



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: July 9, 2024

TO: Honorable Council President Elo-Rivera and Members of the City Council

FROM: Rania Amen, Acting Deputy Chief Operating Officer

SUBJECT: Sole Source Agreement for Villa La Jolla Drainage System Emergency

Pursuant to San Diego Municipal Code (SDMC) §22.3108 (a) (1), "Exceptions to Advertisement and Competitive Award of Public Works Contracts," I am hereby notifying you of the sole source selection and forthcoming emergency contract for construction and infrastructure repair of the subject project.

In response to urgent infrastructure needs, two emergency projects were launched in November 2020 and March 2023 to address drainage system issues in the community of La Jolla within Council District 1. The recent assessment conducted following Hurricane Hillary's impact in August 2023 revealed critical deficiencies across the storm drain network, including the emergence of a sinkhole on Villa La Jolla Drive.

The assessment identified multiple areas in dire need of immediate repair, particularly focusing on the corrugated metal pipe storm drain and the sinkhole. These repairs are imperative to prevent further infrastructure degradation and mitigate risks to the community's residents.

To ensure the safety and well-being of La Jolla residents and to safeguard the community's infrastructure, urgent action is required. The approved sole-source contract will enable swift and efficient execution of the necessary repairs, minimizing further disruption and potential hazards.

Given the complexity and urgency of the repair task, it has been determined that City staff's capabilities are insufficient to handle the project effectively. Therefore, this project has been officially designated as an emergency, warranting the approval of a sole-source contract.

The selected contractor **Orion Construction Corporation**, and the estimated cost of the project is **\$14,000,000** plus City costs and contingency for unforeseen conditions. The final award amount will be presented to Council upon ratification request of the emergency contract. Capital Improvement Project (CIP) change orders valued at \$500,000 or more or Operations & Maintenance (O&M) change orders valued at \$200,000 or more for construction will be presented to Council for approval, per SDMC §22.3018.

Included with this memorandum is the Declaration of Emergency from the City Engineer, certifying that the subject project meets the criteria of an emergency as defined in SDMC §22.3108 (Enclosure 1).

The Director of Purchasing & Contracting has reviewed the Declaration of Emergency, supporting documentation, and the Request for Sole Source Certification (Enclosure 2) and certifies the request to sole source is in accordance with SDMC §22.3016(a).

If there are technical questions regarding this project, please contact Luis Schaar, Acting City Engineer at (858) 627-3220 or lschaar@san Diego.gov. For contractual questions, please contact Claudia C. Abarca, Director, at (619) 236-5921 or CAbarca@san Diego.gov.

Rania Amen
Acting Deputy Chief Operating Officer

Enclosures: 1. Memorandum from Rania Amen to Claudia C. Abarca, dated
April 17, 2024
2. Sole Source Certification Approval

cc: Honorable Mayor Todd Gloria
Honorable City Attorney Mara Elliott
Paola Avila, Chief of Staff, Office of the Mayor
Eric K. Dargan, Chief Operating Officer
Charles Modica, Independent Budget Analyst
Matthew Vespi, Chief Financial Officer
Rania Amen, Acting Deputy Chief Operating Officer
Kris McFadden, Deputy Chief Operating Officer
Kristina Peralta, Deputy Chief Operating Officer
Casey Smith, Deputy Chief Operating Officer
Christiana Gauger, Chief Compliance Officer
Randy Wilde, Senior Policy Advisor, Office of the Mayor
Claudia C. Abarca, Director, Purchasing & Contracting
Rolando Charvel, Director & City Comptroller, Department of Finance
Angela Colton, Director, Risk Management Department
Luis Schaar, Acting Director and City Engineer, Engineering & Capital Projects
Todd Snyder, Director, Stormwater Department
Myrna Dayton, Assistant Director, Engineering & Capital Projects
Berric Doringo, Deputy Director, Purchasing & Contracting
George Ghossain, Deputy Director, Engineering & Capital Projects
Eddie Salinas, Deputy Director, Stormwater Department
Jillian Hynes, Assistant Deputy Director, Stormwater Department
Jong Choi, Senior Civil Engineer, Engineering & Capital Projects
Sanaz Sarafranz, Senior Civil Engineer, Stormwater Department
Stephen Samara, Principal Contract Specialist, Purchasing & Contracting
Jeff Cramoline, Associate Engineer-Civil, Engineering & Capital Projects



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: April 17, 2024

TO: Claudia C. Abarca, Director, Purchasing & Contracting Department

FROM: Rania Amen, Director & City Engineer, Engineering & Capital Projects Department

SUBJECT: Sole Source Agreement for the Villa La Jolla Storm Drain System Emergency – Subsequent Project to Gilman Drive Storm Drain Emergency

This memorandum is to certify the declaration of an emergency in order to complete urgent assessments and repairs to the drainage systems located within the Villa La Jolla 1, 2 and 5 Developments in the La Jolla community.

Estimated Amount: \$14,000,000 (Not-to Exceed)

Contractor: Orion Construction Corporation

Estimated Contract Completion: December 31, 2025

Recommended Action: Approve Sole Source Request

Pursuant to SDMC §22.3108 (a), " Exceptions to Advertisement and Competitive Award of Engineering & Capital Projects Contracts", this is to certify that a sole source agreement with the contractor named above is necessary and that strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible for the following reasons:

JUSTIFICATION:

The City has previously initiated two emergency repairs to this drainage system in November 2020 and March 2023. During the construction of Gilman Drive Storm Drain Emergency Project, which was initiated in March 2023, an assessment of the whole storm drain system was conducted after San Diego was hit by Hurricane Hilary in August of 2023. The assessment identified multiple areas in need of immediate repair, including the area under Villa La Jolla Drive where it subsequently formed a sinkhole in the road.

The identified areas are at risk of continuing to grow at an alarming rate unless the pipe is repaired. Repairs of the deteriorated CMP around Villa La Jolla Drive are needed to halt further infrastructure damage and prevent risk to residents and businesses in the area. This necessary work is beyond the capabilities of City staff; therefore, it is requested a sole source contract be approved.

AGREEMENT VALUE & DURATION:

Unless a modification to the agreement and this sole-source request is issued, the total fee for these services shall not exceed the amount noted above. The term of the agreement will be in effect from date of the agreement execution and shall not exceed the contract completion date noted above.



Rania Amen
Director & City Engineer, Engineering & Capital Projects

Attachments: 1. Memorandum from Todd Snyder, to Rania Amen dated November 3, 2023

cc: Luis Schaar, Assistant Director, Engineering & Capital Projects Department
George Ghossain, Deputy Director, Engineering & Capital Projects Department
Jong Choi, Senior Civil Engineer, Engineering & Capital Projects Department
Jeff Cramoline, Associate Civil Engineer, Engineering & Capital Projects Department
Berric Doringo, Deputy Director, Purchasing and Contracting Department
Stephen Samara, Principal Contract Specialist, Purchasing and Contracting Department
Todd Snyder, Director, Stormwater Department
Eddie Salinas, Deputy Director, Stormwater Department
Jillian Haynes, Assistant Deputy Director, Stormwater Department
Sanaz Sarafranz, Senior Civil Engineer, Stormwater Department



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: November 3, 2023

TO: Rania Amen, Director and City Engineer, Engineering and Capital Projects Department

FROM: Todd Snyder, Director, Stormwater Department

SUBJECT: Emergency Assessment and Repair – Villa La Jolla Drainage System

This memorandum is being sent to request expedited Public Works contracting to complete urgent assessments and repairs to the drainage systems located within the Villa La Jolla 1, 2 and 5 Developments of the La Jolla area. The City has previously initiated two emergency repairs to the drainage system in November 2020 and March 2023. Assessments to the failure locations and immediate upstream and downstream drainage systems were completed for both projects to define the projects' scope of work.

Subsequent to Hurricane Hilary, which hit San Diego on August 20, 2023, the City conducted further assessments to the entire drainage system adjacent to the active emergency site work to evaluate the need for any additional repairs.

A visual inspection was completed on October 19, 2023, and October 27, 2023, and identified multiple areas in need of immediate repair. As a result, the Stormwater Department is requesting these areas be further assessed and quickly repaired to halt further infrastructure damage and, more importantly, to prevent risk to residents and adjacent buildings and infrastructure in the area. With the coming rainy season, the identified failures are at risk of continuing to grow at an alarming rate unless the pipe is repaired.

The necessary assessments and repairs are beyond the capabilities of the Stormwater Department, Operations & Maintenance Division. The Stormwater Department requests expedited Public Works contracting to make urgent assessments and repairs to the drainage system.

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Rania Amen, Director and City Engineer, Engineering and Capital Projects Department
November 3, 2023

If you have any questions, please contact Assistant Deputy Director Jillian Haynes at
(619) 527-7415.



Todd Snyder
Director
Stormwater Department

TS/jh

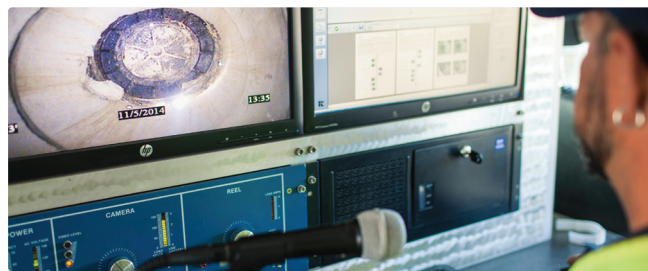
Attachments: Villa La Jolla Drainage System Assessment
CCTV Physical Inspection 10.19.23-Report Detail
CCTV Physical Inspection 10.27.23-Report Detail

cc: Alia Khouri, Deputy Chief Operating Officer
Kris McFadden, Deputy Chief Operating Officer
Jessica Lawrence, Director of Finance Policy & Council Affairs, Office of the Mayor
Michaela Valk, Director of Community Engagement, Office of the Mayor
Randy Wilde, Senior Policy Advisor, Office of the Mayor
Angela Colton, Director, Risk Management Department
Rolando Charvel, Director & City Comptroller, Department of Finance
Myrna Dayton, Assistant Director, Engineering and Capital Projects Department
Luis Schaar, Assistant Director, Engineering & Capital Projects
Eddie Salinas, Deputy Director, Stormwater Department
Sumer Hasenin, Deputy Director, Stormwater Department
Jillian Haynes, Assistant Deputy Director, Stormwater Department
Hengameh Maher, Program Manager, Stormwater Department
Sara Dastgheibi, Senior Civil Engineer, Stormwater Department

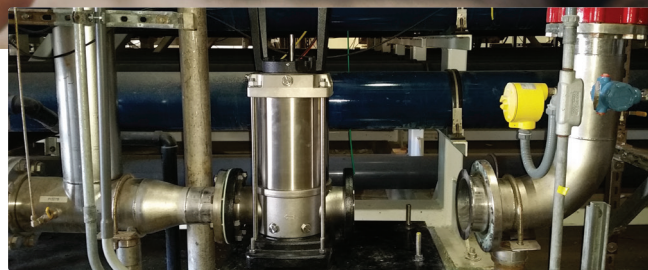


DOWNSTREAMSERVICES.COM

CCTV Physical Inspection
10.19.2023



Orion Construction CCTV Physical Inspection



DownStream
Services, Inc.

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CCTV Physical Inspection
10.19.2023

Orion Construction
CCTV Physical
Inspection

PACP CONDITION GRADING SYSTEM

From the Pipeline Assessment Certification Program Handbook, Version 7.0.2 September 2016, page C-1.
Colors added to match reporting software.

Using the PACP Code Matrix, each PACP code is assigned a condition grade ranging from 1 to 5. Grades are assigned based on the significance of the defect, extent of damage, percentage of restriction to flow capacity or the amount of wall loss due to deterioration.

Note: The PACP Condition Grading System alone is inadequate for determining if a pipe segment should be rehabilitated or replaced. Many other factors in addition to the internal condition of the segment should be considered. The fact that a segment has significant grade 4 or grade 5 defects does not necessarily mean the pipe segment should be immediately rehabilitated, thus PACP does not replace the judgment of professional engineers.

CONDITION GRADES

Condition Grades are assigned for two defects categories, structural and operation and maintenance (O&M). Grades and definitions are listed below:

- 5 – MOST SIGNIFICANT DEFECT GRADE
- 4 – SIGNIFICANT DEFECT GRADE
- 3 – MODERATE DEFECT GRADE
- 2 – MINOR TO MODERATE DEFECT GRADE
- 1 – MINOR DEFECT GRADE



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PACP QUICK RATING

From the Pipeline Assessment Certification Program Handbook, Version 7.0.2 September 2016, page C-3.

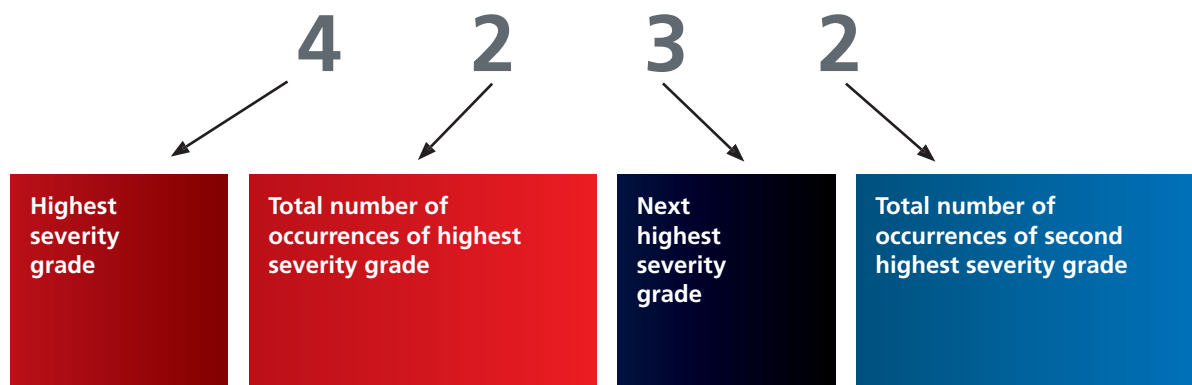
The PACP Quick Rating is a shorthand way of expressing the number of occurrences for the two highest severity grades. The quick rating is a four character score compiled as follows:

First Character: Highest severity grade occurring along the pipe length.

Second Character: Total number of occurrences of that highest severity grade. If the total number exceeds 9, then alphabetic characters are used as follows:
10 to 14=A, 15 to 19=B and 20 to 24=C, etc.

Third Character: Second highest severity grade occurring along the pipe length.

Fourth Character: Total number of the second highest severity grade occurrences. If the total number exceeds 9, then alphabetic characters are used as follows:
10 to 14=A, 15 to 19=B and 20 to 24=C, etc.



FOR EXAMPLE: 4B27

This immediately shows no grade 5 defects or grade 3 defects were observed.

However, fifteen to nineteen grade 4 defects and seven grade 2 defects were found.

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TERMS AND DESCRIPTIONS

PIPE GRAPHIC:

The image on the left side of the report is a visual representation of a top side looking down image of the pipe segment displaying information such as laterals and condition grades for codes/observations.

DISTANCE:

The distance is measured from the access point wall in feet to the nearest tenth.

CONTINUOUS- CONTINUOUS:

Continuous defects are used if a recurring observation such as roots or grease occurs over a length of pipe, allowing simplified coding and limiting the amount of codes recorded. Continuous codes use a "Start Label" and "Finish Label" to represent the opening and closing of a continuous defect. The "Start Label" is Sn, where "n" is the next consecutive start number, and the "Finish Label" is Fn, where "n" is the same number as the Sn for the defect/observation.

POSITION- POS:

The position of the defect/observation in reference to the clock position. If the defect/observation covers a range of clock positions, the second value will be the ending positions traveling clockwise from start to end.

VALUE- VAL 1/2:

The column is used for defects/observations that require a physical dimension such as a diameter of a service tap (1). Some defects may require a second physical dimension (2). Rules vary by defect type.

PERCENT- %:

This column is used to quantify the percentage of height, cross-sectional area affected or alignment for many defects/observation. Visual observations should be recorded in increments of 5%.

FIELD DATA

CCTV Inspections



Inspection report

Date: 10/19/2023	Work Order:	Weather: Dry	Surveyed By: Jason Cook	Certificate Number: U-0219-07030452	Pipe Segment Ref.: Turn-Pit
Year laid:	Pre-cleaning: No Pre-Cleaning	Direction: Upstream	Pipe Joint Length:	Total Length: 2183.00 '	Length Surveyed: 2183.00 '

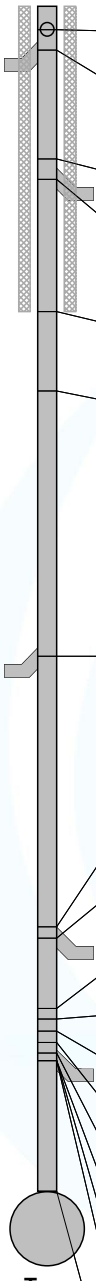
City: La Jolla	Drainage Area:	Upstream MH: Turn
Street: Hilman Dr	Media Label: T8710192023	Up Rim to Invert: 0.0
Location Code:	Flow Control:	Downstream MH: Pit
Location Details:	Sheet Number:	Down Rim to Invert: 0.0
Pipe shape: Circular	Sewer Use: Stormwater Pipe	Total gallons used: 0.0
Pipe size: 132 "	Sewer Category: SEC	Joints passed: 0
Pipe material: Corrugated Metal Pipe	Purpose:	Joints failed: 0
Lining Method:	Owner:	

Additional Info:

1:7544	Distance	Code	Observation	Grade
Pit	0.0	AEP	End of Pipe / Pit	
	0.0	MWL	Water Level, 20% of the vertical dimension	
	65.0	LR	Line Right, change to: 5%	M1
	85.0	DSZ	Deposits Settled Other, 10% of cross sectional area from 5 o'clock to 7 o'clock / Debris	M2
	214.0	SCP	Surface Damage Corrosion from 7 o'clock to 8 o'clock	S3 1_01
	294.0	MWL	Water Level, 5% of the vertical dimension	
	362.0	DSZ	Deposits Settled Other, 10% of cross sectional area from 6 o'clock to 7 o'clock / Dirt	M2
	487.0	MGO	Miscellaneous General Observation / MH	
	515.0	TF	Tap Factory Made at 10 o'clock, dia/height: 48inch	
	585.0	LR	Line Right, change to: 20%	M2
	699.0 S01	OBR	Obstruction Rocks, 15% of cross sectional area from 5 o'clock to 7 o'clock, Start	
	732.0	TF	Tap Factory Made at 10 o'clock, dia/height: 18inch	
	822.0	RPP	Point Repair Patch from 2 o'clock to 4 o'clock / CMP patch	
	830.0	RPP	Point Repair Patch from 8 o'clock to 10 o'clock / CMP patch	1_02
	832.0	MGP	Miscellaneous General Photograph from 8 o'clock to 10 o'clock / void behind patch	1_03
	976.0	ID	Infiltration Dripper from 7 o'clock to 2 o'clock, within 8 inch	M3 1_04

