

CITY OF SAN DIEGO
MEMORANDUM

DATE: 3/15/2013
TO: Al Rechany, Interim Director, Purch & Contracting
FROM: Downs Prior, Principal Contracting Specialist
SUBJECT: Emergency Repairs for Ruptured 16" Cast Iron Main

PO Number:

PO Total:

Dept. Est. Total: \$750,000.00

Vendor: Orion Contracting Corporation

Expiration Date: One-Time Purchase

Recommendation: **Approved**

On February 20, 2013, a 16" cast iron water main ruptured at 14th & F Str causing significant flooding, property damage, and major traffic concerns. The 102 year old pipe ruptured again on March 6, approximately 20-25 feet from the 2/6/13 break.

The City's Public Utilities Department has determined the pipe to be in immediate need of replacement to avoid any further public health and safety issues as further point repairs will lead to additional failures.

On March 12, 2013, the Public Works Department notified Mayor Filner of the emergency action/contract (which he approved), and also notified the Council of the emergency declaration. The Public Works Department utilized the On-Call Emergency Contractors List in accordance with policy, and rotation order, to select Orion Construction Corporation to perform the emergency construction services. Orion has already met with City staff and is familiar with criticality of the situation and conditions, and is ready to mobilize to begin the remediation work immediately.

The use of a standard competitive bidding process would not support the City's schedule to urgently resolve this critical public health and safety situation.

Refer to Sole Source # 2887 for this project.



THE CITY OF SAN DIEGO
MAYOR BOB FILNER

MEMORANDUM

DATE: March 12, 2013

TO: Honorable Council President Todd Gloria and Members of the City Council

FROM: Tony Heinrichs, Director, Public Works Department

SUBJECT: Ruptured 16" Water Main at 14th & F Streets - Sole Source Award for Contractor Agreement

Pursuant to San Diego Municipal Code Section 22.3212, "Contracts Not Required to be Competitively Bid", Section C, "a contract to remedy an emergency that affects public health or safety," I am hereby notifying you of the sole source selection and forthcoming contract award to Orion Construction Company, for construction of the project described below.

This memorandum is to inform the City Council of an Emergency Sole Source award for the repair of the ruptured 16" Water Main at 14th & F Streets in downtown San Diego.

On February 20, 2013 a 16-inch cast iron water main ruptured at the intersection of 14th and F Streets causing significant flooding, damage to property, and major traffic concerns. In the course of the initial repairs, City Staff determined that this pipe is 102 years old and is in need of immediate repair. On March 6, the water main ruptured again twenty feet from the last break and a sink hole developed because of the water main breaks. City crews have since shut down the main and placed a temporary patch over the sink hole. Public Utilities deemed this pipeline in need of emergency replacement as further point repairs will lead to additional failures.

City staff have met and reviewed several options to expedite the remediation work in an expeditious manner. We have elected to utilize the On-Call Emergency Contractor list that was approved on January 31, 2013. Through our On-Call Emergency Contractor's list, we have contacted Orion Contracting Corporation who has been pre-qualified to perform emergency construction services. In accordance with the rotation order and policy established, they were in the next position to be eligible to perform this emergency project. They have the capacity and the technical ability to perform the required repairs in an expeditious fashion.

On March 8, 2013 the public was notified via door hangers that water main was being shut down and that City staff are going to provide a permanent solution. The contractor will notify surrounding businesses and residents via door hangers again prior to construction. Further outreach efforts will be done to provide stakeholders with information regarding traffic

Page 2

Honorable Council President Todd Gloria and Members of the City Council
March 12, 2013

closures/delay, water service shut downs and any additional information through various media outlets, signage on SR-94 and usage of the Caltrans message boards.

The schedule required for a standard competitive bidding selection would not support the urgency and criticality of this situation. Orion Contracting Corporation met with Public Works and Public Utilities staff and is familiar with the conditions and requirements for this work and is ready to begin work immediately. Construction cost will be determined on a time and material basis, and a current not to exceed amount of \$750,000 has been agreed upon by both Public Works and Public Utilities.

This contract will be presented to the City Council at a future date for ratification via a 1472.

If there are any technical questions regarding this project, please contact Alex Sleiman, Assistant Civil Engineer, at ext. 33753. For contractual questions, please contact Paul Chopin, Principal Contract Specialist, at ext. 33622.



Tony Heinrichs
Director, Public Works Department
(619) 236-6274

DBP/wdp

cc: Scott Chadwick, Interim Chief Operating Officer
Nelson Hernandez, Assistant Chief Operating Officer
James Nagelvoort, Assistant Director, Public Works Department
Henry Foster, Interim Director, Equal Opportunity Contracting Program
Greg Bych, Interim Chief Financial Officer/Director, Risk Management
Roger Bailey, Director, Public Utilities Department
Stan Medina, Deputy Director, Water Operations
Dave Zoumaras, Deputy Director, Field Engineering
Darren Greenhalgh, Deputy Director, Project Implementation and Technical Services
Jim Shamloufard, Senior Civil Engineer, Engineering & Capital Projects
Mike Fakhoury, Associate Civil Engineer, Engineering & Capital Projects
Alex Sleiman, Assistant Civil Engineer, Engineering & Capital Projects
Pete DeLara, Deputy City Attorney, City Attorney's Office
Al Rechany, Interim Director, Purchasing & Contracting/Program Manager,
Public Works Contracting Group
Downs Prior, Principal Contract Specialist, Public Works Contracting Group
Paul Chopin, Principal Contract Specialist, Public Works Contracting Group



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: March 12, 2013

TO: Honorable Mayor Bob Filner

FROM: Tony Heinrichs, Director, Public Works Department

SUBJECT: F Street Emergency Water Main Replacement

The purpose of this memo is to request approval of an emergency contract that will provide immediate repair to the water distribution system located at "F" Street in downtown San Diego.

On February 20, 2013 a 16-inch cast iron water main ruptured at the intersection of 14th and F Streets causing significant flooding, damage to property and major traffic concerns. In the course of the initial repairs City Staff determined that this pipe is 102 years old and is in need of repair. On March 6, the water main ruptured again twenty feet from the last break and a sink hole developed because of the water main breaks. City crews have since shut down the main and placed a temporary patch over the sink hole. Public Utilities deemed this pipeline in need of emergency replacement as further point repairs will lead to additional failures. The attached Emergency Justification Memo elaborates in detail the situation.

