

GROUP 1.....	\$ 38.68	18.72
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GROUP 2.....	\$ 39.46	18.72
GROUP 3.....	\$ 39.75	18.72
GROUP 4.....	\$ 39.89	18.72
GROUP 5.....	\$ 40.11	18.72
GROUP 6.....	\$ 40.22	18.72
GROUP 7.....	\$ 40.34	18.72

**PREMIUM PAY:**

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

**SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS**

**POWER EQUIPMENT OPERATORS CLASSIFICATIONS**

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Horizontal Directional Drilling Machine; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1

drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

#### GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure

waterjet cutting tool system mechanic; Water pull (compaction) operator

**GROUP 9: Heavy Duty Repairman**

**GROUP 10:** Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

**GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.**

**GROUP 12:** Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

**GROUP 13:** Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

**GROUP 14:** Canal liner operator; Canal trimmer operator;

Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional);  
Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem

(scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

## CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator;  
Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western  
or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist  
operator (Chicago boom and similar type); Lift mobile  
operator; Lift slab machine operator (Vagtborg and similar  
types); Material hoist and/or manlift operator; Polar  
gantry crane operator; Self Climbing scaffold (or similar  
type); Shovel, backhoe, dragline, clamshell operator (over  
3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline,  
clamshell operator (over 5 cu. yds. mrc); Tower crane  
repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton  
capacity); Crawler transporter operator; Derrick barge  
operator (up to and including 25 ton capacity); Hoist  
operator, stiff legs, Guy derrick or similar type (up to  
and including 25 ton capacity); Shovel, backhoe, dragline,  
clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including  
50 tons mrc); Derrick barge operator (over 25 tons up to  
and including 50 tons mrc); Highline cableway operator;  
Hoist operator, stiff legs, Guy derrick or similar type  
(over 25 tons up to and including 50 tons mrc); K-crane  
operator; Polar crane operator; Self erecting tower crane  
operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and  
including 100 tons mrc); Derrick barge operator (over 50  
tons up to and including 100 tons mrc); Hoist operator,  
stiff legs, Guy derrick or similar type (over 50 tons up to  
and including 100 tons mrc), Mobile tower crane operator  
(over 50 tons, up to and including 100 tons M.R.C.); Tower  
crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and  
including 200 tons mrc); Derrick barge operator (over 100  
tons up to and including 200 tons mrc); Hoist operator,  
stiff legs, Guy derrick or similar type (over 100 tons up

to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

## ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO,

KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM.

Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE  $\diamond$  of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2009

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 44.83	17.22
(2) Dredge dozer.....	\$ 40.36	17.22
(3) Deckmate.....	\$ 40.25	17.22
(4) Winch operator (stern winch on dredge).....	\$ 39.70	17.22
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 39.16	17.22
(6) Barge Mate.....	\$ 39.77	17.22

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 IRON0002-004 07/01/2010

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.26
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.73

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0089-001 07/01/2010

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 25.22	14.15
Group 2.....	\$ 25.90	14.15
Group 3.....	\$ 26.61	14.15
Group 4.....	\$ 27.41	14.15
Group 5.....	\$ 28.34	14.15
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 16.20	8.16
(2) Cleanup, Landscaping, Fencing (chain link or wood).....	\$ 21.83	13.08

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and

public right-of-way; but including all rough grading work at the job site behind the existing right of way

## LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the cute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demoliton); Guinea chaser; Headboard man-asphlt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettleman, potmen and mean applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibratring machines, pavement breakers, air

blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, asphalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller-all power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power.

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LABO0089-002 07/01/2010

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 23.12	13.08

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LABO0089-004 07/01/2010

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.14	14.75
GROUP 2.....	\$ 26.60	14.75
GROUP 3.....	\$ 27.01	14.75
GROUP 4.....	\$ 27.85	14.75
GROUP 5.....	\$ 30.97	14.75

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man

(coating, grouting, making of joints, sealing caulking, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chain saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all fabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guardrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, making of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzleman (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of

whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

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LABO0300-008 08/05/2009

Rates Fringes

LABORER

PLASTER CLEAN-UP LABORER....	\$ 26.65	14.70
PLASTER TENDER.....	\$ 29.20	14.70

Work at Military Bases - \$3.00 additional per hour:  
 Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

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LABO0882-002 01/01/2010

Rates Fringes

Asbestos Removal Laborer.....	\$ 26.15	14.25
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SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LABO1184-001 07/01/2010

Rates Fringes

Laborers: (HORIZONTAL DIRECTIONAL DRILLING)

(1) Drilling Crew Laborer...\$ 27.05	11.65
(2) Vehicle Operator/Hauler.\$ 27.22	11.65
(3) Horizontal Directional Drill Operator.....\$ 29.07	11.65
(4) Electronic Tracking Locator.....\$ 31.07	11.65
Laborers: (STRIPING/SLURRY SEAL)	
GROUP 1.....\$ 28.50	14.56
GROUP 2.....\$ 29.80	14.56
GROUP 3.....\$ 31.81	14.56
GROUP 4.....\$ 33.55	14.56

### LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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PAIN0036-001 01/01/2011

Rates Fringes

Painters: (Including Lead  
Abatement)

(1) Repaint.....\$ 26.05 10.08  
(2) All Other Work.....\$ 29.32 10.08

REPAINT of any previously painted structure. Exceptions:  
work involving the aerospace industry, breweries,  
commercial recreational facilities, hotels which operate  
commercial establishments as part of hotel service, and  
sports facilities.