Inspection report

Date: 10/19/2023	Work Order:	Weather: Dry	Surveyed By: Jason Cook	Certificate Number: U-0219-07030452	Pipe Segment Ref.: Turn-Pit
Year laid:	Pre-cleaning: No Pre-Cleaning	Direction: Upstream	Pipe Joint Length:	Total Length: 2183.00 '	Length Surveyed: 2183.00 '

1:7544	Distance	Code	Observation	Grade			
	1,023.0	TB	Tap Break-in/Hammer at 12 o'clock, dia/height: 12inch				
	1,044.0	TF	Tap Factory Made at 2 o'clock, dia/height: 18inch				
	1,152.0	MGO	Miscellaneous General Observation / MH				
	1,173.0	TB	Tap Break-in/Hammer at 10 o'clock, dia/height: 36inch				
	1,305.0	F01 OBR	Obstruction Rocks, 15% of cross sectional area from 5 o'clock to 7 o'clock, Finish	M3			
	1,384.0	LR	Line Right, change to: 20%	M2			
	1,649.0	TF	Tap Factory Made at 2 o'clock, dia/height: 18inch				
	1,919.0	MGO	Miscellaneous General Observation / MH				
	1,930.0	TB	Tap Break-in/Hammer at 10 o'clock, dia/height: 18inch				
	2,000.0	SCP	Surface Damage Corrosion from 3 o'clock to 5 o'clock	S3	1_05		
	2,011.0	FM	Fracture Multiple from 2 o'clock to 5 o'clock	S4	1_06		
	2,023.0	FM	Fracture Multiple from 2 o'clock to 5 o'clock	S4	1_07		
	2,034.0	HSV	Hole Soil Visible from 2 o'clock to 5 o'clock	S5	1_08		
	2,045.0	FM	Fracture Multiple from 2 o'clock to 5 o'clock	S4	1_09		
Turn	2,052.0	TF	Tap Factory Made at 11 o'clock, dia/height: 48inch				
	2,052.0	MGP	Miscellaneous General Photograph at 10 o'clock / Lateral				
	2,052.0	MGP	Miscellaneous General Photograph at 10 o'clock / Lateral				
	2,183.0	AZ	Access Point Other / Turn				
QSR	QMR	SPR	MPR	OPR	SPRI	MPRI	OPRI
5143	3W24	23.0	375.0	398.0	3.8	3.0	3.0

Section Pictures - 10/19/2023 - Turn-Pit

City La Jolla	Street Hilman Dr	Date 10/19/2023	Lateral Segment Reference Turn-Pit	Section No. 1
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0.00ft
End of Pipe / Pit



0.00ft
Water Level, 20% of the vertical dimension



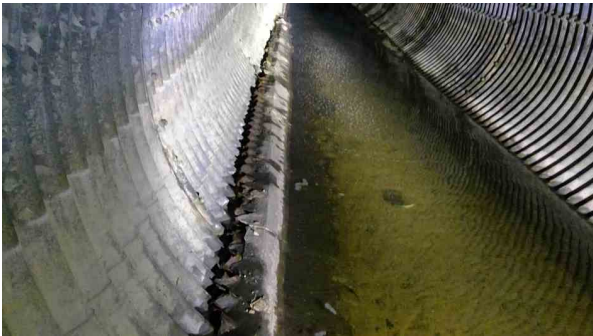
65.00ft
Line Right, change to: 5%



85.00ft
Deposits Settled Other, 10% of cross sectional area from 5 o'clock to 7 o'clock / Debris

Section Pictures - 10/19/2023 - Turn-Pit

City La Jolla	Street Hilman Dr	Date 10/19/2023	Lateral Segment Reference Turn-Pit	Section No. 1
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1_01

214.00ft
Surface Damage Corrosion from 7 o'clock to 8 o'clock



294.00ft
Water Level, 5% of the vertical dimension



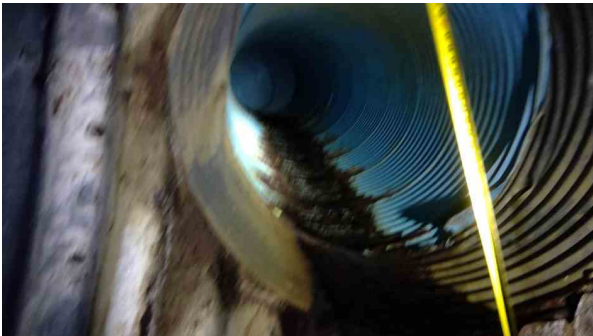
362.00ft
Deposits Settled Other, 10% of cross sectional area from 6 o'clock to 7 o'clock / Dirt



487.00ft
Miscellaneous General Observation / MH

Section Pictures - 10/19/2023 - Turn-Pit

City La Jolla	Street Hilman Dr	Date 10/19/2023	Lateral Segment Reference Turn-Pit	Section No. 1
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515.00ft
Tap Factory Made at 10 o'clock,
dia/height: 48inch



585.00ft
Line Right, change to: 20%



699.00ft
Obstruction Rocks, 15% of cross
sectional area from 5 o'clock to 7 o'clock,
Start



732.00ft
Tap Factory Made at 10 o'clock,
dia/height: 18inch

Section Pictures - 10/19/2023 - Turn-Pit

City La Jolla	Street Hilman Dr	Date 10/19/2023	Lateral Segment Reference Turn-Pit	Section No. 1
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1_02

822.00ft
Point Repair Patch from 2 o'clock to 4
o'clock / CMP patch



830.00ft
Point Repair Patch from 8 o'clock to 10
o'clock / CMP patch



1_03

832.00ft
Miscellaneous General Photograph from 8
o'clock to 10 o'clock / void behind patch

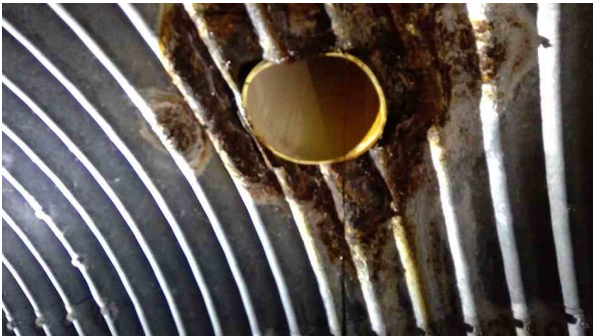


1_04

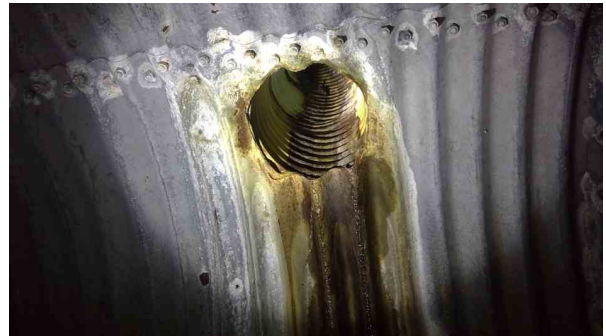
976.00ft
Infiltration Dripper from 7 o'clock to 2
o'clock, within 8 inch

Section Pictures - 10/19/2023 - Turn-Pit

City La Jolla	Street Hilman Dr	Date 10/19/2023	Lateral Segment Reference Turn-Pit	Section No. 1
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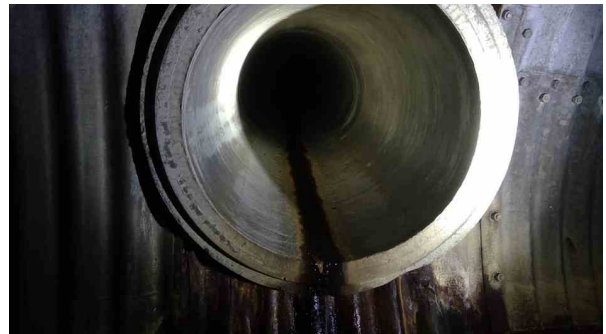
1023.00ft
Tap Break-in/Hammer at 12 o'clock,
dia/height: 12inch



1044.00ft
Tap Factory Made at 2 o'clock, dia/height:
18inch



1152.00ft
Miscellaneous General Observation / MH



1173.00ft
Tap Break-in/Hammer at 10 o'clock,
dia/height: 36inch

Section Pictures - 10/19/2023 - Turn-Pit

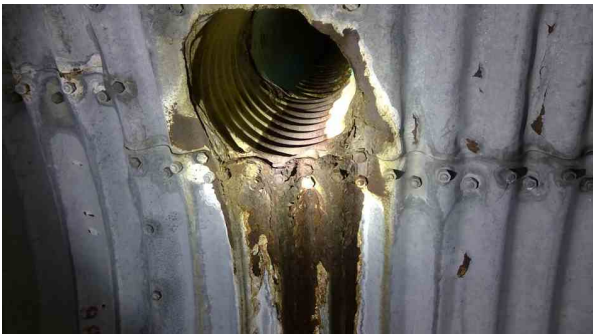
City La Jolla	Street Hilman Dr	Date 10/19/2023	Lateral Segment Reference Turn-Pit	Section No. 1
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1305.00ft
Obstruction Rocks, 15% of cross sectional area from 5 o'clock to 7 o'clock, Finish



1384.00ft
Line Right, change to: 20%



1649.00ft
Tap Factory Made at 2 o'clock, dia/height: 18inch



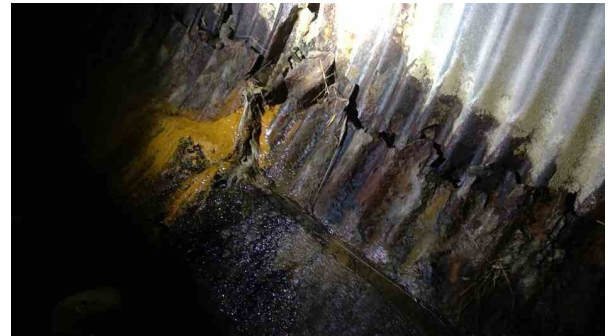
1919.00ft
Miscellaneous General Observation / MH

Section Pictures - 10/19/2023 - Turn-Pit

City	Street	Date	Lateral Segment Reference	Section No.
La Jolla	Hilman Dr	10/19/2023	Turn-Pit	1



1930.00ft
Tap Break-in/Hammer at 10 o'clock,
dia/height: 18inch



1_05

2000.00ft
Surface Damage Corrosion from 3 o'clock
to 5 o'clock



1_06

2011.00ft
Fracture Multiple from 2 o'clock to 5
o'clock



1_07

2023.00ft
Fracture Multiple from 2 o'clock to 5
o'clock

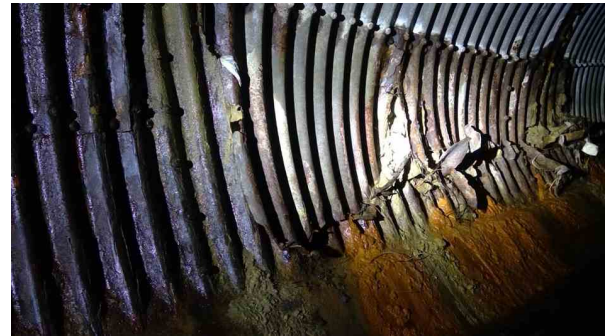
Section Pictures - 10/19/2023 - Turn-Pit

City La Jolla	Street Hilman Dr	Date 10/19/2023	Lateral Segment Reference Turn-Pit	Section No. 1
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1_08

2034.00ft
Hole Soil Visible from 2 o'clock to 5 o'clock



1_09

2045.00ft
Fracture Multiple from 2 o'clock to 5 o'clock



2052.00ft
Tap Factory Made at 11 o'clock,
dia/height: 48inch



2052.00ft
Miscellaneous General Photograph at 10 o'clock / Lateral

Section Pictures - 10/19/2023 - Turn-Pit

City La Jolla	Street Hilman Dr	Date 10/19/2023	Lateral Segment Reference Turn-Pit	Section No. 1
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2052.00ft
Miscellaneous General Photograph at 10
o'clock / Lateral



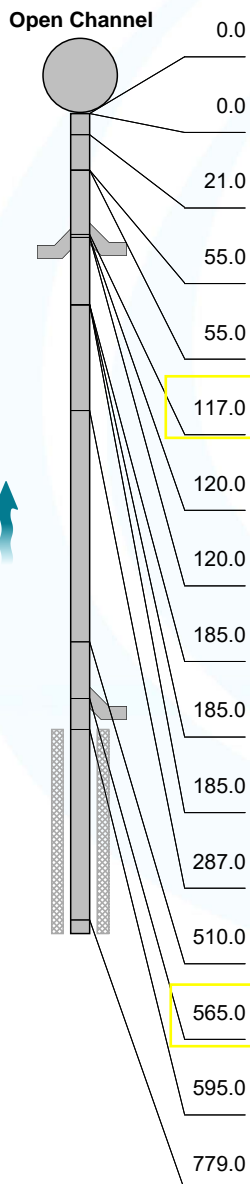
2183.00ft
Access Point Other / Turn

Inspection report

Date: 10/19/2023	Work Order:	Weather: Dry	Surveyed By: Jason Cook	Certificate Number: U-0219-07030452	Pipe Segment Ref.: Pit-Open Channel
Year laid:	Pre-cleaning: No Pre-Cleaning	Direction: Upstream	Pipe Joint Length:	Total Length: 2200.00 '	Length Surveyed: 2200.00 '

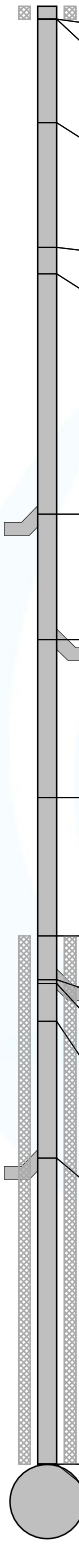
City: La Jolla	Drainage Area:	Upstream MH: Pit
Street: Hilman Dr	Media Label: T8710192023	Up Rim to Invert: 0.0
Location Code:	Flow Control:	Downstream MH: Open Channel
Location Details:	Sheet Number:	Down Rim to Invert: 0.0
Pipe shape: Circular	Sewer Use: Stormwater Pipe	Total gallons used: 0.0
Pipe size: 132 "	Sewer Category: SEC	Joints passed: 0
Pipe material: Corrugated Metal Pipe	Purpose:	Joints failed: 0
Lining Method:	Owner:	

Additional Info:

1:7296	Distance	Code	Observation	Grade
	0.0	ADP	Discharge Point / open channel	
	0.0	MWL	Water Level, 20% of the vertical dimension	
	21.0	LL	Line Left, change to: 45%	M4
	55.0	MMC	Miscellaneous Material Change, Reinforced concrete pipe / rcp	
	55.0	MSC	Miscellaneous Shape or Size Change, dia/height: 99inch, width: 99Inch / 14'X12' RCB	
	117.0	TF	Tap Factory Made at 11 o'clock, dia/height: 18inch	
	120.0	TF	Tap Factory Made at 1 o'clock, dia/height: 18inch	
	120.0	MWL	Water Level, 5% of the vertical dimension	
	185.0	MMC	Miscellaneous Material Change, Corrugated metal pipe / CMP	
	185.0	MSC	Miscellaneous Shape or Size Change, dia/height: 99inch / 132	
	185.0	LR	Line Right, change to: 15%	M2
	287.0	MGP	Miscellaneous General Photograph from 12 o'clock to 12 o'clock	
	510.0	LL	Line Left, change to: 5%	M1
	565.0	TF	Tap Factory Made at 10 o'clock, dia/height: 18inch	
	595.0	S01 DSZ	Deposits Settled Other, 10% of cross sectional area from 5 o'clock to 7 o'clock, Start / debris	
	779.0	RPP	Point Repair Patch from 7 o'clock to 9 o'clock / concrete	

Inspection report

Date: 10/19/2023	Work Order:	Weather: Dry	Surveyed By: Jason Cook	Certificate Number: U-0219-07030452	Pipe Segment Ref.: Pit-Open Channel
Year laid:	Pre-cleaning: No Pre-Cleaning	Direction: Upstream	Pipe Joint Length:	Total Length: 2200.00 '	Length Surveyed: 2200.00 '

1:7296	Distance	Code	Observation	Grade			
	805.0	MMC	Miscellaneous Material Change, Reinforced concrete pipe / rcp				
	805.0 F01	DSZ	Deposits Settled Other, 10% of cross sectional area from 5 o'clock to 7 o'clock, Finish / debris	M2			
	905.0	MGO	Miscellaneous General Observation / MH				
	1,025.0	MMC	Miscellaneous Material Change, Corrugated metal pipe / cmp				
	1,051.0	MGO	Miscellaneous General Observation / MH				
	1,283.0	TB	Tap Break-in/Hammer at 2 o'clock, dia/height: 18inch				
	1,404.0	TF	Tap Factory Made at 10 o'clock, dia/height: 36inch				
	1,556.0	MGP	Miscellaneous General Photograph from 12 o'clock to 12 o'clock				
	1,690.0 S02	DSZ	Deposits Settled Other, 10% of cross sectional area from 5 o'clock to 7 o'clock, Start / debris				
	1,732.0	TF	Tap Factory Made at 10 o'clock, dia/height: 24inch				
	1,736.0	MGO	Miscellaneous General Observation / MH				
	1,772.0	IR	Infiltration Runner from 7 o'clock to 9 o'clock	M4			
	1,904.0	TF	Tap Factory Made at 2 o'clock, dia/height: 18inch				
	2,200.0 F02	DSZ	Deposits Settled Other, 10% of cross sectional area from 5 o'clock to 7 o'clock, Finish / debris	M2			
	2,200.0	AEP	End of Pipe / Pit				
Pit							
QSR	QMR	SPR	MPR	OPR	SPRI	MPRI	OPRI
0000	422Z	0.0	299.0	299.0	0.0	2.0	2.0

Section Pictures - 10/19/2023 - Pit-Open Channel

City	Street	Date	Lateral Segment Reference	Section No.
La Jolla	Hilman Dr	10/19/2023	Pit-Open Channel	2



