



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: July 21, 2025

TO: Honorable Council President Joe LaCava and Members of the City Council

FROM: Alia Khouri, Deputy Chief Operating Officer

SUBJECT: Sole Source Agreement for Mission Beach Lifeguard Station 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.

The Mission Beach Lifeguard Station has been determined to be in a critically deteriorated condition, posing an immediate risk to public health and safety. Multiple evaluations, including a structural assessment conducted by Roesling Nakamura Terada Architects dated May 9, 2024, and a building inspection by the Development Services Department on November 26, 2024, have confirmed that the building has exceeded its service life and presents imminent hazards. Notably:

- Significant deterioration of exterior stucco and CMU walls due to water damage has created large rifts in the building facade, with high risk of falling debris.
- Vendors approached for temporary repair work declined due to the unsafe condition of the structure.
- The site poses a dual risk: potential injury to staff and the public due to structural failure, and interruption of lifeguard services at one of the City's busiest beach areas, impairing public safety operations.

The Fire-Rescue Department has requested expedited emergency construction, including:

- Construction of a temporary facility with modular trailers, storage units, observation tower, and parking;
- Demolition of the existing facility;
- Design and construction of a new lifeguard station at the same location.

Given the urgent nature of the work, the public safety risks involved, the unsuccessful attempts to secure other vendors for interim repairs, and the complexity and scale of the project are beyond the capabilities of City staff. As a result, the project has been designated as an emergency, and a sole source contract has been approved.

The selected contractor is **Cass Arrieta**, and the estimated cost of the project is **\$3,500,000** 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 Rania Amen, City Engineer at (619) 533-6667 or RaniaAmen@sandiego.gov. For contractual questions, please contact Claudia C. Abarca, Director, at (619) 236-5921 or CAbarca@sandiego.gov.



Alia Khouri
Deputy Chief Operating Officer
Office of the Mayor

Enclosures: 1. Memorandum from Rania Amen to Claudia C. Abarca, dated July 1, 2025,
2. Sole Source Certification Approval

cc: Honorable Mayor Todd Gloria
Honorable City Attorney Heather Ferbert
Paola Avila, Chief of Staff, Office of the Mayor
Charles Modica, Independent Budget Analyst
Matthew Vespi, Chief Financial Officer, Office of the Mayor
Scott Wahl, Chief, Police Department
Robert Logan, Chief, Fire-Rescue Department
Kris McFadden, Deputy Chief Operating Officer, Office of the Mayor
Kristina Peralta, Deputy Chief Operating Officer, Office of the Mayor
Casey Smith, Deputy Chief Operating Officer, Office of the Mayor
Christiana Gauger, Chief Compliance Officer
Matt Yagyagan, Director of Policy, Office of the Mayor
Claudia C. Abarca, Director, Purchasing & Contracting
Rania Amen, Director and City Engineer, Engineering & Capital Projects
Rolando Charvel, Director & City Comptroller, Department of Finance
Angela Colton, Director, Risk Management
James Gaboury, Assistant Fire Chief, Fire-Rescue Department
Myrna Dayton, Assistant Director, Engineering & Capital Projects

Luis Schaar, Assistant Director, Engineering & Capital Projects
Berric Doringo, Deputy Director, Purchasing & Contracting
George Ghossain, Deputy Director, Engineering & Capital Projects
Michelle Yamamoto, Deputy Director, Fire-Rescue Department
James Gartland, Lifeguard Chief, Fire-Rescue Department
Ted Moran, Deputy Fire Chief, Fire-Rescue Department
Chris Gascon, Assistant Deputy Director, Engineering & Capital Projects
Stephanie Bracci, Project Officer II, Fire-Rescue Department
Jong Choi, Senior Civil Engineer, Engineering & Capital Projects
Stephen Samara, Principal Contract Specialist, Purchasing & Contracting
Carolina Delgado, Associate Engineer-Civil, Engineering & Capital Projects



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: July 1, 2025

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

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

SUBJECT: Sole Source Agreement for Mission Beach Lifeguard Station Emergency

This memorandum is to certify the declaration of an emergency to assess the condition of the existing Mission Beach lifeguard station structure and to provide temporary facilities, if necessary. The Mission Beach Lifeguard Station is located at 3141 Ocean Front Walk in Mission Beach community Council District 2.