City staff have met and reviewed several options to expedite the remediation work in an expeditious manner. We have elected to utilize the City's On-Call Emergency Contractor list. Through this list, we have contacted Orion Contracting Corporation who has been pre-qualified to perform emergency construction services. In accordance with the rotation order and policy established, they were in the next position to be eligible to perform this emergency project. They have the capacity and the technical ability to perform the required repairs in an expeditious fashion. We are requesting your authorization for a sole source emergency contract to Orion Contracting Corporation, a general contractor, for construction of the project. A separate memo will be sent to City Council notifying them of this emergency project.

On March 8, 2013 the public was notified via door hangers that water main was being shut down and that City staff are going to provide a permanent solution. The contractor will notify surrounding businesses and residents via door hangers again prior to construction. Further outreach efforts will be done to provide stakeholders with information regarding traffic closures/delay, water service shut downs and any additional information through various media outlets, signage on SR-94 and usage of the Caltrans message boards.

The schedule required for a standard competitive bidding selection would not support the urgency and criticality of this situation. Orion Contracting Corporation met with Public Works and Public Utilities staff and is familiar with the conditions and requirements for this work and is ready to begin work immediately. Construction cost will be determined on a time and material basis, a current not to exceed amount of \$750,000 has been agreed upon by both Public Works and Public Utilities.



Tony Heinrichs, PE
Director, Public Works Department

TH/as

Attachments: (1) Memo from, Roger Bailey, Public Utilities Director, March 6, 2013

cc: Scott Chadwick, Interim Chief Operating Officer
Nelson Hernandez, Assistant Chief Operating Officer
Roger Bailey, Director, Public Utilities Department
James Nagelvoort, City Engineer, Public Works Department
Ann Sasaki, Assistant Director, Public Utilities Department
Stan Griffith, Assistant Director, Public Utilities Department
Darren Greenhalgh, Deputy Director, Public Works Department
Dave Zoumaras, Deputy Director, Public Works Department
Stan Medina, Deputy Director, Water Operations
Al Rechany, Program Manager, Public Works Contracting
Jim Shamloufard, Senior Civil Engineer, Public Works Department

Mayoral Approval



Date

3/13/13



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: March 6, 2013
TO: Tony Heinrichs, Director, Public Works Department
FROM: Roger Bailey, Director of Public Utilities
SUBJECT: Ruptured 16" Cast Iron Main

The purpose of this memo is to alert you to an emergency condition in the water distribution system located at "F" Street in downtown San Diego.

On Wednesday, February 20, 2013, a 16" cast iron main at 10th & F Streets ruptured causing significant flooding, damage to property and the street, and major traffic problems. Highway 94 turns into F Street as it enters downtown and it is one of the main arteries connecting the east county to downtown.

In the course of the repair on February 20, it was discovered that the segment of cast iron pipe in question is one hundred and two years old, stretches approximately 1,300 feet, and is in immediate need of replacement. At 11:30 a.m. today, a mere two weeks from the last rupture, the 16" cast iron main broke again, twenty feet from the last break. City crews are on site and have shut down the main. SDPD is advising that a sink hole has formed at 13th & F Streets.

It is critical that this segment of main is replaced on an emergency basis, as a point repair will only result in more breaks occurring as the weak point is transferred along this 102 year old water line. To not replace this line immediately will without a doubt result in additional breaks, significant water loss, flooding damage to property, major damage to the street and other infrastructure, and significant disruption to the freeway traffic coming into downtown.

Pursuant to San Diego Municipal Code Section 22.3212, "Contracts Not Required to Be Competitively Bid," Section C, it is requested that you formally notify the Council of the existing emergency, and initiate sole source emergency contract actions to make the necessary repairs/replacement.

A handwritten signature in cursive script, appearing to read "Roger S. Bailey".

Roger S. Bailey

Page 2

Tony Heinrichs, Director, Public Works Department

March 6, 2013

Attachments: Pictures of Damage

cc: Scott Chadwick, Interim Chief Operating Officer
Ann Sasaki, Assistant Director, Public Utilities Department
Stan Griffith, Assistant Director, Public Utilities Department
James Nagelvoort, Assistant Director, Public Works Department
Dave Zoumaras, Deputy Director, Field Engineering
Mark Nassar, Acting Deputy Director, Project Implementation & Technical Services
Fritz Ortlieb, Deputy City Attorney, City Attorney's Office
Al Rechany, Interim Director, Purchasing & Contracting Department
Downs Prior, Principal Contract Specialist, Public Works Contracting Department
Henry Foster, Interim Director, Equal Opportunity Contracting
Jim Shamloufard, Senior Civil Engineer, Engineering and Capital Projects Department
Isam Hireish, Senior Civil Engineer, Public Utilities Department
Mike Fakhoury, Associate Engineer, Engineering and Capital Projects Department
Alex Sleiman, Assistant Engineer, Engineering and Capital Projects Department







**CITY OF SAN DIEGO
M E M O R A N D U M**

Date: March 13, 2012

To: Kelly Broughton, Development Services Department Director

From: Tony Heinrichs, Public Works Department Director

Subject: F Street Water Main Breaks - Notification of Emergency

Public Works Department (PW) has been notified by the Public Utilities Department that an emergency situation exists and requests an environmental determination in order to proceed with the emergency repair/replacement of the 102 year old Water Main beneath F Street from Park Boulevard to 17th Street in the Centre City (East Village) Community. There have been two ruptures of the 102 year old cast iron pipe within two weeks of each other; indicating that further point repairs to the pipe will only result in additional breaks and that the line in this area needs to be replaced immediately. A copy of the memo prepared by the Public Utilities Department is attached, which also includes photographs of the ruptured pipe and sinkholes caused by the ruptures.

PW is in the process of executing a contract with Orion Construction Corporation, one of our On Call Emergency contractors, to complete the needed repair/replacement. The repair/replacement work will be conducted in such a way as to minimize traffic disruption, as F Street is a major thoroughfare into downtown from Highway 94. The method used to replace the pipe will be "replace in place," and all work will occur in the improved street right-of-way and within previously disturbed soils within the existing pipe alignment. Environmental Analysis staff in your Department has already been contacted and has recommended Archaeological monitoring and Native American consultation. There are no biological resources in the vicinity.

It is anticipated that construction will begin in approximately one week, once the construction contract has been approved and signed.

If you need any additional information, or have any questions regarding the project, please contact Michael Fakhoury, Project Manager, at (619) 533-3894 or Kerry Santoro at (619) 533-5406.