0.00ft
Discharge Point / open channel



0.00ft
Water Level, 20% of the vertical dimension



21.00ft
Line Left, change to: 45%



55.00ft
**Miscellaneous Material Change,
Reinforced concrete pipe / rcp**

Section Pictures - 10/19/2023 - Pit-Open Channel

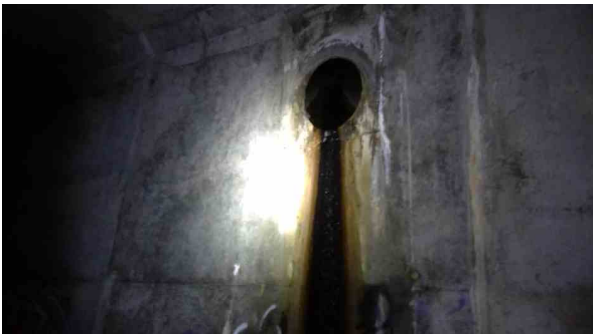
City La Jolla	Street Hilman Dr	Date 10/19/2023	Lateral Segment Reference Pit-Open Channel	Section No. 2
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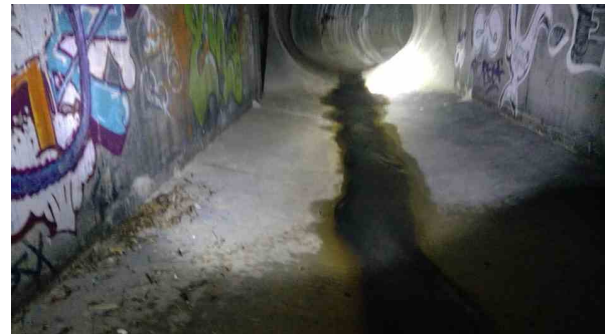
55.00ft
Miscellaneous Shape or Size Change,
dia/height: 99inch, width: 99inch / 14'X12'
RCB



117.00ft
Tap Factory Made at 11 o'clock,
dia/height: 18inch



120.00ft
Tap Factory Made at 1 o'clock, dia/height:
18inch



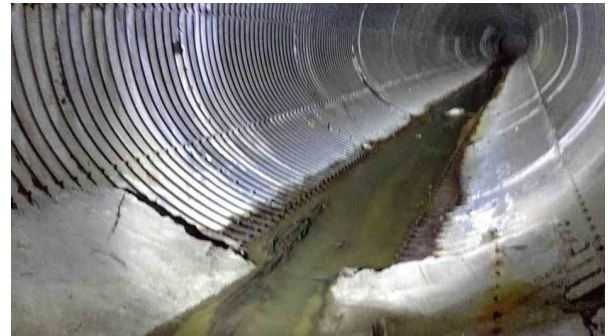
120.00ft
Water Level, 5% of the vertical dimension

Section Pictures - 10/19/2023 - Pit-Open Channel

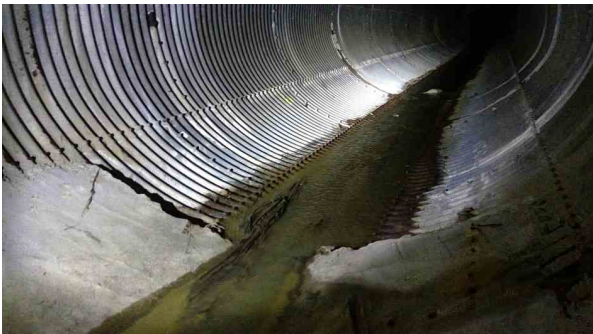
City La Jolla	Street Hilman Dr	Date 10/19/2023	Lateral Segment Reference Pit-Open Channel	Section No. 2
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185.00ft
Miscellaneous Material Change,
Corrugated metal pipe / CMP



185.00ft
Miscellaneous Shape or Size Change,
dia/height: 99inch / 132



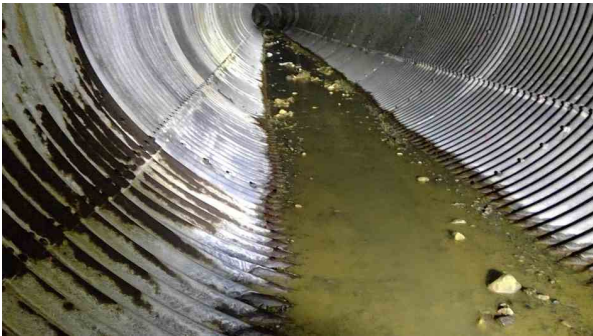
185.00ft
Line Right, change to: 15%



287.00ft
Miscellaneous General Photograph from
12 o'clock to 12 o'clock

Section Pictures - 10/19/2023 - Pit-Open Channel

City La Jolla	Street Hilman Dr	Date 10/19/2023	Lateral Segment Reference Pit-Open Channel	Section No. 2
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510.00ft
Line Left, change to: 5%



565.00ft
Tap Factory Made at 10 o'clock,
dia/height: 18inch



595.00ft
Deposits Settled Other, 10% of cross
sectional area from 5 o'clock to 7 o'clock,
Start / debris



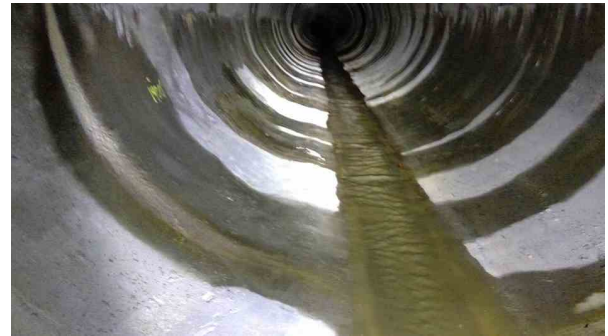
779.00ft
Point Repair Patch from 7 o'clock to 9
o'clock / concrete

Section Pictures - 10/19/2023 - Pit-Open Channel

City La Jolla	Street Hilman Dr	Date 10/19/2023	Lateral Segment Reference Pit-Open Channel	Section No. 2
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805.00ft
Miscellaneous Material Change,
Reinforced concrete pipe / rcp



805.00ft
Deposits Settled Other, 10% of cross
sectional area from 5 o'clock to 7 o'clock,
Finish / debris



905.00ft
Miscellaneous General Observation / MH



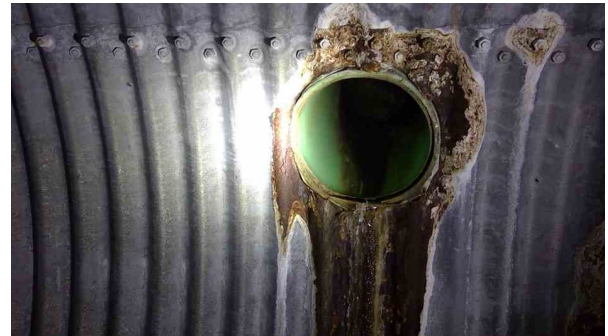
1025.00ft
Miscellaneous Material Change,
Corrugated metal pipe / cmp

Section Pictures - 10/19/2023 - Pit-Open Channel

City La Jolla	Street Hilman Dr	Date 10/19/2023	Lateral Segment Reference Pit-Open Channel	Section No. 2
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1051.00ft
Miscellaneous General Observation / MH



1283.00ft
Tap Break-in/Hammer at 2 o'clock, dia/height: 18inch



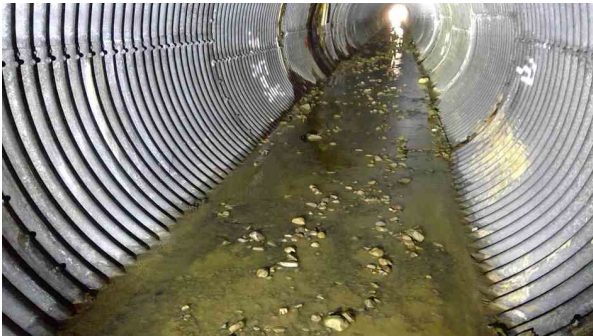
1404.00ft
Tap Factory Made at 10 o'clock, dia/height: 36inch



1556.00ft
Miscellaneous General Photograph from 12 o'clock to 12 o'clock

Section Pictures - 10/19/2023 - Pit-Open Channel

City	Street	Date	Lateral Segment Reference	Section No.
La Jolla	Hilman Dr	10/19/2023	Pit-Open Channel	2



1690.00ft
Deposits Settled Other, 10% of cross sectional area from 5 o'clock to 7 o'clock, Start / debris



1732.00ft
Tap Factory Made at 10 o'clock, dia/height: 24inch



1736.00ft
Miscellaneous General Observation / MH



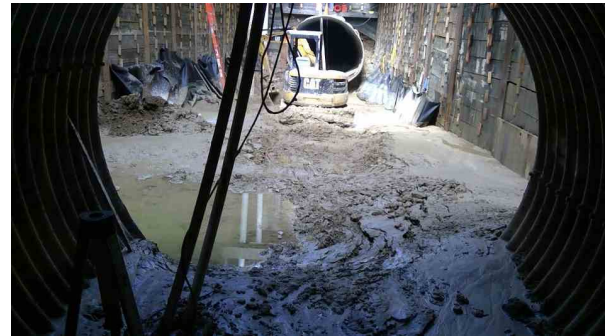
1772.00ft
Infiltration Runner from 7 o'clock to 9 o'clock

Section Pictures - 10/19/2023 - Pit-Open Channel

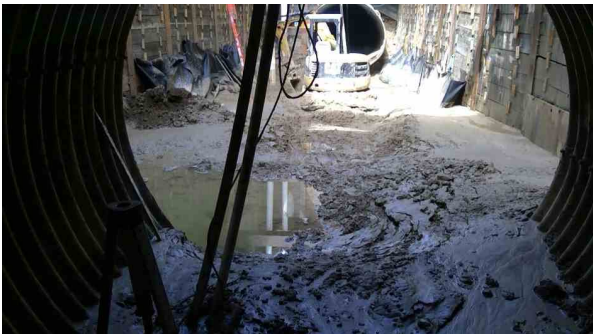
City La Jolla	Street Hilman Dr	Date 10/19/2023	Lateral Segment Reference Pit-Open Channel	Section No. 2
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1904.00ft
Tap Factory Made at 2 o'clock, dia/height:
18inch



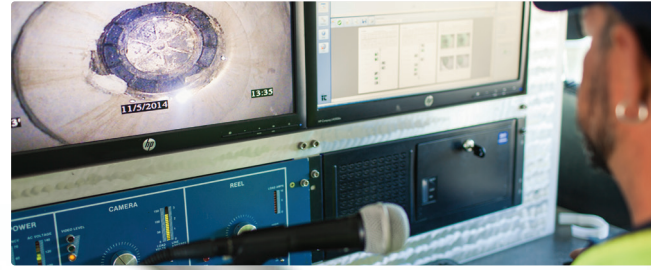
2200.00ft
Deposits Settled Other, 10% of cross
sectional area from 5 o'clock to 7 o'clock,
Finish / debris



2200.00ft
End of Pipe / Pit

DOWNSTREAMSERVICES.COM

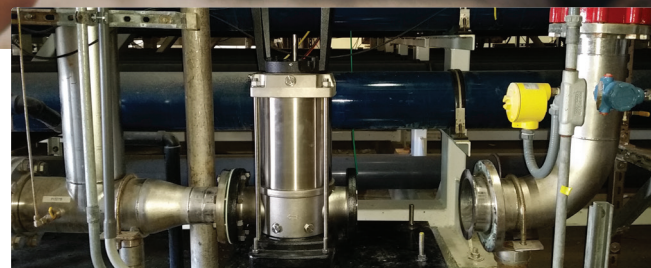
CCTV Physical Inspection
10.27.2023



Orion Construction

CCTV Physical Inspection

10.27.23



DownStream
Services, Inc.

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CCTV Physical Inspection
10.27.2023

Orion Construction
CCTV Physical
Inspection
10.27.23

PACP CONDITION GRADING SYSTEM

From the Pipeline Assessment Certification Program Handbook, Version 7.0.2 September 2016, page C-1.
Colors added to match reporting software.

Using the PACP Code Matrix, each PACP code is assigned a condition grade ranging from 1 to 5. Grades are assigned based on the significance of the defect, extent of damage, percentage of restriction to flow capacity or the amount of wall loss due to deterioration.

Note: The PACP Condition Grading System alone is inadequate for determining if a pipe segment should be rehabilitated or replaced. Many other factors in addition to the internal condition of the segment should be considered. The fact that a segment has significant grade 4 or grade 5 defects does not necessarily mean the pipe segment should be immediately rehabilitated, thus PACP does not replace the judgment of professional engineers.

CONDITION GRADES

Condition Grades are assigned for two defects categories, structural and operation and maintenance (O&M). Grades and definitions are listed below:

- 5 – MOST SIGNIFICANT DEFECT GRADE
- 4 – SIGNIFICANT DEFECT GRADE
- 3 – MODERATE DEFECT GRADE
- 2 – MINOR TO MODERATE DEFECT GRADE
- 1 – MINOR DEFECT GRADE



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PACP QUICK RATING

From the Pipeline Assessment Certification Program Handbook, Version 7.0.2 September 2016, page C-3.

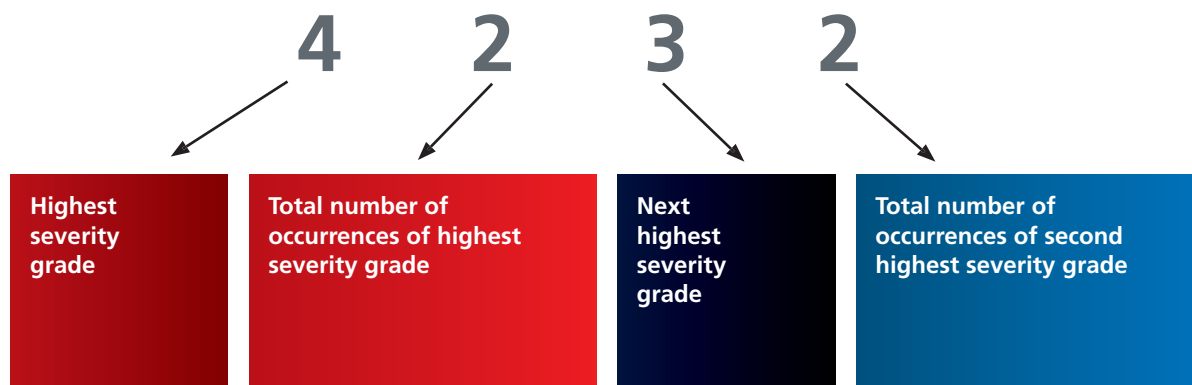
The PACP Quick Rating is a shorthand way of expressing the number of occurrences for the two highest severity grades. The quick rating is a four character score compiled as follows:

First Character: Highest severity grade occurring along the pipe length.

Second Character: Total number of occurrences of that highest severity grade. If the total number exceeds 9, then alphabetic characters are used as follows:
10 to 14=A, 15 to 19=B and 20 to 24=C, etc.

Third Character: Second highest severity grade occurring along the pipe length.

Fourth Character: Total number of the second highest severity grade occurrences. If the total number exceeds 9, then alphabetic characters are used as follows:
10 to 14=A, 15 to 19=B and 20 to 24=C, etc.



FOR EXAMPLE: 4B27

This immediately shows no grade 5 defects or grade 3 defects were observed.

However, fifteen to nineteen grade 4 defects and seven grade 2 defects were found.

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TERMS AND DESCRIPTIONS

PIPE GRAPHIC:

The image on the left side of the report is a visual representation of a top side looking down image of the pipe segment displaying information such as laterals and condition grades for codes/observations.

DISTANCE:

The distance is measured from the access point wall in feet to the nearest tenth.

CONTINUOUS- CONTINUOUS:

Continuous defects are used if a recurring observation such as roots or grease occurs over a length of pipe, allowing simplified coding and limiting the amount of codes recorded. Continuous codes use a "Start Label" and "Finish Label" to represent the opening and closing of a continuous defect. The "Start Label" is Sn, where "n" is the next consecutive start number, and the "Finish Label" is Fn, where "n" is the same number as the Sn for the defect/observation.

POSITION- POS:

The position of the defect/observation in reference to the clock position. If the defect/observation covers a range of clock positions, the second value will be the ending positions traveling clockwise from start to end.

VALUE- VAL 1/2:

The column is used for defects/observations that require a physical dimension such as a diameter of a service tap (1). Some defects may require a second physical dimension (2). Rules vary by defect type.

PERCENT- %:

This column is used to quantify the percentage of height, cross-sectional area affected or alignment for many defects/observation. Visual observations should be recorded in increments of 5%.

FIELD DATA

CCTV Inspections



Inspection report

Date: 10/27/2023	Work Order:	Weather: Dry	Surveyed By: Alec Roberts	Certificate Number: U-0219-07030459	Pipe Segment Ref.: 10/27/2023 7:11:50 AM
Year laid:	Pre-cleaning: Not Known	Direction: Upstream	Pipe Joint Length:	Total Length: 2873.00 '	Length Surveyed: 2873.00 '

City: La Jolla	Drainage Area:	Upstream MH: U/S
Street: Gilman Dr	Media Label:	Up Rim to Invert: 0.0
Location Code: Local rural streets with light traffic	Flow Control:	Downstream MH: D/S
Location Details:	Sheet Number:	Down Rim to Invert: 0.0
Pipe shape: Circular	Sewer Use: Stormwater Pipe	Total gallons used: 0.0
Pipe size: 132 x 132 "	Sewer Category: SEC	Joints passed: 0
Pipe material: Corrugated Metal Pipe	Purpose: Maintenance Related	Joints failed: 0
Lining Method:	Owner:	

Additional Info:

1:6434 Distance Code Observation Grade

D/S

0.0	AEP	End of Pipe / D/S	
0.0	MWL	Water Level, 10% of the vertical dimension	
75.0	DSZ	Deposits Settled Other, 10% of cross sectional area from 4 o'clock to 8 o'clock / Debris	M2
152.0	DSZ	Deposits Settled Other, 10% of cross sectional area from 4 o'clock to 8 o'clock / Debris	M2
243.0 S01	DSF	Deposits Settled Fine, 10% of cross sectional area from 5 o'clock to 7 o'clock, Start	
487.0 F01	DSF	Deposits Settled Fine, 10% of cross sectional area from 5 o'clock to 7 o'clock, Finish	M2
487.0	IW	Infiltration Weeper from 3 o'clock to 5 o'clock	M2 2_01
518.0	MGO	Miscellaneous General Observation / Mh	
544.0	TB	Tap Break-in/Hammer at 11 o'clock, dia/height: 42inch	
628.0 S02	LR	Line Right, change to: 25%, Start	
758.0 F02	LR	Line Right, change to: 25%, Finish	M4
758.0	TF	Tap Factory Made at 11 o'clock, dia/height: 18inch	
758.0 S03	DFE	Deformed Flexible Elliptical, change to: 10%, Start	
850.0	MGO	Miscellaneous General Observation / Wall falling off	

Inspection report

Date: 10/27/2023	Work Order:	Weather: Dry	Surveyed By: Alec Roberts	Certificate Number: U-0219-07030459	Pipe Segment Ref.: 10/27/2023 7:11:50 AM
Year laid:	Pre-cleaning: Not Known	Direction: Upstream	Pipe Joint Length:	Total Length: 2873.00 '	Length Surveyed: 2873.00 '

