



# City of San Diego PURCHASE ORDER

**PO No. 4500103135**

**Date:** 08/07/2018 **Page 1 of 8**

<b>Ship To:</b> City of San Diego Billing Contact for Delivery Address 92101	<b>Bill To:</b> PUD ACCOUNTS PAYABLE 9192 TOPAZ WAY SAN DIEGO CA 92123	<b>Billing Contact:</b> Darryl Aubrey  <b>Telephone:</b>  <b>E-Mail:</b> DAUBREY@SANDIEGO.GOV
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<b>Vendor:</b> Hudson Safe T Lite Rentals PO Box 117 El Cajon CA 92022-0117  <b>Vendor ID:</b> 10004847 <b>Telephone:</b> 619-441-3644 <b>E-Mail:</b> jaime@hudsonsafelite.com	<b>Terms:</b> within 30 days Due net  <b>Delivery Terms:</b> FOB Destination  <b>Buyer:</b> Michael Warner <b>Telephone:</b> 619-236-6154 <b>E-Mail:</b> MWarner@sandiego.gov
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Line #	Serv #	Item ID/Description Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc UoM Conv Factor	Extended Price
1		<b>Flashing Arrow Sign Trailer Mount</b>  Flashing Arrow Sign Trailer Mount CONTACT PORTEA CARTER 858-614-4576 CONTRACT 4600002987 Item completely delivered	06/30/2019	10 D	75.00 D	USD 750.00
2		<b>Flashing Arrow Sign Trailer Mount</b>  Item partially delivered	06/30/2019	10 WK	150.00 WK	USD 1,500.00
3		<b>Portable Lite Tower</b>  Item partially delivered	06/30/2019	10 D	25.00 D	USD 250.00
4		<b>Portable Lite Tower</b>  Item partially delivered	06/30/2019	10 WK	75.00 WK	USD 750.00
5		<b>Message Board Sign Trailer Mount</b>  Item partially delivered	06/30/2019	10 D	50.00 D	USD 500.00
7		<b>28" Day/Night Traffic Cone</b>  Item completely delivered	06/30/2019	100 D	0.40 D	USD 40.00
9		<b>No Left Turn</b>  Item partially delivered	06/30/2019	100 D	0.20 D	USD 20.00
11		<b>Do Not Enter</b>  Item partially delivered	06/30/2019	100 D	0.70 D	USD 70.00

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<b>IMPORTANT!</b>	
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****		Item partially delivered				
12		<b>End Construction</b>	06/30/2019	100 D	0.70 D	USD 70.00
****		Item partially delivered				
15		<b>No Right Turn</b>	06/30/2019	100 D	0.70 D	USD 70.00
****		Item partially delivered				
16		<b>Detour Left</b>	06/30/2019	100 D	0.70 D	USD 70.00
****		Item partially delivered				
17		<b>Detour Right</b>	06/30/2019	100 D	0.70 D	USD 70.00
****		Item partially delivered				
18		<b>Pedestrians Use Other Sidewalk</b>	06/30/2019	100 D	0.70 D	USD 70.00
****		Item partially delivered				
20		<b>No Pedestrians</b>	06/30/2019	100 D	0.70 D	USD 70.00
****		Item partially delivered				
21		<b>Lane Closed</b>	06/30/2019	100 D	0.70 D	USD 70.00
****		Item partially delivered				
22		<b>Road Closed</b>	06/30/2019	100 D	0.70 D	USD 70.00
****		Item partially delivered				
23		<b>Road Closed Ahead</b>	06/30/2019	100 D	0.70 D	USD 70.00
****		Item partially delivered				
24		<b>Right Lane Closed Ahead</b>	06/30/2019	100 D	0.70 D	USD 70.00
****		Item partially delivered				
25		<b>Single Lane Ahead</b>	06/30/2019	100 D	0.70 D	USD 70.00
****		Item partially delivered				
26		<b>Flagman Ahead</b>	06/30/2019	100 D	0.70 D	USD 70.00

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Line #	Serv#	Item ID/Description Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc Uom Conv Factor	Extended Price
****		Item partially delivered				
27		<b>Prepare to Stop</b>	06/30/2019	100 D	0.70 D	USD 70.00
****		Item partially delivered				
29		<b>No Right Turn</b>	06/30/2019	100 D	0.10 D	USD 10.00
40		<b>Barricade Mounted Flasher</b>	06/30/2019	100 D	0.35 D	USD 35.00
****		Item completely delivered				
45		<b>Right Lane Closed Ahead</b>	06/30/2019	100 D	3.00 D	USD 300.00
****		Item partially delivered				
47		<b>Delivery/Placement in CoSD</b>	06/30/2019	100 EA	40.00 EA	USD 4,000.00
****		Item partially delivered				
48		<b>Pick Up in CoSD</b>	06/30/2019	100 EA	40.00 EA	USD 4,000.00
****		Item partially delivered				
49		<b>Weekend Delivery/Placement in CoSD</b>	06/30/2019	20 EA	40.00 EA	USD 800.00
****		Item partially delivered				
50		<b>Weekend Pick Up in CoSD</b>	06/30/2019	20 EA	40.00 EA	USD 800.00
****		Item partially delivered				
61		<b>Purchase 36" Sign on Barricade</b>	06/30/2019	10 EA	50.00 EA	USD 500.00
****		Item partially delivered				
65		<b>Purchase Flagger Light on Duty</b>	06/30/2019	10 EA	150.00 EA	USD 1,500.00
****		Item partially delivered				
66		<b>Purchase 48" Rollup Sign w/ High Visibi</b>	06/30/2019	10 EA	25.00 EA	USD 250.00
****		Item partially delivered				
78		<b>Purchase Trailer Mounted Arrow Board</b>	06/30/2019	3 EA	250.00 EA	USD 750.00