Tony Heinrichs, PE
Public Works Director

TH:ks

Page 2

To: Kelly Broughton, Development Services Director

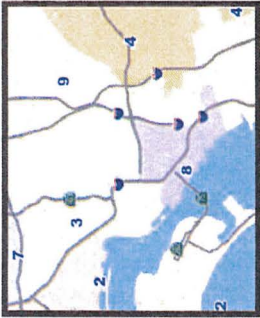
Date: March 13, 2013

Attachments: 1) Memo from Public Utilities Department dated March 6, 2013

2) Location Map

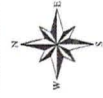
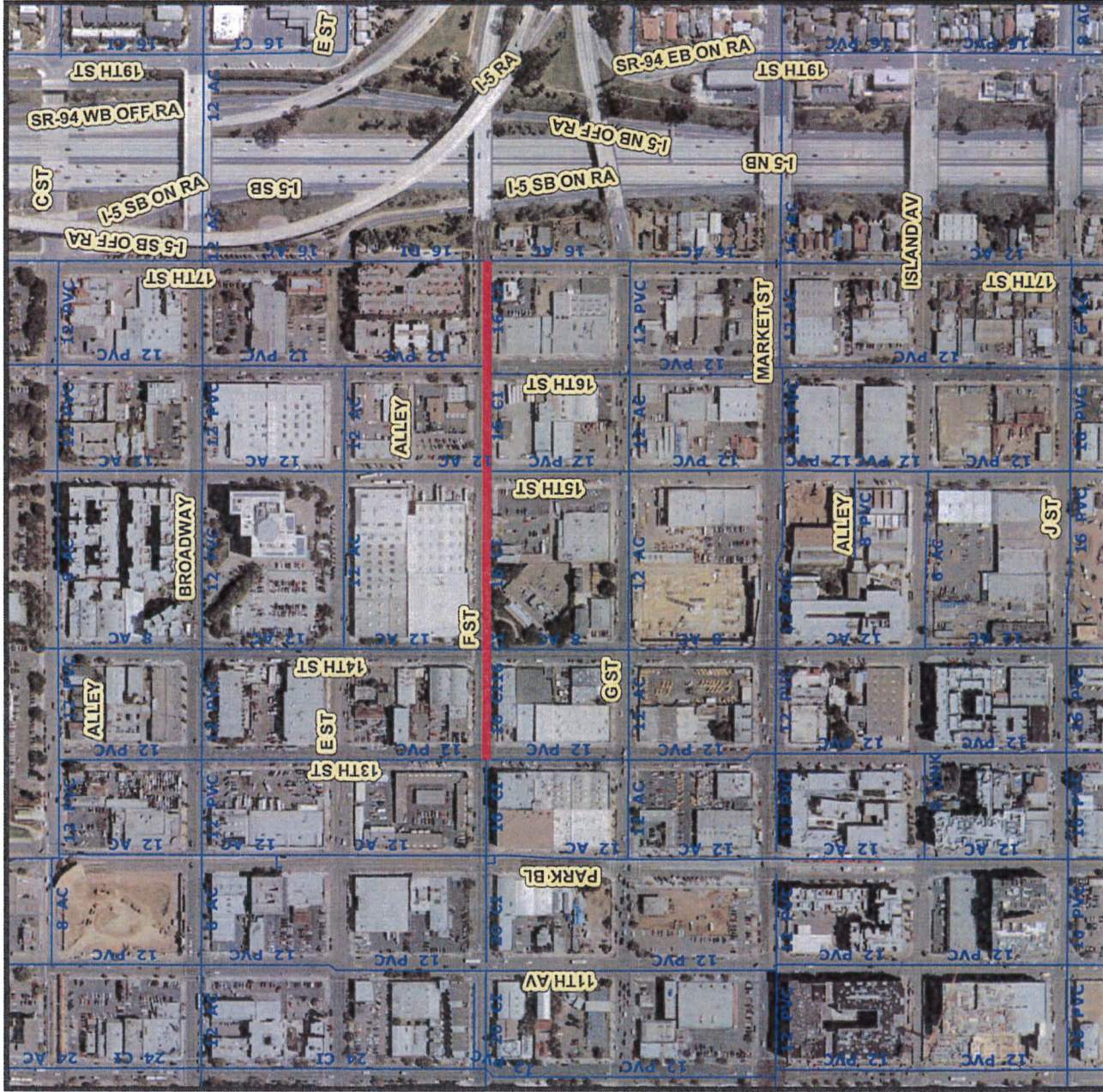
cc: James Nagelvoort, City Engineer and Assistant Director, Public Works Department
Darren Greenhalgh, Project Implementation Deputy Director, Public Works Department
Cathy Winterrowd, Assistant Deputy Director, Development Services Department
Myra Herrmann, Senior Planner, Development Services Department
Angela Nazareno, Development Project Manager, Development Services Department
Michael Fakhoury, Associate Civil Engineer, Public Works Department
Alex Sleiman, Assistant Civil Engineer, Public Works Department
Kerry Santoro, Environmental and Permit Support Section Manager, Public Works Department

LOCATION MAP



11th St btwn 13th & 17th

Project Implementation & Technical Services (PITS)
CIP Preliminary Engineering & Program Coordination



Legend

1340 FT CI

No Scale

Community Name: Greater Golden Hill/ Barrio Logan
Southeastern San Diego, Southeastern

Council District: 8

SAP ID# 11047



Date: 12-10-2010

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

City of San Diego

CONTRACTOR'S NAME: Orion Construction Corporation
ADDRESS: 2185 La Mirada Drive, Vista, CA 92081
TELEPHONE NO.: (760) 597-9660 **FAX NO.:** (760) 597-9661
CITY CONTACT: Claudia Abarca Contract Specialist, Email: cabarca@sandiego.gov
Phone No. (619) 533-3439, Fax No. (619) 533-3633
A Sleiman/BD/LJI

**CONTRACT
DOCUMENTS**

COPY



FOR

F STREET EMERGENCY WATER MAIN REPLACEMENT

VOLUME 1

| | |
|----------------------|------------------------|
| BID NO.: | <u>K-13-5982-EMR-3</u> |
| SAP NO. (WBS/IO/CC): | <u>B-13196</u> |
| CLIENT DEPARTMENT: | <u>2013</u> |
| COUNCIL DISTRICT: | <u>3</u> |
| PROJECT TYPE: | <u>KA</u> |

ENGINEER OF WORK

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



For City Engineer

Y900

3-14-13
Date

Seal:

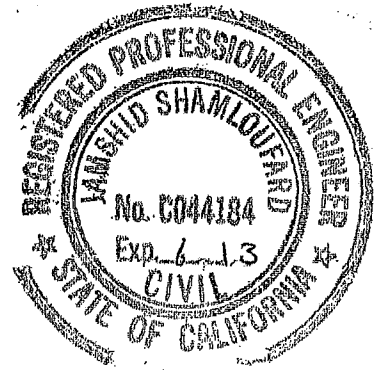


TABLE OF CONTENTS

| DESCRIPTION | PAGE NUMBER |
|--|--------------------|
| 1. NOTICE INVITING BIDS | 4-10 |
| 2. AGREEMENT FOR EMERGENCY CONSTRUCTION SERVICES | 11-13 |
| 3. CONTRACT FORMS AGREEMENT | 14-16 |
| 4. EXHIBITS | 17 |
| • Exhibit A – Drug-Free Workplace Certification | 18-19 |
| • Exhibit B – ADA Compliance Certification | 20-21 |
| • Exhibit C – Contractor Standards - Pledge of Compliance | 22-23 |
| • Exhibit D – Affidavit of Disposal | 24-25 |
| • Exhibit E – Non Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 | 26-27 |
| • Exhibit F – Contractors Certification Of Pending Actions..... | 28-29 |
| • Exhibit G – Equal Benefits Ordinance Certification of Compliance | 30-31 |
| • Exhibit H – Forms | 32-34 |
| • Exhibit I – Supplementary Special Provisions (SSP) | 35-41 |
| • Exhibit J – Contractor’s Compensation Rate Schedule..... | 42-43 |

CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. DESCRIPTION OF WORK:

- 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this emergency project at the direction of the City Engineer.
- 1.2. The Work consists of replacement and reconstruction of the 16-inch diameter cast iron water main along F Street between Park Blvd and 17th Street with 16-inch C905 CL 235 PVC pipe. Construction will include the replacement of approximately 1575-feet of the existing water main and appurtenances, potholing, traffic control, obtaining necessary flaggers and permit fees.
- 1.3. This solicitation is for a "Time-and-Materials" contract in accordance with the provisions set forth in 3-2.4, "Agreed Prices" of The GREENBOOK.
- 1.4. A time-and-materials contract provides for acquiring labor, material, equipment and services that shall be paid for in accordance with 3-3, "EXTRA WORK" of The GREENBOOK and as modified by The WHITEBOOK.

2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

3. **CONTRACT TIME:** The Work shall be completed within **29 Working Days** from the date of issuance of the NTP unless extended by the Engineer.

4. **CONTRACT PRICE:** The Engineer's Estimate of the Contract Price is **\$750,000**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the Engineer that sufficient additional funding has been secured.

5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time of award. The City has determined the following licensing classification(s) for this contract: **Class A**.

6. **JOINT VENTURE CONTRACTORS.** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
7. **WAGE RATES:** Prevailing wages are not applicable to this project.
8. **PRE-BID SITE VISIT:** The Contractor is encouraged to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Contractors with the Site conditions.
9. **EQUAL OPPORTUNITY**

9.1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entirety and SUBSTITUTE with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.

4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

1. The Contractor, Subcontractors and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.

3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.

14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

10. REFERENCE STANDARDS: Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

| Title | Edition | Document Number |
|---|---------|-----------------|
| Standard Specifications for Public Works Construction ("The GREENBOOK") | 2012 | PITS070112-01 |
| City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* | 2012 | PITS070112-02 |
| City of San Diego Standard Drawings* | 2012 | PITS070112-03 |
| Caltrans Standard Specifications | 2010 | PITS070112-04 |
| Caltrans Standard Plans | 2010 | PITS070112-05 |
| California MUTCD | 2012 | PITS070112-06 |
| City Standard Drawings - Updates Approved For Use (when specified)* | Varies | Varies |
| Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84 | 1984 | 769023 |
| NOTE: Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml | | |

11. PREQUALIFICATION OF CONTRACTORS: The contractor must be pre-qualified for the City estimated Contract Price prior to Award. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

12. INSURANCE REQUIREMENTS:

- 12.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.

- 12.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
13. **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.
14. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted Proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposals shall be the sole responsibility of the Contractor.
15. **SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."
16. **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 §22.3007.
- This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
17. **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.
18. **PLANS AND SPECIFICATIONS:** 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 City's Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda.
- Oral and other interpretations or clarifications will be without legal effect. The Director (or designee), Public Works 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, EOCP information, bidding activities, bonds and insurance, etc. as related to this contract shall be addressed to Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.
19. **SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
20. **PROPOSAL FORMS:** The signature of each person signing shall be in longhand.

21. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 21.1. This contract may be awarded to a contractor selected from the City's as-needed emergency contractors list.
- 21.2. This contract may be awarded to a contractor without competitive bidding if an emergency exists requiring the immediate mobilization of a contractor to protect people or property.
- 21.3. The City of San Diego reserves the right to reject any or all bids received when such rejection is in the best interests of the City.

22. THE CONTRACT: The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE within **3 Working Days** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Bid.

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 Contractor fails to enter into the contract as herein provided, the award may be annulled. An award may be made to the next contractor on the shortlist who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

The Contractor 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.

23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Contractor shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms. The signing of the Contract shall be conclusive evidence that the Contractor 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 Contract Documents.

24. CITY STANDARD PROVISIONS. This contract is subject to the following standard provisions. See The WHITEBOOK for details.

- 24.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3. The City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance.
- 24.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249).

- 24.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 24.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

Tony Heinrichs, Director
Public Works Department

**AGREEMENT
FOR
EMERGENCY CONSTRUCTION SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
ORION CONSTRUCTION CORPORATION**

This emergency construction services agreement (Agreement) is made and entered into by and between The City of San Diego (City), California a municipal corporation, and **ORION CONSTRUCTION CORPORATION**. (Contractor), for the purpose of designing (when required) and constructing emergency projects at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

RECITALS

- A. The City desires to construct the emergency project identified in the Notice Inviting Bids.
- B. The City desires to contract with a single entity for Emergency Construction Services, as set forth in this agreement.
- C. The City has issued a Request for Qualifications (RFQ) for on-call emergency contractors, List 5 – Wet Utilities to perform these services.
- D. In accordance with City's RFQ, RFQ number **5753**, the Contractor submitted a Statement for Qualifications (SOQ) for the Project pursuant to which the City established a pre-qualified list from the most highly qualified contractors to perform emergency Construction Services as directed by the City in accordance with the methods described in the RFQ.
- E. In accordance with the City's RFQ, the Contractor submitted an SOQ and is prepared to enter into this agreement.
- F. The City has selected the Contractor from the City's list of on-call contractors 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.
- G. The Contractor is ready, willing, and able to perform the emergency construction services required as specified in the Scope of Required Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