1:6434	Distance	Code	Observation	Grade
	855.0	MGO	Miscellaneous General Observation / Wall falling off	
	855.0	F03 DFE	Deformed Flexible Elliptical, change to: 10%, Finish	S3 2_02
	855.0	DSZ	Deposits Settled Other, 10% of cross sectional area from 4 o'clock to 8 o'clock / Debris	M2 1_04
	1,007.0	IW	Infiltration Weeper from 8 o'clock to 4 o'clock, within 8 inch	M2
	1,050.0	TB	Tap Break-in/Hammer at 12 o'clock, dia/height: 15inch	
	1,070.0	TB	Tap Break-in/Hammer at 2 o'clock, dia/height: 18inch	
	1,083.0	DSZ	Deposits Settled Other, 15% of cross sectional area from 4 o'clock to 8 o'clock / Debris	M3
	1,178.0	MGO	Miscellaneous General Observation / Mh	
	1,198.0	TBI	Tap Break-In Intruding at 9 o'clock, dia/height: 36inch, intruding: 12inch	M3
	1,410.0	S04 LR	Line Right, change to: 25%, Start	
	1,575.0	F04 LR	Line Right, change to: 25%, Finish	M4
	1,850.0	S05 IW	Infiltration Weeper from 3 o'clock to 5 o'clock, Start	2_03
	1,873.0	F05 IW	Infiltration Weeper from 3 o'clock to 5 o'clock, Finish	M2 2_04
	1,937.0	MGO	Miscellaneous General Observation / Mh	
	1,946.0	TB	Tap Break-in/Hammer at 10 o'clock, dia/height: 18inch	
	1,975.0	HSV	Hole Soil Visible from 3 o'clock to 4 o'clock	S5 2_05
	2,015.0	HSV	Hole Soil Visible from 3 o'clock to 4 o'clock	S5 2_06
	2,035.0	DFBI	Deformed Flexible Bulging Inverse Curvature, change to: 5% from 2 o'clock to 4 o'clock	S5 2_07
	2,036.0	HSV	Hole Soil Visible from 2 o'clock to 4 o'clock	S5 2_08
	2,046.0	HSV	Hole Soil Visible from 2 o'clock to 4 o'clock	S5 2_09

Inspection report

Date: 10/27/2023	Work Order:	Weather: Dry	Surveyed By: Alec Roberts	Certificate Number: U-0219-07030459	Pipe Segment Ref.: 10/27/2023 7:11:50 AM
Year laid:	Pre-cleaning: Not Known	Direction: Upstream	Pipe Joint Length:	Total Length: 2873.00 '	Length Surveyed: 2873.00 '

1:6434	Distance	Code	Observation	Grade	
	2,053.0	HSV	Hole Soil Visible from 2 o'clock to 4 o'clock	S5	2_10
	2,067.0	TF	Tap Factory Made at 11 o'clock, dia/height: 42inch		
	2,363.0	HSV	Hole Soil Visible from 8 o'clock to 9 o'clock	S5	2_11
	2,436.0	HSV	Hole Soil Visible from 8 o'clock to 9 o'clock	S5	2_12
	2,466.0	HSV	Hole Soil Visible from 3 o'clock to 4 o'clock	S5	2_13
	2,513.0	SZ	Surface Other from 3 o'clock to 5 o'clock / Corrigation separating		2_14
	2,580.0	TB	Tap Break-in/Hammer at 10 o'clock, dia/height: 18inch		
	2,586.0	S06 SCP	Surface Damage Corrosion from 3 o'clock to 5 o'clock, Start		2_15
	2,586.0	S07 SCP	Surface Damage Corrosion from 7 o'clock to 9 o'clock, Start		
	2,601.0	MSC	Miscellaneous Shape or Size Change		
	2,669.0	MSC	Miscellaneous Shape or Size Change		
	2,762.0	TBD	Tap Break-In Defective at 9 o'clock, dia/height: 36inch	M3	
	2,762.0	IR	Infiltration Runner from 4 o'clock to 5 o'clock	M4	2_16
	2,818.0	S08 HSV	Hole Soil Visible from 7 o'clock to 9 o'clock, Start		2_17
	2,823.0	S09 HSV	Hole Soil Visible from 3 o'clock to 5 o'clock, Start		2_18
	2,873.0	F06 SCP	Surface Damage Corrosion from 3 o'clock to 5 o'clock, Finish	S3	2_19
	2,873.0	F07 SCP	Surface Damage Corrosion from 7 o'clock to 9 o'clock, Finish	S3	2_20
	2,873.0	F08 HSV	Hole Soil Visible from 7 o'clock to 9 o'clock, Finish	S5	2_21
	2,873.0	F09 HSV	Hole Soil Visible from 3 o'clock to 5 o'clock, Finish	S5	2_22
	2,873.0	AEP	End of Pipe / U/S		

QSR	QMR	SPR	MPR	OPR	SPRI	MPRI	OPRI
5E3Y	4K33	549.0	367.0	916.0	3.4	3.0	3.2

Section Pictures - 10/27/2023 - 10/27/2023 7:11:50 AM

City La Jolla	Street Gilman Dr	Date 10/27/2023	Lateral Segment Reference 10/27/2023 7:11:50 AM	Section No. 1
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0.00ft
End of Pipe / D/S



0.00ft
Water Level, 10% of the vertical dimension



75.00ft
Deposits Settled Other, 10% of cross sectional area from 4 o'clock to 8 o'clock / Debris



152.00ft
Deposits Settled Other, 10% of cross sectional area from 4 o'clock to 8 o'clock / Debris

Section Pictures - 10/27/2023 - 10/27/2023 7:11:50 AM

City La Jolla	Street Gilman Dr	Date 10/27/2023	Lateral Segment Reference 10/27/2023 7:11:50 AM	Section No. 1
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243.00ft
Deposits Settled Fine, 10% of cross sectional area from 5 o'clock to 7 o'clock, Start



2_01

487.00ft
Deposits Settled Fine, 10% of cross sectional area from 5 o'clock to 7 o'clock, Finish



487.00ft
Infiltration Weeper from 3 o'clock to 5 o'clock



518.00ft
Miscellaneous General Observation / Mh

Section Pictures - 10/27/2023 - 10/27/2023 7:11:50 AM

City	Street	Date	Lateral Segment Reference	Section No.
La Jolla	Gilman Dr	10/27/2023	10/27/2023 7:11:50 AM	1



544.00ft
Tap Break-in/Hammer at 11 o'clock,
dia/height: 42inch



628.00ft
Line Right, change to: 25%, Start



758.00ft
Line Right, change to: 25%, Finish



758.00ft
Tap Factory Made at 11 o'clock,
dia/height: 18inch

Section Pictures - 10/27/2023 - 10/27/2023 7:11:50 AM

City La Jolla	Street Gilman Dr	Date 10/27/2023	Lateral Segment Reference 10/27/2023 7:11:50 AM	Section No. 1
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758.00ft
Deformed Flexible Elliptical, change to:
10%, Start



850.00ft
Miscellaneous General Observation / Wall
falling off



2_02

855.00ft
Miscellaneous General Observation / Wall
falling off



2_02

855.00ft
Deformed Flexible Elliptical, change to:
10%, Finish

Section Pictures - 10/27/2023 - 10/27/2023 7:11:50 AM

City La Jolla	Street Gilman Dr	Date 10/27/2023	Lateral Segment Reference 10/27/2023 7:11:50 AM	Section No. 1
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855.00ft
Deposits Settled Other, 10% of cross sectional area from 4 o'clock to 8 o'clock / Debris



1_04

1007.00ft
Infiltration Weeper from 8 o'clock to 4 o'clock, within 8 inch



1050.00ft
Tap Break-in/Hammer at 12 o'clock, dia/height: 15inch



1070.00ft
Tap Break-in/Hammer at 2 o'clock, dia/height: 18inch

Section Pictures - 10/27/2023 - 10/27/2023 7:11:50 AM

City La Jolla	Street Gilman Dr	Date 10/27/2023	Lateral Segment Reference 10/27/2023 7:11:50 AM	Section No. 1
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1083.00ft
Deposits Settled Other, 15% of cross sectional area from 4 o'clock to 8 o'clock / Debris



1178.00ft
Miscellaneous General Observation / Mh



1198.00ft
Tap Break-In Intruding at 9 o'clock, dia/height: 36inch, intruding: 12inch



1410.00ft
Line Right, change to: 25%, Start

Section Pictures - 10/27/2023 - 10/27/2023 7:11:50 AM

City La Jolla	Street Gilman Dr	Date 10/27/2023	Lateral Segment Reference 10/27/2023 7:11:50 AM	Section No. 1
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1575.00ft
Line Right, change to: 25%, Finish



2_03

1850.00ft
Infiltration Weeper from 3 o'clock to 5 o'clock, Start



2_04

1873.00ft
Infiltration Weeper from 3 o'clock to 5 o'clock, Finish



1937.00ft
Miscellaneous General Observation / Mh

Section Pictures - 10/27/2023 - 10/27/2023 7:11:50 AM

City	Street	Date	Lateral Segment Reference	Section No.
La Jolla	Gilman Dr	10/27/2023	10/27/2023 7:11:50 AM	1



1946.00ft
Tap Break-in/Hammer at 10 o'clock,
dia/height: 18inch



2_05

1975.00ft
Hole Soil Visible from 3 o'clock to 4
o'clock



2_06

2015.00ft
Hole Soil Visible from 3 o'clock to 4
o'clock



2_07

2035.00ft
Deformed Flexible Bulging Inverse
Curvature, change to: 5% from 2 o'clock
to 4 o'clock

Section Pictures - 10/27/2023 - 10/27/2023 7:11:50 AM

City La Jolla	Street Gilman Dr	Date 10/27/2023	Lateral Segment Reference 10/27/2023 7:11:50 AM	Section No. 1
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2_08

2036.00ft
Hole Soil Visible from 2 o'clock to 4 o'clock



2_09

2046.00ft
Hole Soil Visible from 2 o'clock to 4 o'clock



2_10

2053.00ft
Hole Soil Visible from 2 o'clock to 4 o'clock



2067.00ft
Tap Factory Made at 11 o'clock,
dia/height: 42inch

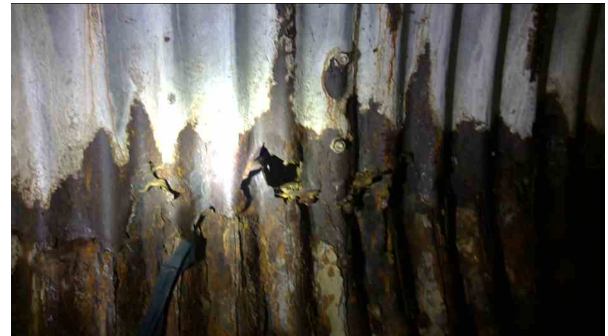
Section Pictures - 10/27/2023 - 10/27/2023 7:11:50 AM

City La Jolla	Street Gilman Dr	Date 10/27/2023	Lateral Segment Reference 10/27/2023 7:11:50 AM	Section No. 1
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2_11

2363.00ft
Hole Soil Visible from 8 o'clock to 9 o'clock



2_12

2436.00ft
Hole Soil Visible from 8 o'clock to 9 o'clock



2_13

2466.00ft
Hole Soil Visible from 3 o'clock to 4 o'clock



2_14

2513.00ft
Surface Other from 3 o'clock to 5 o'clock /
Corrigration separating

Section Pictures - 10/27/2023 - 10/27/2023 7:11:50 AM

City	Street	Date	Lateral Segment Reference	Section No.
La Jolla	Gilman Dr	10/27/2023	10/27/2023 7:11:50 AM	1



2580.00ft
Tap Break-in/Hammer at 10 o'clock,
dia/height: 18inch



[2_15](#)

2586.00ft
Surface Damage Corrosion from 3 o'clock
to 5 o'clock, Start



[2_15](#)

2586.00ft
Surface Damage Corrosion from 7 o'clock
to 9 o'clock, Start



2601.00ft
Miscellaneous Shape or Size Change

Section Pictures - 10/27/2023 - 10/27/2023 7:11:50 AM

City La Jolla	Street Gilman Dr	Date 10/27/2023	Lateral Segment Reference 10/27/2023 7:11:50 AM	Section No. 1
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2669.00ft
Miscellaneous Shape or Size Change



2762.00ft
Tap Break-In Defective at 9 o'clock,
dia/height: 36inch



2_16

2762.00ft
Infiltration Runnel from 4 o'clock to 5
o'clock



2_17

2818.00ft
Hole Soil Visible from 7 o'clock to 9
o'clock, Start

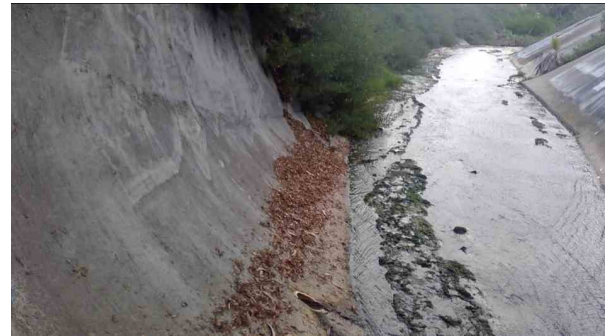
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City	Street	Date	Lateral Segment Reference	Section No.
La Jolla	Gilman Dr	10/27/2023	10/27/2023 7:11:50 AM	1



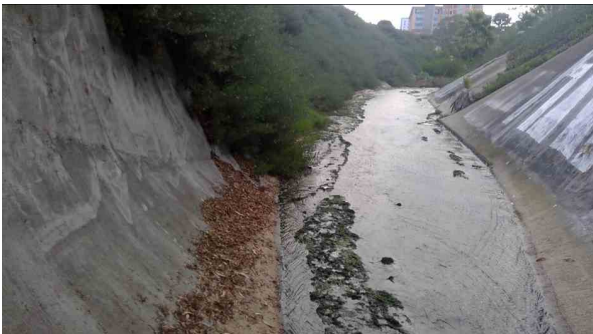
2_18

2823.00ft
Hole Soil Visible from 3 o'clock to 5 o'clock, Start



2_19

2873.00ft
Surface Damage Corrosion from 3 o'clock to 5 o'clock, Finish



2_20

2873.00ft
Surface Damage Corrosion from 7 o'clock to 9 o'clock, Finish

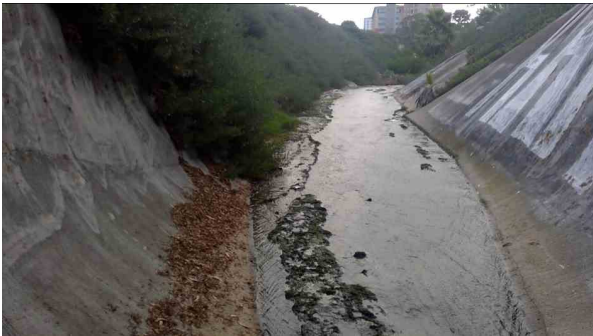


2_21

2873.00ft
Hole Soil Visible from 7 o'clock to 9 o'clock, Finish

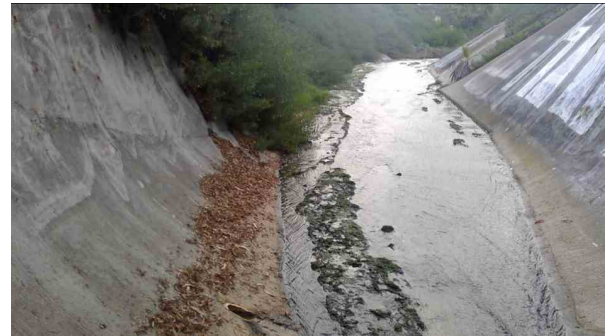
Section Pictures - 10/27/2023 - 10/27/2023 7:11:50 AM

City La Jolla	Street Gilman Dr	Date 10/27/2023	Lateral Segment Reference 10/27/2023 7:11:50 AM	Section No. 1
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2_22

2873.00ft
Hole Soil Visible from 3 o'clock to 5
o'clock, Finish



2873.00ft
End of Pipe / U/S

DOWNSTREAMSERVICES.COM



2855 Progress Place
Escondido CA 92029

Toll Free 800.262.0999
Local 760.746.2544
Fax 760.746.2667

info@downstreamservices.com

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DownStream
Services, Inc.

REQUEST FOR SOLE SOURCE CERTIFICATION

Section 1 - General Information

Project Type: ☒ Public Works Construction ☐ Professional Consultant (A&E)

Project Name: Villa La Jolla Drainage System Emergency

Name of Requestor: George Ghossain Title: Deputy Director Phone: 619-533-4397

Signature of Requestor:  Date: 4/17/2024

City Project Manager: Jeff Cramoline Phone: 619-533-3156

Section 2 - Contract Information

Selected Contractor/Consultant: Orion Construction Corporation

Contact Name: Jason Danks Title: Vice President

Phone: 760-597-9660 Email: jason.danks@orionconstruction.com

Amount of Contract (Not-to-Exceed): \$14,000,000.00

Anticipated Start Date: 01/09/2024

Amount of Time to Complete Work: 495 ☒ Working Days (Construction) ☐ Months (A&E)

Section 3 - Justification

This request meets at least one of the following criteria (check all that apply) confirming why strict compliance with a competitive process would be unavailing or would not produce an advantage, and why soliciting bids or proposals would therefore be undesirable, impractical, or impossible (SDMC §22.3016 (a)). **A detailed memo from a Deputy Director (or higher) of the Department making the request must accompany the sole source certification submittal.**

- ☐ Beyond Staff Capabilities: Scope of work is urgent in nature and beyond the capabilities of City staff. Approval from Human Resources (HR) will be needed prior to the award of a contract.
- ☒ Emergency: It has been determined that the nature of this work is of utmost urgency because the public interest or necessity demands the immediate expenditure of public money to safeguard life, health, or property due to extraordinary fire, flood, storm, epidemic or other disaster. **(Must comply with SDMC §22.3108 and will require ratification at City Council. Detailed memo from City Engineer must also be included).**
- ☐ Limited Competition: Attempts were made to find at least one other source to no avail. Supporting documentation required to be attached herein.

- ☐ Limited Availability of Time City received a grant or loan where not enough time for a formal procurement is available or other project time restrictions exist.
- ☐ One-of-a-kind: The request requires a special skill, ability, or expertise linked to the current project that cannot be provided by another contractor or consultant.
- ☐ Other: Other compelling reasons not covered here but included in justification memo.

Purchasing & Contracting Review

Based on review of this request, the Public Works Division of Purchasing & Contracting recommends the following:

- ☒ **Recommend Approve Request.** Information contained within this request and accompanying memo from Department meet the requirements outlined in SDMC §22.3016 (a).

If the NTE amount or estimated completion date, as listed in Section 2, needs to be increased, a revision to sole source request must be submitted and approved by the Director of Purchasing & Contracting Department.

- ☐ **Recommend Deny Request.** After reviewing the information provided, I cannot recommend the approval of this request. The reason(s) this request is denied is:

<u>Berric Doringo</u>	Berric Doringo	4/24/2024
Signature of Reviewer	Deputy Director, Public Works Division	Date

Purchasing & Contracting, Director Certification

I certify that strict compliance with a competitive process would be unavailing or would not produce an advantage, and that soliciting bids or proposals would therefore be undesirable, impractical or impossible. My decision is based on the information provided in this form and accompanying memorandum.