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\* PAIN0036-010 01/06/2011

Rates Fringes

DRYWALL FINISHER/TAPER

(1) Building & Heavy  
Construction.....\$ 25.08 10.85  
(2) Residential  
Construction (Wood frame  
apartments, single family  
homes and multi-duplexes  
up to and including four  
stories).....\$ 18.00 7.97

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PAIN0036-012 10/01/2010

Rates Fringes

GLAZIER.....\$ 38.75 15.55

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PAIN0036-019 02/01/2009

Rates Fringes

SOFT FLOOR LAYER.....\$ 26.77 11.75

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PLAS0200-005 08/04/2010

Rates Fringes

PLASTERER.....\$ 30.21      14.23

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS  
BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional  
per hour.

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PLAS0500-001 06/26/2010

Rates      Fringes

CEMENT MASON/CONCRETE FINISHER

GROUP 1.....\$ 22.29      9.90  
GROUP 2.....\$ 23.94      9.90  
GROUP 3.....\$ 26.57      10.35

CEMENT MASONS - work inside the building line, meeting the  
following criteria:

GROUP 1: Residential wood frame project of any size; work  
classified as Type III, IV or Type V construction;  
interior tenant improvement work regardless the size of the  
project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

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PLUM0016-006 07/01/2010

Rates      Fringes

PLUMBER, PIPEFITTER,  
STEAMFITTER

(1) Work on strip malls,  
light commercial, tenant  
improvement and remodel  
work.....\$ 30.32      14.98  
(2) Work on new additions  
and remodeling of  
commercial buildings,  
bars, restaurants, and  
stores not to exceed 5,000  
sq. ft. of floor space.....\$ 37.74      16.66  
(3) All other work.....\$ 38.92      17.64  
(4) Camp Pendleton.....\$ 43.42      17.64

PLUM0016-011 07/01/2010

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 31.45	13.46

PLUM0345-001 07/01/2010

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 27.35	14.59
Sewer & Storm Drain Work....	\$ 26.43	16.47

ROOF0045-001 08/01/2009

	Rates	Fringes
ROOFER.....	\$ 23.63	6.50

SFCA0669-001 04/01/2010

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.35	17.60

SHEE0206-001 07/01/2010

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 36.55	16.05
Except Camp Pendleton.....	\$ 34.55	16.05
Sheet Metal Technician.....	\$ 23.99	4.71

SHEET METAL TECHNICIAN - SCOPE:

- a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system
- b. New single family residential buildings including tracts.
- c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded.
- d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under

\$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

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 TEAM0036-001 07/01/2009

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 14.90	18.30
GROUP 2.....	\$ 24.49	18.30
GROUP 3.....	\$ 24.69	18.30
GROUP 4.....	\$ 24.89	18.30
GROUP 5.....	\$ 25.09	18.30
GROUP 6.....	\$ 25.59	18.30
GROUP 7.....	\$ 27.09	18.30

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

**TRUCK DRIVER CLASSIFICATIONS**

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

# City of San Diego

## ADDENDUM "9"



# REQUEST FOR PROPOSAL (RFP)

**For**

## **STREET LIGHT CONVERSION PROJECT DESIGN-BUILD CONTRACT**

SPECIFICATION NO.: 5235DB  
IO NO.: 21002317  
CLIENT DEPARTMENT: 2115  
PROJECT TYPE: IH

### **PROPOSAL DUE:**

**12:00 Noon**

**MARCH 10, 2011**

### **CITY OF SAN DIEGO**

**Purchasing & Contracting Department**

**1200 Third Avenue, Suite 200, MS 56P**

**San Diego, CA 92101**

For which proposals will be received at San Diego, California, until **Proposal due date and time as stated above**, at the Purchasing and Contracting Department, 1200 Third Avenue, Suite 200, San Diego, California.

### **CHANGES TO CONTRACT DOCUMENTS**

The following changes to the RFP are hereby made effective as though originally issued with the bid package.

**A. INTRODUCTION**

- A.1 The following changes in Section B are hereby incorporated into the Request for Proposal for the *Street Light Conversion Project Design-Build Contract*.
- A.2 All prospective bidders are reminded that they are required to acknowledge receipt of this addendum in their submittal in accordance with ATTACHMENT B, Item 1 of the Request for Proposals.

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

- B.1 TO ADDENDUM 2, ITEM B5, ATTACHMENT D, CONTRACT FRONT END VOLUME 2, page 17, **DELETE** in its entirety and **SUBSTITUTE** with page 3 of 3 of this Addendum 9.

Hildred Pepper, Jr., Director  
Purchasing and Contracting Department

Dated: March 2, 2011  
San Diego, California

HP/nb/rir

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



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

**COMPANY INFORMATION**

Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

**CONTRACT INFORMATION**

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

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

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

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

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

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

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

Name/Title of Signatory	Signature	Date
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**FOR OFFICIAL CITY USE ONLY**

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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rev 02/15/2011