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. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- C. This agreement incorporates the Standard Specifications for Public Works Construction (The GREENBOOK), including those amendments set forth in the City of San Diego Supplements included in The WHITEBOOK. All changes, additions, or both are stated herein and all other provisions remain unchanged.
- D. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK.
- E. The Contractor, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Agreement can be executed.
- F. 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 City Municipal Code §22.3224.
- G. The Contractor shall ensure that the 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. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3224. A sample provision is as follows:
- “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.”
- H. Pledge of Compliance may be downloaded at:
- http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf
- I. The City received initial approval as a Labor Compliance Program on August 11, 2003. 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, 1010 Second Ave., Suite 1400 MS614C, San Diego, CA 92101, Tel. 619-533-3633.
- J. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- K. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the specified Working Days in the Notice Inviting Bids from the NTP unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as listed in the Notice Inviting Bids.
- L. The City shall pay the Contractor for performance of the Work on a time and materials basis not to exceed **\$750,000** without a written amendment to this Agreement.

M. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.

N. Prior to NTP or as required by the City, the Contractor shall:

- a) file surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the Notice Inviting Bids and
- b) obtain the required insurance in accordance with 7-3, "LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

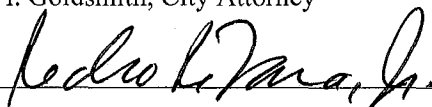
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the emergency contract provisions of City Charter §94 authorizing such execution, and by the Contractor.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By 

By 

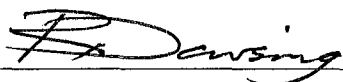
Print Name: Paul D. Chopin
Principal Contract Specialist

Print Name: Pedro De Lara, Jr.
Deputy City Attorney

Date: 4/3/13

Date: 4/4/13

CONTRACTOR

By 

Print Name: Richard Dowsing

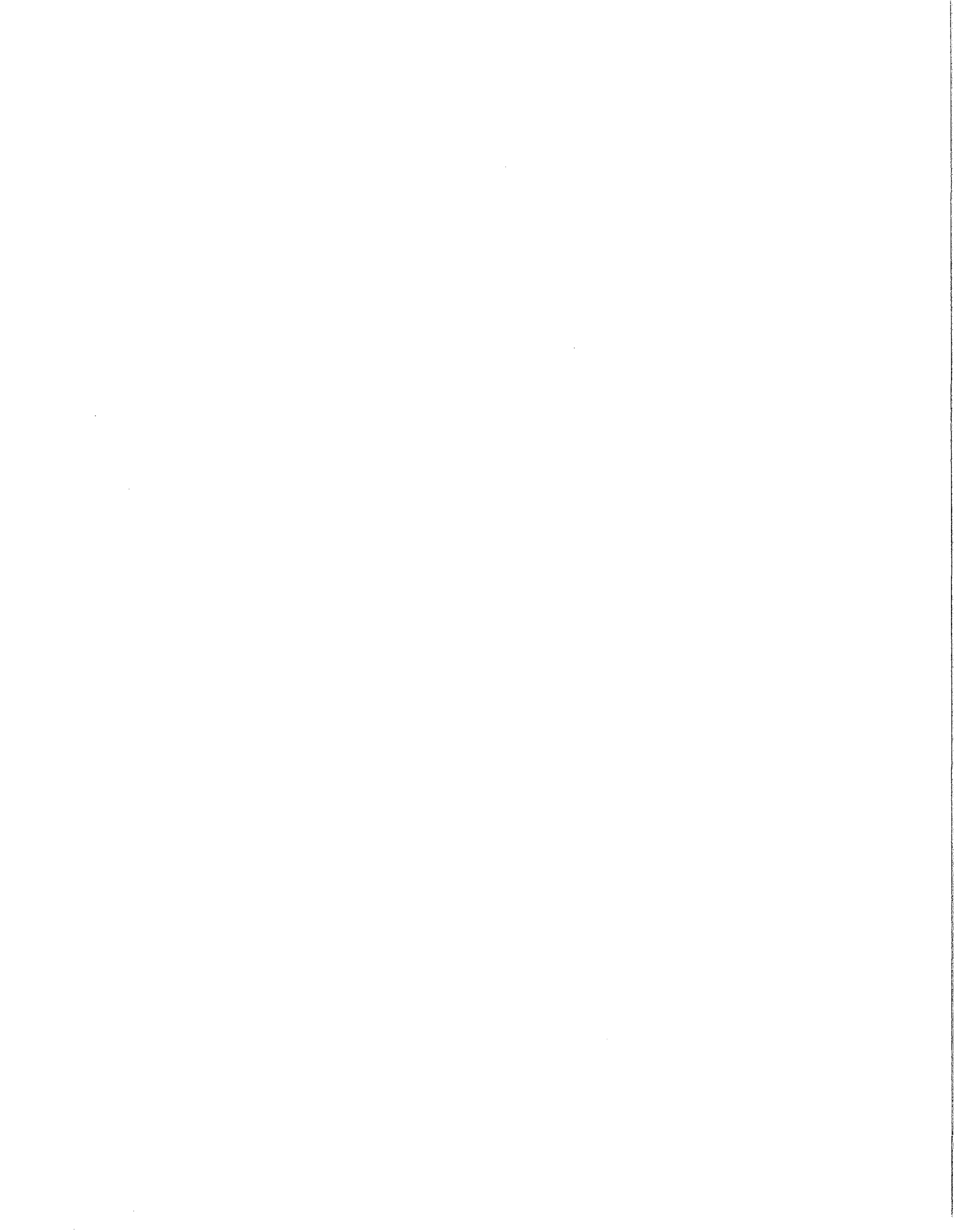
Title: President

Date: March 15, 2013

City of San Diego License No.: B1992002970

State Contractor's License No.: 549309

CONTRACT FORMS
AGREEMENT



Issued in Triplicate.

AGREEMENT (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Orion Construction Corporation, a corporation, as principal, and
Western Surety Company, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of
Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) for the faithful performance of the
annexed contract, and in the sum of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) for the
benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract F Street Emergency Water Main Replacement, **K-13-5982-SLS-3**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of 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.