- ☐ Sole source request is hereby **approved**.
- ☒ Emergency sole source request is hereby **approved**. Memo from City Engineer included.
- ☐ Sole source request is hereby **denied**. Information provided in memorandum did not meet the requirements to justify request.

<u>C. Abarca</u>	May 7, 2024
Claudia C. Abarca, Director	Date

City of San Diego

CONTRACTOR'S NAME: Orion Construction Corporation

ADDRESS: 2185 La Mirada Drive, Vista, CA 92081

TELEPHONE NO.: 760-597-9660

EMAIL: Jason.Danks@orionconstruction.com

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sanidiego.gov

Phone No. (619) 533-4491

J. Cramoline / M. Antwan / K. Ranshaw

CONTRACT DOCUMENTS

FINAL



FOR

EMERGENCY DESIGN AND CONSTRUCTION SERVICES FOR: VILLA LA JOLLA STORM DRAIN SYSTEM EMERGENCY VOLUME 1 of 1

RFQ NO.: **K-22-1985-RFQ-3**

BID NO.: **K-24-2316-EMR-3**

SAP NO. (WBS): **B-24106**

CLIENT DEPARTMENT: **2114**

COUNCIL DISTRICT: **1**

PROJECT TYPE: **CA**

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

5/10/24

Date

Seal:



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CITY OF SAN DIEGO, CALIFORNIA

GENERAL

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 repair and reconstruction of Villa La Jolla Storm Drain System Emergency. Construction will consist of but is not limited to installation of a new cleanout structure for an existing 144-inch corrugated metal pipe (CMP) storm drain. Work will also include lining the 144-inch CMP with reinforced concrete for 500 LF upstream and 500 LF downstream of the new structure. Contractor will procure consultant to provide Design and Construction Support services necessary to complete the required work for the project.
- 1.3. This solicitation is for a "Time-and-Materials" contract in accordance with the provisions set forth in 7-3.7, "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 2-8, "EXTRA WORK" of The GREENBOOK and WHITEBOOK and as modified by the Supplementary Special Provisions.
- 1.5. The Design-Builder agrees to provide the required services for the terms and conditions noted in this contract and its exhibits. The agreement and other terms and conditions are included in this Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 1.6. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity. It is the responsibility of the Design-Build entity to obtain the required legal advice necessary to resolve such matters.

2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 2.1. **Prior** to the Award of the Contract or each Task Order, the Contractor must comply with the following registration requirements:
 - 2.1.1. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). **Contractor and Subcontractor Registration Requirements** for compliance with those requirements are outlined in paragraph 7.9 of these "General Instructions."

- 2.1.2. In addition, prior to award of the Contract or each Task Order, the Contractor and its Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:

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

- 2.1.3. 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. **EQUAL OPPORTUNITY:** For the City's Equal Opportunity Program requirements, see Equal Opportunity Contracting Program included in this document and Exhibit K - Forms.

- 3.1. The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.

3.2. **Design-Builder's Work Force**

- 3.2.1. The Design-Builders shall submit with its Proposal a Work Force Report (EOC Form BB05) and prior to award of contract, the successful Design-Builder shall submit to the City's EOCP office an updated Work Force Report or an Equal Employment Opportunity (EEO) Plan.

- 3.2.2. If under representations are noted in the Work Force Report when compared to County Labor Force Availability data, the Design-Builder shall submit an Equal Opportunity Plan. Any Equal Employment Opportunity Plan submitted shall include the elements as outlined in the EOCP Requirements included in The WHITEBOOK.

- 3.2.3. The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

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

4. **CONTRACT TIME:** The Work shall be completed within **495 Working Days** from the date of issuance of the Notice to Proceed. Design shall be completed concurrent with construction.

5. **CONTRACT PRICE:** The Engineer's Estimate of the Contract Price is **\$13,000,000**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the City that sufficient additional funding has been secured.

6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**

- 7. PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

7.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

7.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. 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.

7.1.2. 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 of this Contract, such wage rate shall apply to the balance of the Contract.

7.2. 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.

7.3. 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.

7.3.1. Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

7.4. Apprentices. Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

7.5. Working Hours. Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors 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.

7.6. 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.

7.7. 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."

7.8. 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 Prevailing Wage Unit at 858-627-3200.

7.9. 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 or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified

to perform public work pursuant to Labor Code section 1725.5. It 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.

7.9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

7.9.2. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

7.10. Stop Order. For Contractor or its subcontractors 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 contractors 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.

7.11. List of All Subcontractors. The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.

7.12. 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:

7.12.1. Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)

7.12.2. 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. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

- 7.12.3.** List of all Subcontractors. The 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 7.11. above. (Labor code section 1773.3).

- 8. 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") http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 8 (CA MUTCD Rev 8) https://dot.ca.gov/programs/safety-programs/camutcd	2014	ECPD032324-07
NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/ *Electronic updates to the Standard Drawings may also be found in the link above		

9. INSURANCE REQUIREMENTS:

- 9.1.** 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.
- 9.2.** Refer to sections within 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

10. SUBCONTRACTOR INFORMATION:

10.1. LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who 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 state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed 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 may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - Section 3-2, "SELF-PERFORMANCE", 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 for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor - regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

10.2. LISTING OF SUPPLIERS. Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

11. SUBMITTAL OF "OR EQUAL" ITEMS: See 4-6, "TRADE NAMES" in The WHITEBOOK and as amended in the SSP.

- 12. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to the GREENBOOK and Special Provisions Section 3-2, "SELF-PERFORMANCE" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements shall render the Bid non-responsive and ineligible for award.
- 13. PLANS AND SPECIFICATIONS:** When provided by the City, questions about the meaning or intent of the Contract Documents relating to the scope of Work and technical nature shall be directed to the City's Project Manager prior to commencement of work. Interpretations or clarifications considered necessary by the City in response to such questions will be issued in writing. Oral and other interpretations or clarifications will be without legal effect. Any questions related to this proposal shall be addressed to the Purchasing & Contracting Department, Public Works Division, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101, Telephone No. (619) 533-3450.
- 14. 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.
- 15. PROPOSAL FORMS:** The signature of each person signing may be in longhand or in electronic format as specified by the City. 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.
- 15.1.** The Bidder, by submitting electronically, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this contract are true and correct.
- 16. 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 proposal shall be the sole responsibility of the Contractor.
- 17. AWARD OF CONTRACT OR REJECTION OF PROPOSALS:**
- 17.1.** This contract may be awarded to a contractor selected from the City's as-needed emergency contractors list or may be awarded to another contractor in case the list of available emergency contractors list is exhausted.
- 17.2.** The City reserves the right to reject the proposal from the emergency list-selected contractor and request a proposal from the next contractor on the list when such rejection is in the best interests of the City.
- 18. 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 1-7.2, "Contract Bonds" and 5-4, "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 or in the case the emergency contractor's list is exhausted to any other responsive contractor on a sole-source basis who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

- 19. 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 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", 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.
- 20. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 20.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 20.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 20.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - 20.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 20.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - 20.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 20.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 21. DESIGN SUBMITTALS:** The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by the Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.

- 22. WRITTEN AUTHORIZATION:** Prior to performing any Professional Services in connection with the Project, the Contractor shall obtain from the City a written authorization to proceed. Further, throughout the term of this Contract, the Contractor shall immediately advise the City in writing of any anticipated change in the scope of services **Section 1 - Description of Work**, or Time Schedule **Section 4 - Contract Time**, and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Contractor from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

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

This Emergency Design and Construction Services Agreement (Agreement) is made and entered between THE CITY OF SAN DIEGO, herein called "City" and **ORION CONSTRUCTION CORPORATION** herein called "Contractor", for the purpose of designing (when required) and performing emergency construction services for **Villa La Jolla Storm Drain System Emergency**, Bid No. **K-24-2316-EMR-3**, in the amount of **THIRTEEN MILLION DOLLARS (\$13,000,000.00)** consisting of an amount not to exceed of **\$800,000.00** for Phase I and **\$12,200,000.00** for Phase II 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 Section 1, Description of Work.
- B. The City desires to contract with a single entity for Emergency Construction Services, as set forth in this agreement.
- C. The City had previously issued a Request for Qualifications (RFQ), via **RFQ K-22-1985-RFQ-3**, for on-call emergency construction services.
- D. In accordance with this RFQ, Contractors submitted Statements of Qualifications (SOQ) for these services from which the City established a pre-qualified list of the most highly qualified contractors to perform emergency construction services as directed by the City.
- E. In accordance with said 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 with 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 design and construction services required as specified in the Scope of 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.
- H. Phased Funding Schedule Agreement.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

AGREEMENT

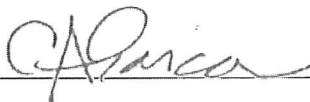
- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- C. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- D. 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.
- E. This agreement incorporates the Standard Specifications for Public Works Construction (The 2021 GREENBOOK), including those amendments set forth in the City of San Diego Supplement (The 2021 WHITEBOOK). All changes, additions, or both are stated herein and all other provisions remain unchanged.
- F. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See Equal Opportunity Contracting Program included in this document.
- G. 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.
- H. The Contractor shall ensure that all Subcontractors 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 §22.3004.
- I. 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.
- J. This contract is effective as of the date the City issued the Contractor a written notice to proceed (NTP), or the date of the last sigriatory below, whichever occurred first.
- K. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the allowed number of Working Days from the NTP as specified in the Notice of Award, 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 of Award.

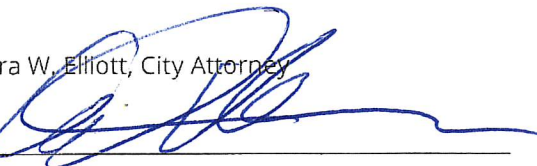
- L. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination 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.
- M. Prior to NTP or as required by the City, the Contractor shall:
 - 1. 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
 - 2. Obtain the required insurance in accordance with 5-4, "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

By 

Mara W. Elliott, City Attorney
By 

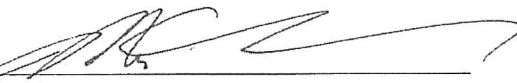
Print Name: Claudia C. Abarca
Director
Purchasing & Contracting Department

Print Name: ADA WANDEN
Deputy City Attorney

Date: October 24, 2024

Date: 11/7/24

CONTRACTOR

By 

Print Name: Mark Dowsing

Title: President

Date: 10/02/024

City of San Diego License No.: B1992002970

State Contractor's License No. : 549309

PERFORMANCE BOND, 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 \$13,000,000.00
(Thirteen Million and 00/100 Dollars) for the faithful performance of the
annexed contract, and in the sum of \$13,000,000.00 (Thirteen Million and 00/100 Dollars) for the benefit
of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

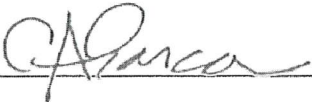
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

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

THE CITY OF SAN DIEGO

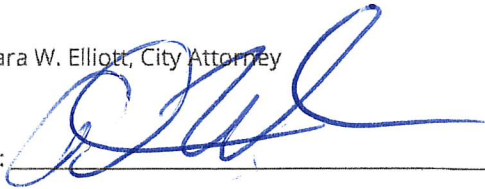
By: 

Print Name: Claudia C. Abarca
Director
Purchasing & Contracting Department

Date: October 24, 2024

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

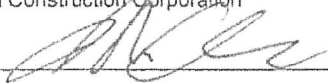
By: 

Print Name: ADAM WILSON
Deputy City Attorney

Date: 11/7/24

CONTRACTOR

Orion Construction Corporation

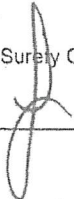
By: 

Print Name: Mark Dowsing, President

Date: 8/22/24

SURETY

Western Surety Company

By: 

Print Name: Lawrence F. McMahon

Date: August 20, 2024

1455 Frazee Road, Suite 300, San Diego, CA 92108
Local Address of Surety

(619) 682-3510
Local Phone Number of Surety

\$89,070.00 SUBJECT TO ADJUSTMENT BASED
ON FINAL CONTRACT PRICE
Premium

30221682
Bond Number

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

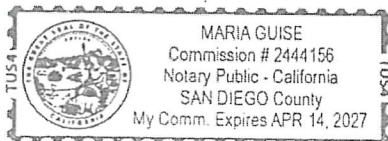
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Diego)
 On AUG 20 2024 before me, Maria Guise, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Lawrence F. McMahon
 Name(s) of Signer(s)

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

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 [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: Surety Company

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

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, Sarah Myers, Janice Martin, Christopher J Conte, Lilia De Loera,
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 16th day of July, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

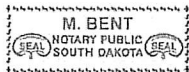
State of South Dakota }
County of Minnehaha }

ss

On this 16th day of July, 2021, 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

March 2, 2026



M. Bent, 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 20th day of August, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Diego)

On 8/22/24 before me, Christine M. Lant, Notary Public,
(here insert name and title of the officer)

personally appeared Mark Dowling

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

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 Christine M. Lant

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Performance Bond, Labor and Materialmen's Bond containing 5 pages, and dated August 22, 2024.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____ Title(s) _____

☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # 22 Entry # 1

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

1. This document sets forth the following specifications:
 - a) The City's general EOCP requirements for all Construction Contracts.
 - b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
2. Additional requirements may apply for state or federally funded projects.
3. These requirements shall be included as Contract provisions for all Subcontracts.
4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: <http://www.sandiego.gov/eoc/forms/index.shtml>

B. GENERAL.

1. The City of San Diego promotes equal employment and subcontracting opportunities.
2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
3. The City encourages all companies seeking to do business with the City to share this commitment.

C. DEFINITIONS.

1. For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
2. The following definitions apply:
 - a) **Emerging Business Enterprise (EBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.

- b) **Emerging Local Business Enterprise (ELBE)** - A Local Business Enterprise that is also an Emerging Business Enterprise.
- c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) **Disabled Veteran Business Enterprise (DVBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) **Other Business Enterprise (OBE)** - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) **Small Business Enterprise (SBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

- i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

- a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

- b) **Disclosure of Discrimination Complaints.** As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.
- d) You further agree 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. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree 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. You, your Subcontractors, and Suppliers shall comply with the City's Equal

Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

You shall include the foregoing clause in all Contracts between you and your 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 to the City for approval as specified in the Notice of Intent to Award letter.
3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
 - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
 - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
 - e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.
 - f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.

- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain 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.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that 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.

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.
2. For Subcontractor participation level requirements, see the Contract Documents where applicable.

3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.
3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from

the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.

4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
 - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or its duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
 - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
 - v. When you demonstrate to the City or its duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.
 - vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or

Supplier is substantially delaying or disrupting the progress of the Work.

- viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
 - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
 - b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
 - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J.

PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

K.

CERTIFICATION.

1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
 - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
 - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
 - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
 - d) Current certification by the City of Los Angeles as DBE, WBE, or MBE.
 - e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

L.

CONTRACT RECORDS AND REPORTS.

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.

3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.

A. GENERAL.

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe>
7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

B.

DEFINITIONS.

1. The following definitions shall be used in conjunction with these specifications:

- a) **Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
- b) **Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

- c) **Good Faith Efforts (GFE)** – Documentation of the Bidder's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.
- d) **Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** – An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) **Local Business Enterprise (“LBE”)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** – A firm that has been approved and is an active participant in the City’s Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** – No less than 25% of a firm’s total number of employees are domiciled in San Diego County.

C. SUBCONTRACTOR PARTICIPATION.

1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE-ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
 - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
 - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
 - ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or

other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.

- iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
 - i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
 - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.
 - iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
 - iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.

- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

1. Contracts valued at \$1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
2. Contracts Valued over \$1,000,000 and under \$1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - a) 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
 - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
 - d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
 - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.

3. Contracts valued over \$500,000 up to \$1,000,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
4. Contracts valued at \$500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
 - a) Detailed explanation of the financial contribution for each partner.
 - b) List of personnel and equipment used by each partner.
 - c) Detailed breakdown of the responsibilities of each partner.
 - d) Explanation of how the profits and losses will be distributed.
 - e) Description of the bonding capacity of each partner.
 - f) Management or incentive fees available for any one of the partners (if any).
4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.

6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
 - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
 - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
 - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
 - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

F. MAINTAINING PARTICIPATION LEVELS.

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal "Six Good Faith Efforts" model.

2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City's Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
 - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
 - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance of the City's EOC Office and the SLBE-ELBE Directory.
 - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

H. GOOD FAITH EFFORT DOCUMENTATION.

1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL." The instructions for completing the good faith effort submittal can be found on the City's website:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>

I. SUBCONTRACTOR SUBSTITUTION.

1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment.

Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

K. RESOURCES.

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:

<http://www.sandiego.gov/eoc/programs/slbe>

EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

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

EXHIBIT B

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act", of the project specifications, and that:

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

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

EXHIBIT D

EQUAL BENEFITS ORDINANCE CERTIFICATION

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

EXHIBIT E

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION)
COMPLIANCE (CARB)

CONTRACTOR CERTIFICATION

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Exhibit S, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

EXHIBIT F

PRODUCT ENDORSEMENT

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

EXHIBIT G

AFFIDAVIT OF DISPOSAL

AFFIDAVIT OF DISPOSAL

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

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

Villa La Jolla Storm Drain System Emergency

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-24-2316-EMR-3**; SAP No. (WBS) **B-24106**; 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 _____, _____.

_____ Contractor

by

ATTEST:

State of _____

County of _____

On this _____ DAY OF _____, 2_____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____ known to me to be the _____ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

EXHIBIT H

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

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

State of California

County of San Diego

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

EXHIBIT I

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- ☒ 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 Mark Dowsing Title President

Name

Signature

Date 10/2/24

USE ADDITIONAL FORMS AS NECESSARY

EXHIBIT J

MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Orion Construction Corporation		N/A	
Street Address	City	State	Zip
2185 La Mirada Drive	Vista	CA	92081
Contact Person, Title		Phone	Fax
Mark Dowsing, President		(760) 597-9660	(760) 597-9661

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Richard Dowsing	Chief Executive Officer
City and State of Residence	Employer (if different than Bidder/Proposer)
Encinitas, CA	
Interest in the transaction	
100%	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

* Use Additional Pages if Necessary *

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Mark Dowsing, President

Print Name, Title



Signature

10/2/24

Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

EXHIBIT K

FORMS

LIST OF SUBCONTRACTORS

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the GREENBOOK and Special Provisions Section 3-2, "SELF-PERFORMANCE", which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Ninyo & Moore</u> Address: <u>5710 Ruffin Road</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>(858) 576-1000 x11227</u> Email: <u>wmorrison@ninyoandmoore.com</u>	Designer	C1400848	697063	Geotechnical Investigation	\$68,600.00	OBE	CA	N/A
Name: <u>Horrocks LLC</u> Address: <u>3111 Camino Del Rio North, Suite 550</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92108</u> Phone: <u>(619) 510-4560</u> Email: <u>jacob.hoffman@horrocks.com</u>	Designer	N/A	N/A	Engineers	NTE \$50,280.00	OBE	CA	N/A

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		
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.