Estimated Amount: \$3,500,000 (Not-to Exceed)

Contractor: Cass Arrieta

Estimated Contract Completion: December 31, 2026

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:

An emergency project has been initiated to assess the condition of the existing Mission Beach Lifeguard Station structure. The exterior stucco of the portion of the lifeguard station building containing the observation tower exhibits significant deterioration, including large exterior wall rifts, caused by water damage from moisture that has reached the structural concrete masonry unit (CMU) walls. This portion of the building is a hazard to the public due to the potential for stucco to fall onto pedestrians. Additional investigations are required to assess the structural integrity of the building. These emergency measures may involve repairs to the existing structure and/or installation of temporary facilities to extend the function of the lifeguard station for the next few years.

Based on preliminary observations, the 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 terms of the agreement will be in effect from the 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 Robert Logan, to Rania Amen dated January 2, 2025.

cc: James Gaboury, Assistant Fire Chief, Fire-Rescue Department
Luis Schaar, Assistant Director, Engineering & Capital Projects Department
George Ghossain, Deputy Director, Engineering & Capital Projects Department
Berric Doringo, Deputy Director, Purchasing and Contracting Department
Michelle Yamamoto, Deputy Director, Fire-Rescue Department
James Gartland, Lifeguard Chief, Fire-Rescue Department
Ted Moran, Deputy Fire Chief, Fire-Rescue Department
Stephanie Bracci, Project Officer II, Fire-Rescue Department
Jong Choi, Senior Civil Engineer, Engineering & Capital Projects Department
Carolina Delgado, Associate Engineer - Civil, Engineering & Capital Projects Department



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: January 2, 2025

TO: Elif Cetin, Acting Director, Engineering and Capital Projects Department

FROM: Robert Logan, Fire Chief, Fire-Rescue Department

SUBJECT: Emergency Construction – Mission Beach Lifeguard Station Temporary and Permanent Facilities

This memorandum is being sent to request expedited Public Works contracting and emergency construction of a temporary lifeguard station, demolition of the existing lifeguard station and construction of a new lifeguard station in the Mission Beach community of District 2.

The existing Mission Beach Lifeguard Station, located at 3141 Ocean Front Walk, San Diego, 92109, has reached the end of its service life and is in very poor condition such that it is highly probable that it will be deemed unsafe and uninhabitable prior to the ability of the City to build fund, design, and build a replacement building. Therefore, this request is to design and construct an emergency temporary lifeguard facility to bridge the schedule gap between the closing of the existing station and the opening of a new station. This request includes demolition of the existing facility as well as design and construction of the new facility.

A report by Roesling Nakamura Terada Architects, dated May 9, 2024 (Attachment 1) included a structural evaluation that concludes the building has reached its lifespan and that “*immediate* hazard mitigation needs to occur for the Health, Safety, and Welfare of the general public.” The report provides for three options, two of which would provide for continued occupancy in the building for a 2–3-year period. Option 1 included immediate demolition. Option 2 included temporary repairs while planning occurs for a new facility. Option 3 included temporary debris fall protection to mitigate the most immediate hazard while additional planning occurred.

General Services Department Facilities Division has been working to get quotes from vendors to implement temporary repairs for either Option 2 or 3 that would make the building safe to continue occupancy and provide additional time for planning for a new facility. However, each of the vendors approached has declined to provide a quote given the condition of the building (Attachment 2).

Therefore, with temporary repairs unlikely to occur, an inspection by the Development Services Department was requested and occurred on November 26, 2024. The resulting evaluation (Attachment 3) notes the reasons why the building could be determined to be

January 2, 2025

dangerous and unsafe and recommended additional and ongoing structural assessments as long as the building is occupied.