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****		Item completely delivered				
83		Road Construction Ahead	06/30/2019	84 D	0.70 D	USD 58.80
****		Item partially delivered				
84		MISC EQUIPMENT RENTALS	06/30/2019	26,913.5 EA	1.00 EA	USD 26,913.50
****		Item partially delivered				
85		Prevailing \$80 -Normal Business Hours	06/30/2019	280 EA	80.00 EA	USD 22,400.00
****		Item partially delivered				
86		Prevailing \$90 - Outside Normal Hrs	06/30/2019	150 EA	90.00 EA	USD 13,500.00
****		Item partially delivered				
87		Prevailing \$130 - Sundays & Holidays	06/30/2019	25 EA	130.00 EA	USD 3,250.00
88		Prevailing \$90 - Traffic Control normal	06/30/2019	190 EA	90.00 EA	USD 17,100.00
****		Item partially delivered				
89		Prevailing \$95 - Traffic control Saturda	06/30/2019	650 EA	95.00 EA	USD 61,750.00
****		Item completely delivered				
90		Prevailing \$135 - Traffic Control Sun &	06/30/2019	100 EA	135.00 EA	USD 13,500.00
****		Item partially delivered				
91		Prevailing \$120 - Flagging Overtime	06/30/2019	40 EA	120.00 EA	USD 4,800.00
****		Item partially delivered				
<b>Notes:</b>		PO released NTE purchase order value or as may be modified by the City. Update Insurance and Business Tax Certificate as required.  DIR Project ID: 254151  WAGE REQUIREMENTS: PURCHASE ORDERS EXECUTED ON OR AFTER JANUARY 1, 2015  By performing the services detailed in this purchase order, Contractor is entering into a contract with the City. Contractor certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services. A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section				

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	<p>22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code sections 22.4201 through 22.4245. Contractor must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.</p> <p>1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.</p> <p>1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <a href="http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm">http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</a>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.</p> <p>1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates 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 such wage rate shall apply to the balance of the Contract.</p> <p>2. Penalties for Violations. Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.</p> <p>3. Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City. Contractor and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner</p>				
<p>The Terms and Conditions of this Purchase Order are available at <a href="http://www.sandiego.gov/purchasing/vendor">http://www.sandiego.gov/purchasing/vendor</a></p>					<p><b>SEE LAST PAGE FOR TOTAL</b></p>
<p align="center"><b>IMPORTANT!</b></p> <p>To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to <i>Billing</i> Contact person at <i>Bill-To</i> address listed above</p>					



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	<p>in the manner required in Labor Code section 1771.4.</p> <p>4. Apprentices. Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.</p> <p>5. Working Hours. Contractor and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.</p> <p>6. Required Provisions for Subcontracts. Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.</p> <p>7. Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."</p> <p>8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.</p> <p>9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1.(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."</p> <p>9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.</p>				
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	<p>9.2. A Contract entered into with any Contractor or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the awarding body, Contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.</p> <p>9.3. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.</p> <p>10. Stop Order. For Contractor or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Contractor or unregistered subcontractor(s) on ALL public works until the unregistered Contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.</p> <p>11. List of all Subcontractors. The City may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this contract at any time during performance of this contract, and Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Contractor until at least 30 days after this information is provided to the City.</p> <p>12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:</p> <p>12.1. Registration. Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).</p> <p>12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. Contractor will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).</p> <p>12.3. List of all Subcontractors. Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).</p> <p>B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each Contractor to fill out and file a living wage certification with the City Manager within thirty (30) days of Award of the Contract. LWO wage and health benefit rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, Contractor agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations</p>				
<p>The Terms and Conditions of this Purchase Order are available at <a href="http://www.sandiego.gov/purchasing/vendor">http://www.sandiego.gov/purchasing/vendor</a></p>					<p><b>SEE LAST PAGE FOR TOTAL</b></p>
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	<p>and rules.</p> <p>1.1. Exemption from Living Wage Ordinance. Pursuant to SDMC section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Contractor must complete the Living Wage Ordinance Application for Exemption.</p> <p>C. Highest Wage Rate Applies. Contractor is required to pay the highest applicable wage rate where more than one wage rate applies.</p>				
<p>The Terms and Conditions of this Purchase Order are available at <a href="http://www.sandiego.gov/purchasing/vendor">http://www.sandiego.gov/purchasing/vendor</a></p>				<p>Line Item Total \$ 181,007.30</p> <p>Tax \$ 0.00</p>	
<b>IMPORTANT!</b>				<b>PO Total \$ 181,007.30</b>	
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