Form AA35 - List of Subcontractors

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____		N/A				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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		
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.

Form AA40 - Named Equipment/Material Supplier List

DEBARMENT AND SUSPENSION CERTIFICATION

EFFECT OF DEBARMENT OR SUSPENSION

To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): *Bidders and contractors who have been debarred or suspended are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving contract awards, executing contracts, participating as a subcontractor, employee, agent or representative of another person contracting with the City.*

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 Names of the Principal Individual owner(s)

The names of all persons interested in the foregoing proposal as Principals are as follows:

NAME	TITLE
Richard Dowsing	Chief Executive Officer
Mark Dowsing	President
Nicole Dowsing	Treasurer

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

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Orion Construction Corporation

Certified By Mark Dowsing Title President
 Name _____
 _____ Date 10/2/24
 Signature

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

Names of the Principal individual owner(s)
FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Ninyo & Moore	Avram Ninyo- Principal

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Horrocks LLC	Jacob Hoffman- Senior Structural Engineer

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: Orion Construction Corporation

Certified By Mark Dowsing Title President


 Name
 Signature

Date 10/2/24

USE ADDITIONAL FORMS AS NECESSARY

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: ☒ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Orion Construction Corporation

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 2185 La Mirada Drive

City: Vista County: San Diego State: CA Zip: 92081

Telephone Number: (760) 597-9660 Fax Number: (760) 597-9661

Name of Company CEO: Richard Dowsing

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: General Contractor Type of License: A & B

The Company has appointed: Richard Dowsing

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 2185 La Mirada Drive, Vista, CA 92081

Telephone Number: (760) 597-9660 Fax Number: (760) 597-9661 Email: richard.dowsing@orionconstruction.com

☐ One San Diego County (or Most Local County) Work Force - Mandatory

☐ Branch Work Force *

☐ Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Orion Construction Corporation

(Firm Name)

San Diego

CA

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this

02 day of October, 2024

Erika Aparicio
(Authorized Signature)

Erika Aparicio

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Orion Construction Corporation

DATE: 7/18/2024

OFFICE(S) or BRANCH(ES): 2185 La Mirada Drive, Vista, CA 92081

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial					1	2					3			
Professional														
A&E, Science, Computer	1		3								8	2		
Technical														
Sales														
Administrative Support			2	3							1			
Services														
Crafts														
Operative Workers														
Transportation		1	6	1							4			
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1	1	11	4	1	2					15	3		
--------------------	---	---	----	---	---	---	--	--	--	--	----	---	--	--

Grand Total All Employees

38

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT - Page 3

NAME OF FIRM: Orion Construction Corporation

DATE: 7/18/2024

OFFICE(S) or BRANCH(ES): 2185 La Mirada Drive, Vista, CA 92081

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers			39	1							13			
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators			18								14			
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column			57	1							27			
--------------------	--	--	----	---	--	--	--	--	--	--	----	--	--	--

Grand Total All Employees

85

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1,3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases

² Branch Work Force *

³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers

Business Operations Specialists

Financial Specialists

Operations Specialties Managers

Other Management Occupations

Top Executives

Professional

Art and Design Workers

Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers

Health Diagnosing and Treating Practitioners

Lawyers, Judges, and Related Workers

Librarians, Curators, and Archivists

Life Scientists

Media and Communication Workers

Other Teachers and Instructors

Postsecondary Teachers

Primary, Secondary, and Special Education School Teachers

Religious Workers

Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers

Computer Specialists

Engineers

Mathematical Science Occupations

Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians

Health Technologists and Technicians

Life, Physical, and Social Science Technicians

Media and Communication Equipment Workers

Sales

Other Sales and Related Workers

Retail Sales Workers

Sales Representatives, Services

Sales Representatives, Wholesale and Manufacturing

Supervisors, Sales Workers

Administrative Support

Financial Clerks

Information and Record Clerks

Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers

Other Education, Training, and Library Occupations

Other Office and Administrative Support Workers

Secretaries and Administrative Assistants

Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers

Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers

Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons

Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers

Floor Layers, except Carpet, Wood and Hard Tiles

Floor Sanders and Finishers

Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers

Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers

Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction

Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters

Carpenters

Electricians

Painters, Paperhangers, Plasterers and Stucco

Pipelayers, Plumbers, Pipefitters and Steamfitters

Roofers

All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers

Mechanical Door Repairers

Control and Valve Installers and Repairers

Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators

Pile-Driver Operators

Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance

Paperhangers

Pipelayers and Plumbers

Pipelayers

Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers

Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

EXHIBIT L

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.
 - b) General Provisions (B) for Design-Build and Multiple Award Construction Contracts.

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK":

To Item 47, "Holiday", ADD the following:

Holiday	Observed On
Juneteenth	June 19

To Item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

Normal Working Hours: Normal Working Hours shall be **7:00 AM to 3:30 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

SECTION 2 - SCOPE OF THE WORK

2-8 EXTRA WORK. To the WHITEBOOK, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. Compensation for "Time-and-Material" emergency Contracts:
 - a. Standardize labor rates for emergency projects shall be paid at California State prevailing wage rates plus 50% total markup.
 - i. The 50% total markup shall include all profit, overhead, fringe benefits, and any other labor surcharge.
 - ii. Hourly rate for Foreman shall be determined from California State prevailing wage rate for Operator Group 8 plus \$10/hr.

- iii. Hourly rate for Superintendent shall be determined by adding 15% to the Foreman's hourly rate.
- iv. Subcontractor specialty work that has been identified as an overwhelming majority of the contract value and approved by the City, at the City's sole discretion, prior to commencement of said work shall be allowed a 10% markup by the prime contractor.
- b. Contractor shall submit separate hourly compensation rates for Project Manager as set forth in Exhibit XX. The contractor shall submit summary of work associated with the invoiced hours for the Project Manager for Resident Engineer's verification of work done off site.
- c. Trucks associated with transporting tools and equipment, such as foreman and superintendent, shall be compensated per Caltrans Equipment Rental Rates.

Cost associated with any vehicle for transportation of personnel shall not be compensated.

SECTION 3 – CONTROL OF THE WORK

3-7.6.1 Use of Computer Aided Drafting and Design. Item 1, DELETE in its entirety and SUBSTITUTE the following:

- 1, Use AutoCAD for the preparation of Plans and As-Built drawings in accordance with the City's CADD Standards.

3-10 SURVEYING. To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-10 SURVEYING (DESIGN-BUILD).

3-10.1 General.

- 1. You shall provide all required site layout not specified in this section.
- 2. Unless surveying services are provided by the City, only the Design Firm, not the Contractor, shall be allowed to hire a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California to provide all surveying services needed for the design, and if requested by the City, also for the construction activities required for the completion of the Project. Surveying services include, but are not limited to: land, aerial, topographic and construction.
- 3. If requested by the City, the Design Firm shall submit a letter to the City's Project Manager identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the design and/or construction phase survey services for the Project.

4. Where applicable, notify the City in writing at least 2 Working Days prior to requesting survey services to be provided by the City.
5. The Design Firm is responsible for performing and meeting the accuracy of surveying standards adequate for design and construction through the Design Firm's Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
6. All Survey Services deliverables shall be submitted per the City's CADD Standards and pertinent Public Works Department Engineering Deliverable specifications.
<https://www.sandiego.gov/ecp/edocref/drawings>
7. All Survey Services and deliverables which reveal non-compliance with the requirements of the Construction Documents and standards shall be corrected as deemed necessary by the City at the Design-Builder's expense.
8. Where Survey Services are provided by the City, all construction survey stakes, control points, and other survey related marks shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at the Design-Builder's expense.
9. The City's Land Survey Section (LSS) shall be notified a minimum of 2 Working Days (large projects may require more) before any ground is to be disturbed within the City of San Diego (concrete, asphalt, or dirt). The LSS may need to inspect the site and provide monumentation information.

3-10.2 Monument Perpetuation.

1. Monument Perpetuation, including mark-outs, will be performed by the City Public Works Engineering Support & Technical Services Division's (ES&TS), Land Survey Section (LSS), unless otherwise noted. You are responsible for requesting the coordination of these services.
2. If at any time a monument will be destroyed or covered, such monument shall be perpetuated in accordance with state law. Inform the LSS, via project Resident Engineer, if any monument will be destroyed or covered during any construction activity.

3-10.3 Line and Grade.

1. The Work shall conform to the lines, elevations, and grades shown on the Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the City's PM. In the absence of such report, the Surveyor shall be responsible for any error in the grade of the Work.
2. Grades for underground conduits will be set at the surface of the ground. The Design-Builder shall transfer them to the bottom of the trench.

3-10.4

Topographic and Monument Survey – Preliminary Design.

1. Topographic field survey shall include all existing ground surface topography, fencing, hardscape, utilities, roadway surface, and curb returns within the delineated mapping limit. Monument survey shall include the sufficient collection of existing record survey monuments to perform right-of-way (ROW) analysis along within subject mapping limits.
2. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).
<https://www.nsps.us.com/page/ALTANSPPStandards>
3. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per Record of Survey Map No. 14492 (ROS 14492). It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three-mile radius. Horizontal control measurements shall be collected in conformance with the local standard of practice.
4. Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.
5. All topographic field survey data shall be collected using conventional survey methods utilizing total station instrumentation.
6. Deliverables.
 - a) Horizontal and Vertical Control.
 - i. Completed Calibration sheet as provided indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
 - b) Field Data.
 - i. Data collected as points and break lines to define a proper DTM if requested outside of aerial mapping.
 - ii. Includes utilities collected on surface as required.
 - iii. Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - iv. Includes record monument points.
 - v. Data collector project files.
 - vi. Raw (unedited) data file.
 - vii. Project file.
 - viii. Point comma delimited text file formatted.

- c) Topography.
 - i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) of all field collected survey points.
 - The contours produced from the surface digital terrain model (dtm) shall meet or exceed ASPRS 90 standards where 68% (1σ) of the contours tested fall within $1/3$ contour interval. Any point tested that is more than 3σ out shall be regarded as a blunder. These standards closely parallel the familiar National Map Accuracy Standards.
- d) Records Research.
 - i. All public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
 - City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
 - After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.
- e) Survey Monument Measurements.
 - i. All found monuments located within, or near, the survey limits shall be searched and measured. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e., block corners, Points of Curve etc.) to the next available survey monument past the survey limits.
 - All Monuments found shall be described with details as to what was found along with identifying number.

3-10.5 Monument Search, Field Boundary Survey and Boundary Analysis – Right-of-Way (ROW) Mapping.

1. The monument survey, for each designated site, shall be of sufficient coverage and quality for a Right-of-Way boundary analysis performed and provided in conformance with City CADD standards.
2. Surveyor shall deliver to the City all requested survey information and CADD data, as specified below, upon completion of the Monument Survey and Boundary Analysis.

3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).
<https://www.nspss.us.com/page/ALTANSPPStandards>
4. Field monument survey to be performed and provided in conformance with City CADD standards.
5. Field Measurements shall be collected in conformance the local standard of practice.
6. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet units, per City of San Diego Record of Survey Map No. 14492 (ROS 14492). All Project survey control shall be based upon field-tied measurements to a Horizontal First Order monument as shown on ROS 14492. Where existing First Order monument cannot be recovered or located within a 3-mile radial distance from the project site a Horizontal Second-Order Monument may be used as Project survey basis. The Project vertical control datum shall be based on NGVD29 per benchmarks identified in the City of San Diego Vertical Control Bench Book (Bench Book). All Project benchmarks shall be selected from a common Bench Book source group:
 - a) Benchmarks with elevations updated per U.S.C.G.S adjustment of 1970, identified with an asterisk (*).
 - b) Benchmarks not adjusted per the 1970 adjusted values (non-asterisked identifiers).
7. Deliverables.
 - a) Horizontal and Vertical Control.
 - i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
 - b) Field Data.
 - i. Complete, Correct CADD file in conformance with City CADD Standards and industry standards.
 - Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - Includes Monument points covering the area of work.
 - ii. Data collector project files.
 - Raw (unedited) data file.
 - Project file.
 - Point comma delimited text file.

- c) Records Research.
 - i. If requested, all public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
 - ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
- d) Boundary Ties
 - i. All monuments within the survey limits shall be searched and tied if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e., Block Corners, Points of Curve etc.) to the next available survey monument past the survey limits.
 - All Monuments found shall be described details as to what was found along with identifying number.

3-10.6 Field Monument Survey and Topographic Utility Survey.

1. The right-of-way monumentation survey data shall be provided to the City.
2. Surveyor shall perform a right-of-way monument survey and existing utility survey (locating feature centers). Surveyor shall also collect ground surface topography over any aerial obscured areas.
3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).
<https://www.nsps.us.com/page/ALTANSPPStandards>
4. Field Measurements shall be collected in conformance with the local standard of practice.
5. Project Horizontal and Vertical Control.
 - a) The Horizontal and Vertical Control for this project shall be based on the same datum, basis of bearing, calibration and benchmark as used for the Aerial Survey.
 - b) Horizontal Control Shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per ROS 14492. It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three-mile radius.
 - c) Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.

- d) If adjacent City projects have been found and are included in the research packages, measurements to a minimum of 3 common control or ROW points shall be made for evaluation and consistency between projects. These projects can be used for establishing common horizontal or vertical control, joining or adding to existing data, and/or as an inventory of survey monuments for search purposes.
6. Deliverables.
- a) Horizontal and Vertical Control.
 - i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey. The horizontal and vertical control shall be set by the Surveyor that's issued the first Notice to Proceed.
 - b) Field Data.
 - i. Data collected as points and break lines to define a proper DTM beyond the identified mapping limits if requested.
 - ii. Include utilities collected on surface as required.
 - iii. Include horizontal control points from ROS 14492 to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - iv. Include Monument points covering the area of work.
 - v. Data collector project files.
 - Raw (unedited) data file.
 - Project file.
 - Point data text file in "comma delimited format".
 - vi. CADD File.
 - A digital design file displaying all field work, existing right-of-way monuments, and utility feature data per City CADD standards. The design file shall be complete, correct, and free of duplicate elements.
 - The following data shall be included in the electronic mapping file: Name of Design/Engineering Firm and/or Surveyor doing the project, Company Logo (if available), Name of project, Work order number, Date & Scale.
 - Include right-of-way monument elements.
 - Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.

- c) Topography
 - i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) as a result of the geometry report of the final .ALG file.
 - ii. Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.
- d) Records Research.
 - i. If requested, all public or private records acquired to assist with right-of-way monument collection.
 - ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
 - iii. After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.
- e) Right-of-Way Monument Survey Locations
 - i. All monuments within the survey limits shall be searched and located if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be located to facilitate LSS ROW Mapping (i.e., block corners, points of curve, and etc.).
 - All found survey monuments shall describe the character and identifying reference marks.
 - City survey notes and City drawings can be provided, as applicable.
- f) The appropriate City of San Diego cell library (V8 City existing.cel), font resource file (V8 City font.rsc), color table (V8 City color.tbl), line style (V8 City Line style.rsc), level scheme, and seed file parameters are to be used for placement of all elements in the design files, with strict adherence to "Working Units" and seed file "Global Origin". Base map level schemes are attached. A CD containing the most current version of the above seed files, cell libraries and font resource files will be provided, if needed, upon request.

3-10.7 Construction Survey/Staking.

- 1. Construction staking surveying shall be performed with the standards customarily adhered to by an experienced and competent land surveying firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California.

Where approval by the City is required, it is understood to be general approval only and shall not relieve the Design Firm of their responsibility to comply with all applicable laws, codes, and good consulting practices.

2. Field Measurements shall comply with the local standards of practice. All construction staking with a gradient of less than 1.5% shall be performed by a total station survey instrument. Gradients less than 0.2% shall require a level run prior to construction, and all said services shall be performed by the Surveyor.
3. The following are minimum requirement guidelines for various types of staking:
 - a) Limits of work 50-foot maximum interval.
 - b) Limits of Demolition 50-foot maximum interval.
 - c) Rough grade stakes 50-foot maximum interval.
 - d) Finish grade stakes 50-foot maximum interval.
 - e) Slope staking at 50-foot maximum interval.
 - f) Contour staking @ 50-foot maximum interval.
 - g) Curb stakes with offset to face of curb, and grade to top of curb with 50-foot maximum interval.
 - h) Storm drain at 50-foot maximum interval where grade exceeds 1%.
 - i) Sewer lines at 50-foot maximum interval where grade exceeds 1%.
 - j) Water lines at 50-foot' maximum interval offset to near curb face (no grades – minimum cover).
 - k) Dry utilities at 50-foot maximum interval where grade exceeds 1%.
 - l) Construction staking involving horizontal and vertical curves shall be staked at 25-foot maximum intervals, and further densification for deltas on applicable curb returns and pipe joints.
 - m) Storm Drain inlet stakes shall be on face of curb produced, and on string line grade.
 - n) Walls staked at footing breaks, with station interval of 25-foot maximum intervals.
 - o) Buildings – offsets to outside face of wall.
 - p) Bridge abutments and bents on opposing sides.

3-12.1

General. To the "WHITEBOOK", ADD the following:

3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:
 - a) Every Friday on a weekly basis.
 - b) 1 Working Day prior to each rain event.
 - c) As directed by the Engineer.

If these requirements would require you to sweep on a Holiday or Weekend, then you shall sweep the next available Working Day prior to that Holiday or Weekend.

SECTION 4 - CONTROL OF MATERIALS

ADD:

4-3.6

Preapproved Materials. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-4

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

5-4

INSURANCE.

1. The insurance provisions herein shall not be construed to limit your indemnity and defense duties set forth in the Contract.

5-4.1

Policies and Procedures.

1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.

4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

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

5-4.2.3 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.
2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

5-4.2.8 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$3,000,000** per claim and **\$3,000,000** aggregate per policy period of one year.
2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.

3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing, and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the state of California, and that have been approved by the City.

5-4.3.1 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 of California and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described in this Contract.

5-4.4 Evidence of Insurance. You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. premises owned, leased, controlled, or used by you.

5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

- 5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.
- 5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.**
- 5-4.5.2.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.
- 5-4.6 Deductibles and Self-Insured Retentions.** You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- 5-4.7 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.
- 5-4.8 Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.
- 5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.
- 5-10.2.1 Public Notice by Contractor.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- 5-10.2.1 Public Notice by Contractor.**
1. Post Project Identification Signs in accordance with 3-11.2, "Project Identification Signs".
 2. No less than 5 and no more than 10 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project i.e., work area and any other affected areas as shown on the "Notification of Planned Water Shutdown" when you perform the Work.