AGREEMENT (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated March 11th, 2013

Approved as to Form and Legality

Orion Construction Corporation
Principal

By 

Richard Dowsing, President
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

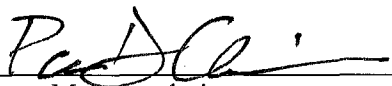
By 
Deputy City Attorney

Western Surety Company
Surety

By 
Jennifer L. Clampert, Attorney-in-fact

Approved:

1455 Frazee Road, Suite 801
Local Address of Surety

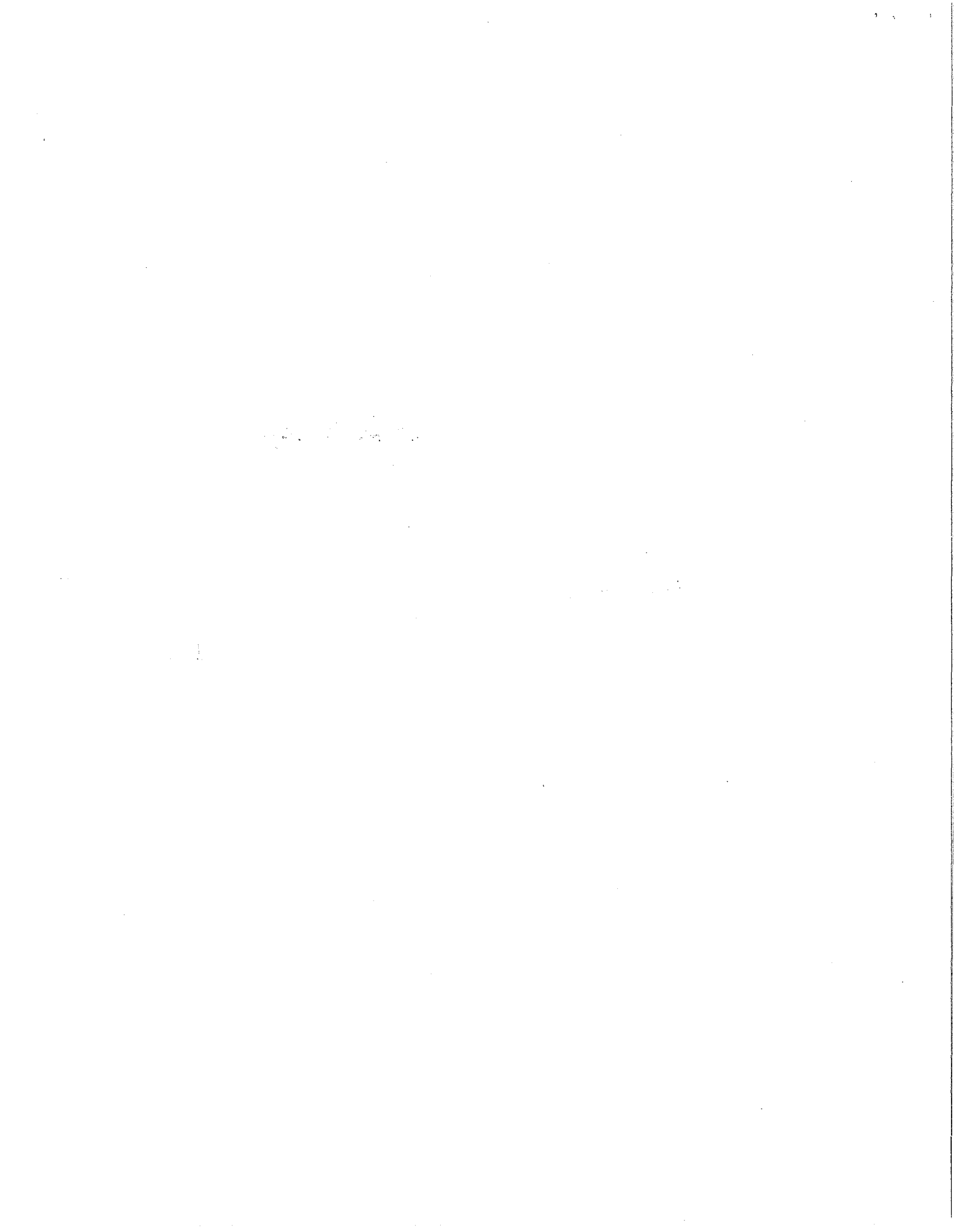
By 
Mayor or designee

San Diego, CA 92108
Local Address (City, State) of Surety

(619) 682-3507
Local Telephone No. of Surety

Premium \$ 8,000.00

Bond No. 58701870



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

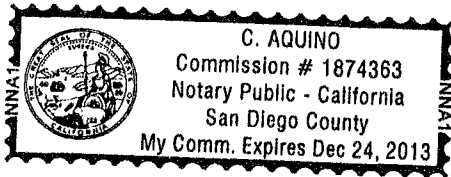
STATE OF CALIFORNIA

County of San Diego

On MAR 11 2013 before me, C. Aquino, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Jennifer L. Clampert
Name(s) of Signer(s)

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



Place Notary Seal Above

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

Witness my hand and official seal.

Signature C. Aquino
Signature of Notary Public C. Aquino

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

000000

1. The first part of the document is a list of names and addresses. The names are listed in the first column, and the addresses are listed in the second column. The names are:

| | |
|------------------|-------------------|
| Mr. J. H. Smith | 123 Main St. |
| Mr. W. B. Jones | 456 Elm St. |
| Mr. C. D. Brown | 789 Oak St. |
| Mr. E. F. Green | 1010 Pine St. |
| Mr. G. H. White | 1111 Maple St. |
| Mr. I. J. Black | 1212 Birch St. |
| Mr. K. L. Gray | 1313 Cedar St. |
| Mr. M. N. Blue | 1414 Spruce St. |
| Mr. O. P. Red | 1515 Willow St. |
| Mr. Q. R. Purple | 1616 Ash St. |
| Mr. S. T. Yellow | 1717 Hickory St. |
| Mr. U. V. Orange | 1818 Sycamore St. |
| Mr. W. X. Silver | 1919 Chestnut St. |
| Mr. Y. Z. Gold | 2020 Walnut St. |

2. The second part of the document is a list of names and addresses. The names are listed in the first column, and the addresses are listed in the second column. The names are:

| | |
|------------------|-------------------|
| Mr. A. B. Black | 2121 Elm St. |
| Mr. C. D. Blue | 2222 Oak St. |
| Mr. E. F. Green | 2323 Pine St. |
| Mr. G. H. White | 2424 Maple St. |
| Mr. I. J. Black | 2525 Birch St. |
| Mr. K. L. Gray | 2626 Cedar St. |
| Mr. M. N. Blue | 2727 Spruce St. |
| Mr. O. P. Red | 2828 Willow St. |
| Mr. Q. R. Purple | 2929 Ash St. |
| Mr. S. T. Yellow | 3030 Hickory St. |
| Mr. U. V. Orange | 3131 Sycamore St. |
| Mr. W. X. Silver | 3232 Chestnut St. |
| Mr. Y. Z. Gold | 3333 Walnut St. |

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence F Mc Mahon, James Baldassare Jr, Sarah Myers, Maria Guise, Lilia Robinson, Charlotte Aquino, Jennifer L Clampert, Janice Martin, Individually

of San Diego, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of January, 2013.