3. The notification process must be repeated for delays and long pauses in construction activities. Verbal and written notifications, such as door hangers, shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Engineer.
4. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record e.g., time-stamped pictures of the notices, to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
5. Verbal and written notifications shall also include specific impacts from the construction of the City facilities, e.g., fire hydrants, air vacuum and blow-off devices, pedestrian ramps, and sidewalks, e.g., the loss of parking, access, and impact to private property, e.g., landscaping.
6. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets and all critical facilities such as police stations, fire stations, hospitals, and schools.
7. Where Work is to be performed at least 5 and at most 10 Working Days before starting construction, survey activities, or impacting the community as approved by the Engineer.
8. Within 5 Working Days of the completion or pausing of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outline the anticipated dates of Asphalt Resurfacing, Slurry Seal, Sidewalk, or Curb Ramp Work. Upon resuming construction activities, you shall redistribute door hangers described in section a) above.
9. "No Parking" signs shall be placed 72 hours before the scheduled construction activities and must include the name and phone number of the Contractor. The Contractor shall document the placement of the signs with time-stamped pictures.
10. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each commercial building tenant abutting each street block segment.
11. Where the front doors of apartment units are inaccessible or occupants are unavailable, distribute the door hanger notices to the apartment manager or security officer and leave your contact information, such as business cards.
12. Provide time-stamped pictures of the notices to the Engineer,
13. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.

14. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1).
15. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
16. For all Work on private property, contact each owner and occupant individually a minimum of 15 Working Days before the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Engineer.
17. A sample of public notices will be included in the Contract.

5-10.3 Exclusive Community Liaison Services. To the "WHITEBOOK", ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 5-10.2 "Community Outreach Services" and 5-10.3 "Exclusive Community Liaison Services".

ADD:

5-10.3.2 Weekly Updates Recipients.

1. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Jong Choi, Senior Engineer, JChoi@sandiego.gov

Jeff Cramoline, Project Engineer, JCramoline@sandiego.gov

Sergio Iniguez, Resident Engineer, Siniguez@sandiego.gov

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", ADD the following:

3. Refer to the Sample City Invoice materials in **Exhibit Q – Sample City Invoice** and use the format shown.

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Villa La Jolla Drainage System Emergency (Villa La Jolla Storm Drain System Emergency)**, Project No. **B-24106**, as referenced in the Contract Exhibit. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Exhibit M**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

6-9

LIQUIDATED DAMAGES. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

Contract Value	Liquidated Damages Daily Amount
Less than \$200,001	\$1,000
\$200,001 to \$500,000	\$1,500
\$500,001 to \$1,000,000	\$2,000
\$1,000,001 to \$2,000,000	\$2,500
\$2,000,001 to \$5,000,000	\$3,000
\$5,000,001 to \$10,000,000	\$5,500
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,000	\$7,000

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.11

Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK" ADD the following:

5. This Contract **is not** subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

SECTION 207 – GRAVITY PIPE

207-17.2.1

Identification Marks. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

207-17.2.1

Identification Marks. Polywrap shall not be used as pipe color identification for plastic pipe. All pipe, fittings, and couplings shall be clearly marked at intervals not to exceed 5 feet as follows:

- a. Color: Green (for wastewater applications).
- b. Nominal pipe diameter.
- c. PVC cell classification.
- d. Company, plant, shift, ASTM, SDR, and date designation.
- e. Service designation or legend.
- f. For fittings and couplings, the SDR designation is not required.

SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1.6 Preparatory Repair Work. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.
2. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
3. Preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, cold milling, hump removal, lump removal, subgrade preparation and subgrade or base repair, removal of raised pavement markers, removal of pavement markings, location of public and private utilities and appurtenances, all Concrete works, and all other necessary works as specified in the Special Provisions and Contract Documents or as directed by the Engineer.
4. After the completion of the preparatory work, you shall install compacted asphalt concrete pavement according to the thickness specified in the Special Provisions and Contract Documents or a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets or as directed by the Engineer.
5. You shall identify the location of all utilities vaults, valves, and other appurtenances not included in the project scope requiring relocation or adjustment to grade by other agencies/companies by marking the face of the curb closest to the utility appurtenance as follows:
 1. Offset distance of the appurtenance from the curb face
 2. The limits of the appurtenance or corners of the vault/box
6. The quantities shown in the Contract Documents are based on a street assessment survey and may vary. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in the Contract Documents.
7. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others except where specified otherwise in the Special Provisions and Contract Documents or as directed by the Engineer to expose firm and unyielding pavement as specified.

8. If, in order to achieve the minimum specified depth, the base material or native subgrade is exposed, you shall notify the Engineer the material shall be compacted to 95% relative compaction.
9. Compaction tests shall be made to ensure compliance with the specifications.
10. The QCP shall establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.
11. If additional base material is required, you shall use Class 2 aggregate base in accordance with 200-2.9.1, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" or as directed by the Engineer.
12. Prior to placement of compacted asphalt concrete pavement, you shall prepare the subgrade as needed and install a minimum of 2 or 3 inches as specified in the contract documents and special provisions, of compacted asphalt concrete pavement over native material as directed by the Engineer.
13. Areas of damaged asphalt requiring base repair work including excavation, placement of asphalt concrete, asphalt concrete base, and Class 2 aggregate base, have been identified in the Contract Documents as "DO", Dig Out, also called Base Repairs.
14. When applicable, the areas and quantities shown in the Contract Documents are given only for the Contractor's aid in planning the Work and preparing Bids. You shall identify any new areas that require repair prior to paving in order to construct a smooth and stable pavement surface. Upon approval by the engineer, the repair locations shall be incorporated into scope of work and shall not be considered extra work. You shall mark the pavement area as "DO" or as directed by the Engineer.
15. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat".
16. When milling and/or grinding asphalt pavement for base repair and the contractor encounters level and unyielding PCC trench caps or appurtenance collars before reaching the minimum depth of 2 inches, then the You shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway. Asphalt Concrete Base shall be Type III-B3-PG 64-10 and Asphalt Concrete Pavement shall be Type III-C2-PG 64-10 as directed by the Engineer.
17. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT". Asphalt concrete shall be Type III-C2-PG 64-10 in compliance with 203-6.3.1 "General".

18. Recycled base material shall conform to Class 2 aggregate base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".
19. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2, "Density and Smoothness". After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
20. Materials removed, regardless of removal method, shall be disposed of at a legal site.
21. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) and shall be subject to the following conditions:
 - a. If the base material is exposed, to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION".
 - b. Base repairs shall have a minimum depth of 10".
 - c. You shall repair the areas shown in the Contract Documents of distressed asphalt concrete to remove damaged areas of pavement in accordance with 404-1, to expose firm and unyielding pavement, base, or native soils, regardless of materials encountered. Unyielding pavement will have no visible cracks and unyielding base, or native soils will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed as directed by the Engineer. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over the compacted base material to be level with the adjacent roadway surface.
 - d. When additional base material is required, then you shall use Class 2 aggregate base in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" or as directed by the Engineer.
 - e. Recycled base material shall conform to Class 2 aggregate base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".
 - f. You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.

- g. For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned, and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt pavement. Please refer to Contract Documents.
- h. Base repair areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" at 5 inches, and 5 inches of "Asphalt Concrete Base" shall be placed atop the layer of "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" unless otherwise directed by the Engineer. These areas have been identified in the Contract Documents as "DO". The Crushed Miscellaneous Base shall be in accordance with 200-2.9, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)". The Asphalt Concrete Base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". "General" Preliminary quantities are identified in the Contract Documents but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 15% RAP in content.
- i. Base repair with asphalt concrete base areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with Asphalt Concrete Base at 8 inch (203.2mm) and a minimum of 2 or 3 inches of asphalt concrete shall be placed atop the layer of Asphalt Concrete Base unless otherwise directed by the Engineer. The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6, "General". Base Repairs shall not exceed 15% RAP in content. Base Repairs with Asphalt Concrete Base shall not be performed except where directed by the Engineer.
- j. A Base repair identified prior to initiation of the preparatory work shall be considered scheduled.
- k. A Base repair is considered unscheduled when it is not identified in the Contract Documents as "DO" prior to initiation of preparatory work or when you are directed by the Engineer to perform an unscheduled base repair for the proper placement of an asphalt overlay.
- l. At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, tons of asphalt concrete base placed, and tons of Class 2 aggregate base material placed or as directed by the Engineer.

301-1.7

Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included under the lump sum Bid items or for the Contract Unit Prices for which hardscape removal is required. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer.
2. The payment for the preparatory works shall be included in the lump sum Bid Items and Contract Unit Prices for which preparation works are performed, unless it is specified as a separate Bid Item.
3. The areas and quantities shown in the Contract Documents are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in the Contract Documents. The quantities shown in the Contract Documents are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation as determined by the Engineer.
4. Asphalt pavement subgrade repair, and base repair dig-outs, shall be paid at the Contract unit price for **"Excavate and Export (Scheduled, 10 Inch)"** and **"Excavate and Export (Unscheduled, 10 Inch)"**, **"Asphalt Concrete Base (Scheduled, 5 Inch)"** and **"Asphalt Concrete Base (Unscheduled, 5 Inch)"**, **"Class 2 Aggregate Base (Scheduled, 5 Inch)"** and **"Class 2 Aggregate Base (Unscheduled, 5 Inch)"** when applicable. No Payment shall be made for areas of over excavation as determined by the Engineer.
5. When Cold Milling is used as a method for excavation for subgrade or base repair for pavement, Cold Milling shall be included in the Contract Unit Price for **"Excavate and Export (Scheduled, 10 Inch)"** or **"Excavate and Export (Unscheduled, 10 Inch)"** when applicable.
6. The payment for Excavation shall be paid at the Contract Unit Price for **"Excavate and Export (Scheduled, 10 Inch)"** or **"Excavate and Export (Unscheduled, 10 Inch)"** when applicable for each bank cubic yard of material removed. Proof of proper disposal and/or recycling at a legal site for quantities excavated shall be required in advance of payment as directed by the Engineer and shall be subject to approval by the Engineer for payment. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
7. No additional payment shall be made for milling, grinding, saw cutting, stockpiling, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

301-2.4 Measurement and Payment. To the "GREENBOOK", ADD the following:

1. Payment for Class 2 aggregate base material installed shall be made at the Contract Unit Price for **"Class 2 Aggregate Base (Scheduled, 5 Inch)"** and **"Class 2 Aggregate Base (Unscheduled, 5 Inch)"** when applicable per ton and includes all necessary works such as hauling, placement, and compaction as directed by the Engineer.

SECTION 302 – ROADWAY SURFACING

302-5.2 Pavement Restoration Adjacent to Trench. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

302-5.2 Pavement Restoration Adjacent to Trench Influence Zone.

1. The Work for pavement restoration shall include the replacement of existing pavement outside of the trench influence zone in accordance with SECTION 302 – ROADWAY SURFACING, and as shown on the Plans.
2. Prior to the commencement of the Work, you shall meet with the Engineer and determine the limits of the pavement to be replaced.
3. Existing pavement shall be removed in accordance with SECTION 404 – COLD MILLING, and as shown on the Plans.
4. Areas of damaged pavement requiring base repair Work shall be restored in accordance with Section 301-1.6, "Preparatory Repair Work", and as shown on the Plans.

302-5.2.1 Measurement and Payment. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for asphalt concrete pavement restoration outside of the trench influence zone shall be made on a tonnage basis in accordance with Section 302-5.9, "Measurement and Payment", and paid for under Bid Item **"Asphalt Concrete Overlay (2 Inch)"** when applicable, unless separate Bid items have been provided. The following shall be included in the payment for **"Asphalt Concrete Overlay (2 Inch)"**:
 - a) Saw-cutting existing edges.
 - b) Applying tack coat.
 - c) Placement, curing, and protection of new pavement.
2. The payment for removal of existing asphalt concrete pavement shall be made on square foot basis in accordance with Section 404-12, "Payment", and paid for under Bid Item **"Cold Milling (2 Inch)"** when applicable.
3. The payment for base repair Work shall be made in accordance with Section 301-1.7, "Payment".

302-5.4 Tack Coat. To the "WHITEBOOK", ADD the following:

3. Prior to applying the tack coat, submit calculations for the minimum spray rate required to achieve the minimum residual rate.

302-6.1 **General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The thickness of the new concrete pavement shall be in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5.10.1 **Installation.** To the "WHITEBOOK", ADD the following:

8. Where it is infeasible for a curb ramp run to intersect the street grade at the maximum allowable slope, a slope steeper than 8.33% may be used to limit the ramp run length to 15 ft. The 15-foot measurement excludes landings and shall measure the inside back edge of a sidewalk radius.

303-5.10.2 **Payment.** To the "WHITEBOOK", item 1 and item 2, DELETE in their entirety and SUBSTITUTE with the following:

1. The payment for each curb ramp shall include:
 - a. Ramp runs & transition areas (up to 15 ft),
 - b. Landings,
 - c. DWTs,
 - d. Demolition and disposal,
 - e. Forming,
 - f. Relocating or raising items in conflict to grade,
 - g. Protecting and preserving existing survey monuments and improvements,
 - h. Restoring pavement.
2. Additional concrete sidewalk and curb quantities beyond 15 feet (4.6 m), measured from the inside back edge of the sidewalk radius where it intersects with the landing, shall be included in the Bid items for **"Additional Sidewalk"** and **"Additional Curb"** when applicable.

SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

306-1 **GENERAL.** To the "GREENBOOK", ADD the following:

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings.
 - a. SDG-105, "Pavement Restoration General Notes"
 - b. SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"

- c. SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
- d. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

306-3.3.4 Payment. To the "WHITEBOOK", ADD the following:

- 12. The payment for pavement restoration including influence area shall be included in the Bid items for the associated abandonment Work.

306-15 PAYMENT. To the "GREENBOOK", ADD the following:

- 1. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

306-15.1 General. To the "WHITEBOOK", item 1, subitem n, DELETE in its entirety and SUBSTITUTE with the following:

- n. Permanent resurfacing. See **306-1 GENERAL** for permanent pavement restoration requirements.

306-15.7 Buried Structures. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

306-15.7 Buried Structures. To the "GREENBOOK", sentence (3), DELETE in its entirety and SUBSTITUTE with the following:

The Contract Unit Price shall include excavation, backfill, disposal of all excess excavation, constructing inverts, furnishing and installing castings, restoration of the street surface (See **306-1 GENERAL** for permanent resurfacing requirements) and improvements including but not limited to sidewalk panel, and all other Work, excluding temporary resurfacing, necessary to construct the buried structure, complete in-place.

306-15.8 Pipeline Appurtenances. To the "WHITEBOOK", ADD the following:

- 10. Payment for pipeline appurtenances will be made at the contract unit price for each appurtenance of the size including permanent resurfacing requirements. See **306-1 GENERAL** for permanent resurfacing requirements.

306-16.6 Payment. To the "WHITEBOOK", ADD the following:

- 6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
 - a. See **306-1 GENERAL** for permanent resurfacing requirements.

306-17.2 Payment. To the "WHITEBOOK", ADD the following:

12. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
13. See **306-1 GENERAL** for permanent resurfacing requirements.

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL. To the "WHITEBOOK", ADD the following:

6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a. SDG-105, "Pavement Restoration General Notes"
 - b. SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c. SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

SECTION 401 - REMOVAL

401-3.1 Concrete Pavement. To the "WHITEBOOK", ADD the following:

4. See Section **400-1 GENERAL** for permanent resurfacing requirements.

401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections. To the "WHITEBOOK", ADD the following:

7. See Section **400-1 GENERAL** for permanent resurfacing requirements.

SECTION 402 – UTILITIES

402-1.1 General. To the "GREENBOOK", paragraph 5, DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall complete excavation, backfill, and placement of temporary resurfacing on the same Day. Backfill shall conform to 306-12. Temporary resurfacing shall conform to 306-13.1. Permanent resurfacing shall be placed within 10 Working Days unless otherwise specified in the Special Provisions or directed by the Engineer. See Section **400-1 GENERAL** for permanent resurfacing requirements.

To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTUTUTE with the following:

2. You shall fill all potholes on the same day of potholing if no trenching is to be performed within 10 Working Days of the excavation. Fully restore all potholes and any damaged surrounding areas to their original condition unless otherwise specified by the Engineer. Permanent resurfacing shall conform to SDG-123, "36-Inch and Smaller Pothole and Exploratory Excavation".

402-2 **PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to **Exhibit P - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

402-6 **COOPERATION.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Notify SDG&E at least **10 Working Days** prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

402-8 **PAYMENT.** To the "WHITEBOOK", ADD the following:

6. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

SECTION 404 – COLD MILLING

404-1 **GENERAL.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Excessive asphalt concrete pavement adjacent to Type "G" and "H" curb and gutter lines and concrete cross gutters shall be milled in accordance with the City of San Diego Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", or as shown on the Plans.

SECTION 701 - CONSTRUCTION

701-2 **PAYMENT.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The payment for the trenching and pavement restoration, including influence areas, is included in the payment for the associated Work.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-1 **GENERAL.** To the "WHITEBOOK", ADD the following:

8. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.

EXHIBIT M

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: X Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Engineering & Capital Projects Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

 Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Project Name: Villa La Jolla Drainage System Emergency

WBS#: B-24106.02.06

Project Location-Specific: The project site is located within the right-of-way of the 8900 block of Villa La Jolla Drive; and within an existing public utility easement traversing 3233 La Jolla Village Drive (APN: 344-240-01-00), 8910 Villa La Jolla Drive (APN: 344-250-10-00) and 8980 Villa La Jolla Drive (APN: 344-250-11-00) within the University Community Planning Area (Council District 1).

Project Location-City/County: San Diego/San Diego

Description of nature and purpose of the Project: A visual inspection of the existing storm water conveyance system revealed a sinkhole undermining the right-of-way improvements along Villa La Jolla Drive. The sinkhole was caused by a failed 144-inch diameter corrugated metal pipe (CMP) storm drain.

The project will construct a new cleanout structure along Villa La Jolla, repair approximately 1,000 linear feet of the CMP by lining the pipe with reinforced concrete in both directions from the new cleanout structure, backfill the sinkhole, and resurface the area of the right-of-way impacted by the sinkhole. Failure to repair the storm drain infrastructure increases the likelihood of flooding and impacts to private property and the right-of-way. The proposed work is the minimum necessary to ensure adequate operational capacity of the storm drain and public health and safety.

Following the completion of work, all surrounding areas impacted by the emergency will be restored to their pre-impact condition to the extent feasible.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego Engineering & Capital Projects
Contact: Eriberto J. Valdez Jr., Senior Planner
Phone/E-mail: EJValdez@sandiego.gov / (619) 533-5191
525 B Street, San Diego, CA 92101

Exempt Status: (CHECK ONE)

- () Ministerial (Sec. 21080(b)(1); 15268);
- () Declared Emergency (Sec. 21080(b)(3); 15269(a));
- (X) Emergency Project: CEQA Statute Sections 21080(b)(2) and (4) and CEQA Guidelines Sections 15269(b) and (c) (Emergency Projects)
- () Categorical Exemption:
- () Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review that determined the project meets the definition of an "Emergency" as defined in CEQA Guidelines Section 15359 (Emergency) as the project involves a sudden, unexpected occurrence involving a clear and imminent danger, demanding immediate action to prevent or mitigate the loss of, or damage to, life, health, property, or essential public services. This emergency repair is required in order to protect public health, safety, and property and is supported by the expert opinion of the City Engineer. Thus, this emergency activity is statutorily exempt from CEQA pursuant to CEQA Statute Section 21080(b)(2) and CEQA Guidelines Section 15269(b) (Emergency Projects), which exempts emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to public health, safety or welfare. This activity is also statutorily exempt from CEQA pursuant to CEQA Statute Section 21080(b)(4) and CEQA Guidelines Section 15269(c) (Emergency Projects), which exempts specific actions necessary to prevent or mitigate an emergency.