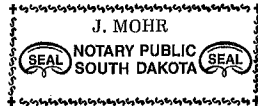
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of January, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this MAR 11 2013 day of _____, _____.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

EXHIBITS

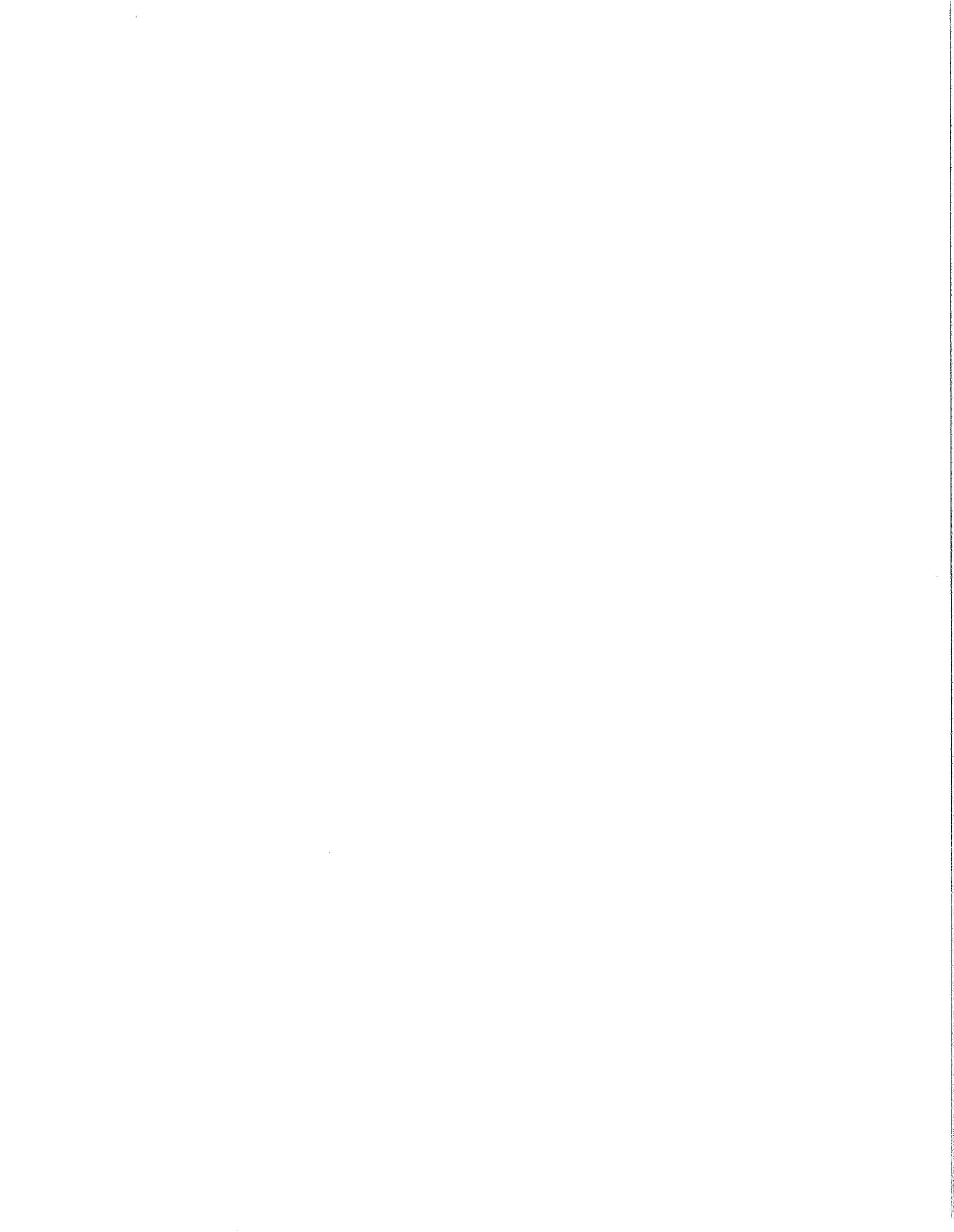


EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

EXHIBIT A

DRUG-FREE WORKPLACE

PROJECT TITLE: F Street Emergency Water Main Replacement

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

Orion Construction Corporation
(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 Richard Dowsing

Title President

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: F Street Emergency Water Main Replacement

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

Orion Construction Corporation
(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 Richard Dowsing

Title President

EXHIBIT C

CONTRACTOR STANDARDS – PLEGE OF COMPLIANCE

EXHIBIT C


CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: F Street Emergency Water Main Replacement

I declare under penalty of perjury that I am authorized to make this certification on behalf of Orion Construction Corporation, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, "Contractor Standards", of the project specifications, and that Contractor has complied with those requirements.

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

Dated this 15 Day of March, 2013.

Signed 

Printed Name Richard Dowsing

Title President

EXHIBIT D

AFFIDAVIT OF DISPOSAL

EXHIBIT D

AFFIDAVIT OF DISPOSAL

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

F Street Emergency Water Main Replacement

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-13-5982-EMR-3**; SAP No. (WBS/IO/CC) **B-13196**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

NOW, THEREFORE, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

and that they have been disposed of according to all applicable laws and regulations.

Dated this _____ DAY OF _____, _____.

by _____ Contractor

ATTEST:

State of _____
County of _____

On this _____ DAY OF _____, 2____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____ 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

EXHIBIT E

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

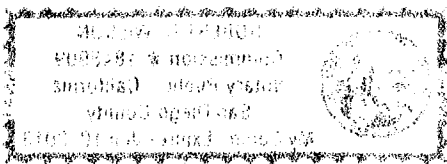


EXHIBIT E

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

State of California)
County of SAN DIEGO) ss.