Lead Agency Contact Person: Eriberto J. Valdez Jr.

Telephone: (619) 533-5191

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? ☐ Yes ☐ No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA.

Carrie Purcell
Carrie Purcell, Deputy Director

May 17, 2024
Date

Check One:

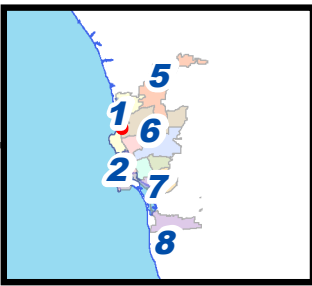
- (X) Signed By Lead Agency
() Signed by Applicant

Date Received for Filing with County Clerk or OPR:

EXHIBIT N

LOCATION MAP

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 reproduced with permission granted by RAND McNALLY & COMPANY to SANDAG. 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.



Villa La Jolla Drainage System Emergency

SENIOR ENGINEER
Jong Choi
619-533-5493

PROJECT MANAGER
Jeff Cramoline
619-533-3156

FOR QUESTIONS ABOUT THIS PROJECT
Call 619-533-4207
Email: engineering@sandiego.gov



Legend

 Area of Work



Document Path: Q:\AEP new\Emergency Projects\1-Emergency & Urgent Projects\B24106 - Villa La Jolla SD System Repair\1 Planning\1.4 Location Map\Location Map.mxd



EXHIBIT O

CONTRACTOR'S NOTES

CONTRACTOR'S NOTES

1. CONTRACTOR TO EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE EXACT SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
2. CITY FORCES, WHERE CALLED OUT SHALL MAKE PERMANENT CUTS & PLUGS, CONNECTIONS, ETC. EXISTING MAINS SHALL BE KEPT IN SERVICE IN LIEU OF HIGH-LINING,
3. STORM DRAIN INLETS ARE TO REMAIN FUNCTIONAL/OPERATIONAL AT ALL TIMES DURING CONSTRUCTION.
4. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A ONE FOOT VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
5. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A 6-INCH VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN UTILITIES OTHER THAN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
6. CONTRACTOR TO MAINTAIN A MINIMUM 3' OF COVER OVER TOP OF WATER MAIN.
7. IF ADDITIVE ALTERNATE "A" IS AWARDED, CONTRACTOR SHALL FURNISH MATERIALS, INSTALL, MAINTAIN AND DISMANTLE HIGH-LINE PER SPECIFICATION SECTION 901-1.1.2.
8. CONTRACTOR SHALL RESTORE ALL TRENCHES ON THE PAVEMENT WORKED BY CITY FORCES AFTER FINAL CONNECTION.
9. CONTRACTOR SHALL PROVIDE A 1-FOOT SAND CUSHION OR A MINIMUM 6-INCH SAND CUSHION WITH 1-INCH NEOPRENE PAD FOR ALL CROSSINGS WHERE VERTICAL CLEARANCE BETWEEN CROSSINGS IS 1-FOOT OR LESS.
10. POTHOLE ALL UTILITIES THAT CROSS PROPOSED WATER MAIN BEFORE TRENCHING
11. EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT EXACT.
12. FOR COORDINATION OF THE SHUTDOWN OF TRANSMISSION MAINS (16 INCHES OR LARGER), CONTACT THE CITY'S SENIOR WATER DISTRIBUTION OPERATIONS SUPERVISOR AT (616)-527-7438. FOR COORDINATION OF THE SHUTDOWN OF DISTRIBUTION MAINS (LESS THAN 16 INCHES), CONTACT THE CITY'S WATER OPERATIONS DISTRICT MANAGER AT (619)-527-7438.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LICENSED LAND SURVEYOR OR LICENSED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA SHALL FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR ANY EARTHWORK, DEMOLITION OR SURFACE IMPROVEMENTS. IF DESTROYED, A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONUMENT(S) WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED WITH THE COUNTY SURVEYOR. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.
14. CONSTRUCTION STORM WATER PROTECTION NOTES

- a. TOTAL SITE DISTURBANCE AREA: 0.06 (ACRES)
HYDROLOGIC UNIT/WATERSHED: Penasquitos / Mission Bay WMA
HYDROLOGIC SUBAREA NAME & NO: Miramar / 906.4
- b. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
- ☐ MINOR WPCP
- THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
- ☒ WPCP
- THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
- ☐ WPPP
- THE PROJECT IS SUBJECT TO MUNICIPAL STORM SEWER SYSTEM (MS 4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT (CGP) ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ.
- TRADITIONAL: RISK LEVEL 1 ☐ 2 ☐ 3 ☐
- LUP: RISK TYPE 1 ☐ 2 ☐ 3 ☐
- c. ☐ CONSTRUCTION SITE PRIORITY
- ☐ ASBS ☐ HIGH ☐ MEDIUM ☒ LOW
15. PERMANENT STORM WATER BMP CATEGORY:
- ☐ PRIORITY DEVELOPMENT PROJECT
- ☐ STANDARD DEVELOPMENT PROJECT
- ☐ PDP EXEMPT
- ☒ NOT SUBJECT TO PERMANENT STORM WATER REQUIREMENTS
16. ALL ADVANCE METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

EXHIBIT P

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2021 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

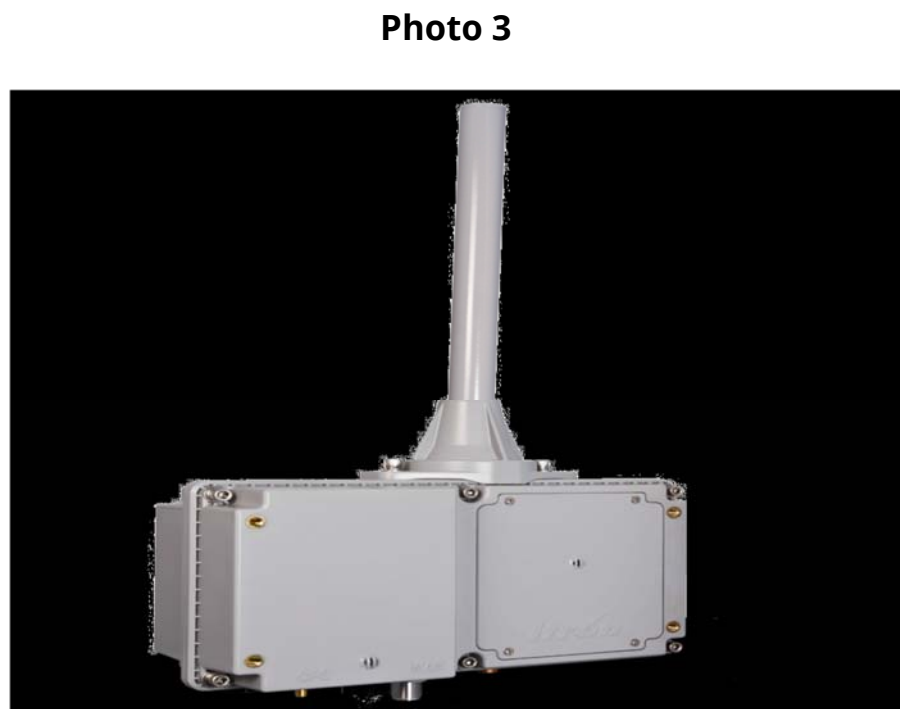
Photo 1



- B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

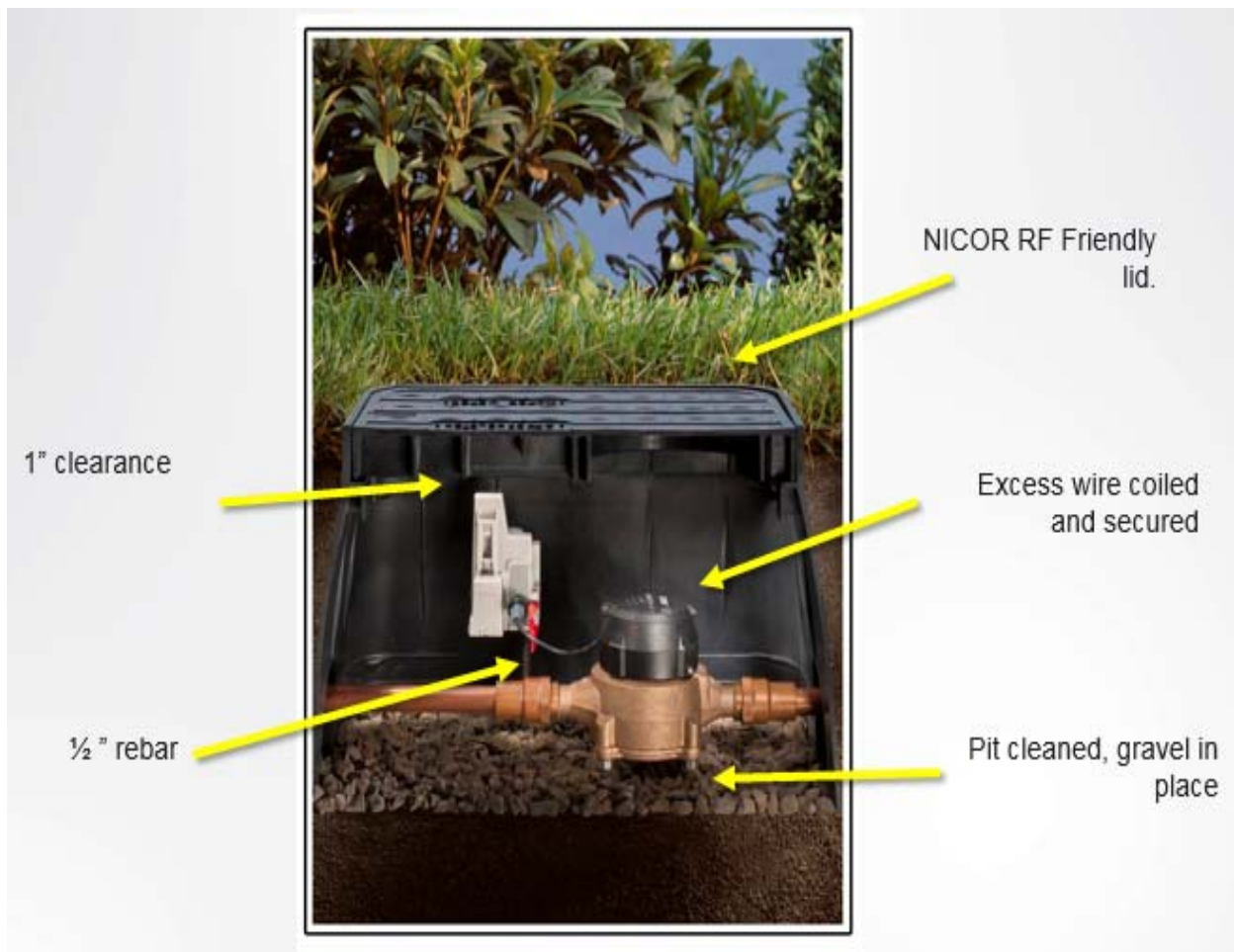


Network Devices, see Photo 3:



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

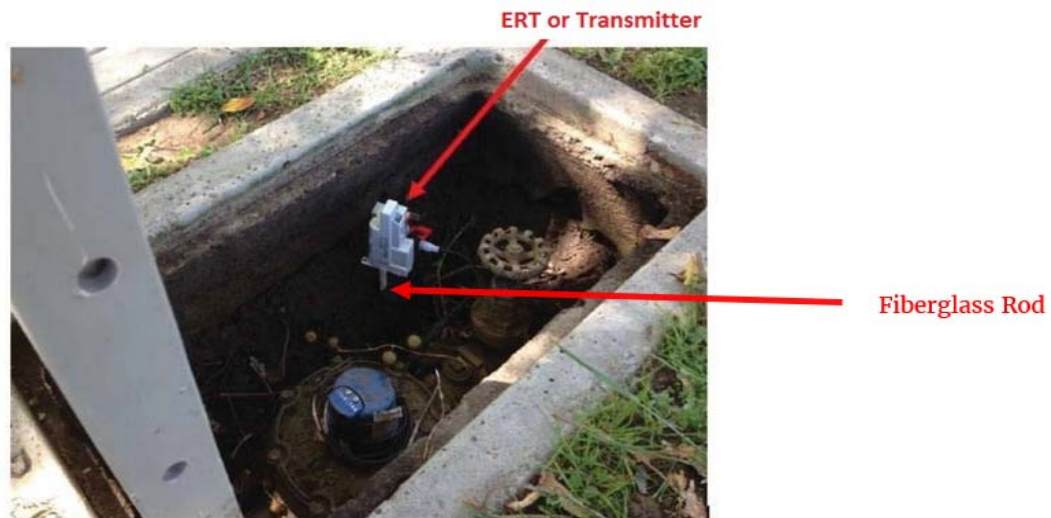


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.

EXHIBIT Q

SAMPLE CITY INVOICE

City of San Diego, CM&FE Div., 9573 Chesapeake Drive, SD CA 92123

Contractor's Name:

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#:Fax#:

Invoice No.

Invoice Date:

Billing Period: (To)

Trigger Asset	Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date		Amount Remaining
			Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount	
	1				1.00	\$ -		\$0.00		\$0.00	0.00	\$0.00	\$ -
	2				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	3				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	4				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	5				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	6				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	7				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	8				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	5				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	6					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	7					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	8					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	9					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	10					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	11					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	12					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	13					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	14					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	15					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	16					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	17					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
		CHANGE ORDER No.				\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
		Total Auhtorized Amount (Original)				\$ -		\$0.00		\$0.00		\$0.00	\$ -
		Total Authorized Amount (including approved Change Order)				\$ -		\$0.00		\$0.00	Total Billed	\$0.00	Total Amount Remaining
												\$	-

SUMMARY

A. Original Contract Amount	\$0.00
B. Approved Change Order #00 Thru #00	\$0.00
C. Total Authorized Amount (A+B)	\$0.00
D. Total Billed to Date	\$0.00
E. Less Total Retention (5% of D)	\$0.00
F. Less Total Previous Payments	\$0.00
G. Payment Due Less Retention	\$0.00
H. Remaining Authorized Amount	\$0.00

I certify that the materials have been received by me, or services have been rendered, in the quality and quantity specified per the approved contracted amounts, and is approved for payment

Resident Engineer

Date

Construction Engineer

Date

Retention and/or Escrow Payment Schedule

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	\$0.00

Contractor Signature and Date: _____

1/10/2024 Rev

Villa La Jolla Storm Drain System Emergency
K-24-2316-EMR-3

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EXHIBIT R

SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The Work consists of but is not limited to installation of a new cleanout structure for an existing 144-inch corrugated metal pipe (CMP) storm drain. Work will also include lining the 144-inch CMP with reinforced concrete for 500 LF upstream and 500 LF downstream of the new structure. Contractor will procure consultant to provide Design and Construction Support services necessary to complete the required work for the project.

Harris and Associates to be retained as Engineer of Record to perform civil design services.

- 1.1. **Design Plan Preparation:** Consultant will prepare design plans and specifications for construction.

Deliverables: Final plans and specifications signed by the engineer of record.

- 1.2. **Project Close Out & As-Builts:** Consultant to provide as-built plans, supporting documents, and project files to the City as requested.

Deliverables: The deliverables for this task as-built drawings and other documents final consultant documents shall be delivered four weeks after project completion.

2. **ESTIMATED CONSTRUCTION COST:** The construction cost for this project is Not-to-exceed: \$13,000,000.00.

3. **LOCATION OF WORK:** The Location of the work is as follows:

3233 La Jolla Village Dr, La Jolla, CA 92037, see **Exhibit N – Location Map**

4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be completed within **495 Working Days** from the date of issuance of the Notice to Proceed. Design to be completed concurrent with construction.

EXHIBIT S

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB)

EXHIBIT S

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

- (1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.
- (2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.
- (3) For emergency contracts that meet the definition of "emergency operations" as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the "emergency operations" project are actually being operated on the project for "emergency operations" only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of "emergency operations" must comply with the requirements above and 13 CCR section 2449(i)(1) – (3).

- A. "Emergency Operations" is defined as:
1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;
 2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or
 3. Operations including repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.
- B. The records retained by Contractor for "emergency operations" projects must include:
1. A description of the emergency;
 2. The address or a description of the specific location of the emergency;
 3. The dates on which the emergency operations were performed; and
 4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1, 2024**, Contractor is also subject to the requirements described in 13 CCR section 2449(j).

- (1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.
- (2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.
- (3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at <https://calepacomplaints.secure.force.com/complaints/Complaint>, or email dieselcomplaints@arb.ca.gov, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle, as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

- (4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.
- (5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

(A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

EXHIBIT T
PHASE FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

- 1.1. Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:
 - 1.1.1. Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 79-3, "PAYMENT".
- 1.2. Contractor's failure to perform any of the following may result cancelling the award of the Contract:
 - 1.2.1. Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
 - 1.2.2. Agreeing to a Phased Funding Schedule within **thirty** days of meeting with the City's Project Manager.

2. POST-AWARD

- 2.1. Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.
- 2.2. The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

BID NUMBER: K-24-2316-EMR-3

CONTRACT TITLE: Villa La Jolla Storm Drain System Emergency

CONTRACTOR: Orion Construction Corporation

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to-Exceed Amount
1	Work to be completed in Phase 1 to include the development of design plans for a new cleanout structure for the existing 144-inch corrugated metal pipe (CMP) storm drain. Plans will also include lining the 144-inch CMP with reinforced concrete for 500 LF upstream and 500 LF downstream of the new structure. This shall include, but is not limited to bonds, WPCP Development, shoring design, and engineering design through final stamped and signed plans	NTP	August 31, 2024	\$800,000.00
2	Work to be completed in Phase 2 to include implementation of design plans. Work will include installation of new cleanout structure for the existing 144-inch corrugated metal pipe (CMP) storm drain. Work will also include lining the 144-inch CMP with reinforced concrete for 500 LF upstream and 500 LF downstream of the new structure and WPCP implementation. Site to subsequently be restored.	September 1, 2024	Project Completion	\$12,200,000.00
Contract Total				\$13,000,000.00

Notes:

- 1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
- 2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- 3) sThis PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

CITY OF SAN DIEGO

PRINT NAME: _____

Construction Manager

Signature: _____

Date: _____

PRINT NAME: _____

Project Manager

Signature: _____

Date: _____

CONTRACTOR

PRINT NAME: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT U

SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



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Company Name, XXX-XXX-XXXX