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

Signed: R. Dowsinch

Title: PRESIDENT

Subscribed and sworn to before me this 15th day of MARCH, 2013

Robert B. Wilson
Notary Public

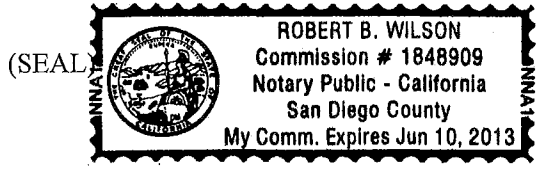


EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

| DATE OF CLAIM | LOCATION | DESCRIPTION OF CLAIM | LITIGATION (Y/N) | STATUS | RESOLUTION/REMEDIAL ACTION TAKEN |
|---------------|----------|----------------------|------------------|--------|----------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Contractor Name: ORION CONSTRUCTION CORPORATION

Certified By Richard Dowsing Title President
Name

 Date March 15, 2013
Signature

EXHIBIT G

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

EXHIBIT G

**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: Orion Construction Corporation | |
| Company Address: 2185 La Mirada Drive, Vista, CA 92081 | Contact Phone: (760) 597-9660 |
| | Contact Email: richard@orionconstruction.com |

| CONTRACT INFORMATION | |
|---|-------------|
| Contract Title: F Street Emergency Water Main Replacement | Start Date: |
| Contract Number (if no number, state location): K-13-5982-EMR-3 | 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 comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.

| CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION | |
|---|-----------|
| Please indicate your firm's compliance status with the EBO. The City may request supporting documentation. | |
| <input checked="" type="checkbox"/> I affirm compliance with the EBO because my firm (<i>contractor must select one reason</i>): <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Provides equal benefits to spouses and domestic partners. <input type="checkbox"/> Provides no benefits to spouses or domestic partners. <input type="checkbox"/> Has no employees. <input type="checkbox"/> Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired. | |
| <input type="checkbox"/> 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. | |
| Richard Dowsing, President | |
| Name/Title of Signatory | Signature |

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

rev 02/15/201

EXHIBIT H

FORMS

LIST OF SUBCONTRACTORS

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 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. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^① | WHERE CERTIFIED ^② | CHECK IF JOINT VENTURE PARTNERSHIP |
|--|-------------------------|--------------|-----------------------------|--|------------------------------|------------------------------------|
| Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | | |
| Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | | |
| Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | | |

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

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

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

| NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER | MATERIALS OR SUPPLIES | DOLLAR VALUE OF MATERIAL OR SUPPLIES | SUPPLIER (Yes/No) | MANUFACTURER (Yes/No) | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB[Ⓞ] | WHERE CERTIFIED[Ⓞ] |
|--|------------------------------|---|--------------------------|------------------------------|--|------------------------------------|
| Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | | |
| Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | | |
| Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ | | | | | | |

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

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

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

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

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

EXHIBIT I

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
- 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

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

The Normal Working Hours are 8:30 AM to 5:30 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-3.2 Self Performance. DELETE in its entirety and SUBSTITUTE with the following:

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

ADD: 2-5.5

As-built.

1. You are responsible for the completion of As-built drawings.
2. The As-built drawings must include the information required for various asset types listed in 2-5.4.2, “Asset Specific Red-lines.”
3. Prior to Acceptance, prepare and submit one complete set of full sized (24” x 36”) original Mylar final As-built Drawings (CADD plots) prepared in accordance with the City’s CADD standards. Each CADD Mylar drawing sheet must be wet stamped and signed by qualified responsible engineers registered in the State of California, and must be stamped and wet signed by the architect or engineer of record, as required by law. Other applicable portions of the drawing title blocks must also be signed by you.
4. Drawing Mylar must be 3 mils minimum thickness.
5. The payment for As-built drawings is included in the various Bid items.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 **LIABILITY INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

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

7-3.1 **Policies and Procedures.**

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 **Types of Insurance.**

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

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

3. There must be no endorsement or modification limiting the scope of coverage for either “insured vs. insured” claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

| <u>General Annual Aggregate Limit</u> | <u>Limits of Liability</u> |
|---|----------------------------|
| Other than Products/Completed Operations | \$2,000,000 |
| Products/Completed Operations Aggregate Limit | \$2,000,000 |
| Personal Injury Limit | \$1,000,000 |
| Each Occurrence | \$1,000,000 |

7-3.2.2 Commercial Automobile Liability Insurance.

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

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least “A-, VI” by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

7-3.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers must be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit.

The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.6 Deductibles and Self-Insured Retentions. You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

7-3.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.

7-3.8 Notice of Changes to Insurance. You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

7-3.9 Excess Insurance. Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), etc. by the Contractor) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require its Subcontractor keep in full force and effect, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate.

2. You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.

3. If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

7-4 WORKERS' COMPENSATION INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.

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

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

Workers' Compensation

Statutory Employers Liability

Bodily Injury by Accident
Bodily Injury by Disease
Bodily Injury by Disease

\$1,000,000 each accident
\$1,000,000 each employee
\$1,000,000 policy limit

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1.1 Waiver of Subrogation.

The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-8.6 Water Pollution Control. ADD the following:

1. Based on a preliminary assessment by the City, the Contract is subject to WPCP.

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

Engineered "D" size TCP are required for the following areas:

1. F Street.

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplements, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

EXHIBIT J

CONTRACTOR'S COMPENSATION RATE SCHEDULE

EXHIBIT J

CONTRACTOR'S COMPENSATION RATE SCHEDULE

The following Compensation Rate Schedule shall constitute the maximum rates (e.g., labor, direct costs, etc.) for Extra Work, if any, provided by the Contractor during the term of this agreement.

These rates are being specified as the Contractor's standard established rates for calculating labor costs without allowance for overhead and profits. For markup provisions and allowable charges refer to 3-2.4, "Agreed Prices."

| Contractor – Orion Construction Corporation | | | |
|--|--------------------------------|-------------------------------|----------------------------------|
| Title/Classification | Standard Rate (\$)/hour | Overtime Rate(\$)/hour | Doubletime Rate (\$)/hour |
| Superintendent | 120 | 150 | 180 |
| Foreman | 76 | 103 | 122 |
| Operator Group 8 | 76 | 103 | 122 |
| Grade Checker | 64 | 99 | 117 |
| Truck Driver | 52 | 74 | 86 |
| Laborer/ Pipelayer | 52 | 76 | 90 |
| Carpenter | 64 | 88 | 106 |
| Mechanic | 76 | 103 | 122 |
| Project Manager | 120 | 150 | 180 |
| Project Staff Engineer | 105 | 130 | 155 |
| Project Director | 200 | N/A | N/A |
| QA/QC | 190 | N/A | N/A |
| PM/Design | 185 | N/A | N/A |
| Sr. CADD | 120 | N/A | N/A |
| CADD Tech | 95 | N/A | N/A |
| Admin | 65 | N/A | N/A |