There is an imminent threat to public health and safety that is two-fold. First, there is risk of falling debris from the building as the stucco pulls away from the structure. Falling debris could harm staff who come in and out of the building routinely and/or could harm the pedestrians, bicyclists, other visitors, given the proximity to the public boardwalk. Second, there is risk of decreased ability to manage public safety on the beach should the building be red-tagged and there not be a facility in which to move lifeguard operations. The Mission Beach Lifeguard Station serves the busiest beach areas within the City of San Diego (Attachment 4).

Given the building has reached the end of its service life and contracting temporary repairs is unlikely, demolition of the existing building is needed to eliminate the first imminent threat to public health and safety risk described above.

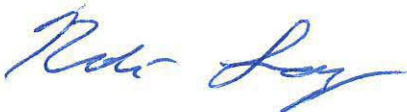
A new facility is needed to mitigate the second imminent threat to public health and safety. First, a temporary facility would need to be constructed prior to the demolition of the existing facility, followed by design and construction of the new facility.

The temporary facility would need to include the following and would need to be coordinated with Lifeguard Services:

- A temporary observation tower with connection to the L-Rad communication speaker system.
- Modular trailer(s) of approximately 1,440 square feet, to include space for offices, first aid room, 2 locker rooms, and 2 bathrooms with showers. Trailers shall have communication, electrical, and utility connections.
- Up to three 8'x40' storage containers.
- 14-20 parking spots for staff.
- Security fencing with gates

Lifeguard operations are centered on observation, prevention, and rescues. Optimal effectiveness of this mission requires observation towers at specific locations with maximized view range as well as personnel ready to respond from the observation area. As the temporary facility cannot be placed in the exact same location with same view range as the permanent facility given that demolition and construction need to occur in this spot, the design and construction of the new lifeguard facility will need to be expedited to maintain continuity of public safety to the Mission Beach and Mission Bay community.

If you have any questions, please contact Deputy Chief Ted Moran at (858)573-1359.



Robert Logan
Fire Chief

RL/sb

January 2, 2025

Attachment: 1. City of San Diego – Mission Beach Lifeguard Station Evaluation, Roesling Nakamura Terada Architects, dated May 9, 2024
2. Email Rejections - temporary repairs, Fall 2024
3. DSD Email Evaluation, November 29, 2024
4. Lifeguard Call Statistics

cc: Rania Amen, Acting 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
Ally Berenter, Public Policy Manager, Office of the Mayor
Angela Colton, Director, Risk Management Department
Rolando Charvel, Director & City Comptroller, Department of Finance
Musheerah Little, Director, Department of General Services
Andy Field, Director, Park & Recreation Department
James Gaboury, Assistant Fire Chief, Fire-Rescue Department
Myrna Dayton, Assistant Director, Engineering and Capital Projects Department
James Gartland, Lifeguard Chief, Fire-Rescue Department
Ted Moran, Deputy Fire Chief, Fire-Rescue Department
Michelle Yamamoto, Deputy Director, Fire-Rescue Department
Stephanie Bracci, Project Officer II, Fire-Rescue Department



Roesling Nakamura Terada Architects

www.rntarchitects.com

363 Fifth Ave | Ste 202 | San Diego, CA 92101 | P619.233.1023 | F619.233.0016

Ralph Roesling
Kotaro Nakamura
Mun Ying Kung
Chikako Terada
Joe Mansfield
Rommel Olaes
Raul Diaz
Tyson Cline
Rick España
Brandon Martella

March 5, 2024

Updated for March 27, 2024 Meeting

Updated for May 9, 2024 Site Meeting

Adam S. Futo

Project Officer II

Department of General Services

Facilities Services Division

City of San Diego

Sent via email:

Re: City of San Diego – Mission Beach Lifeguard Station Evaluation

Project Scope

RNT Architects, Martin & Libby Structural Engineers and WSP Environment & Infrastructure were tasked by the City of San Diego to evaluate the existing Mission Beach Lifeguard Station analyzing the existing building conditions and exterior wall damage to help inform where future renovations need to occur.

Task 1.1 – Existing Building Drawing Review

The Mission Beach Lifeguard Station located at 3141 Ocean Front Walk was built in 1976. The building is roughly 4,800 square foot facility situated directly on the ocean front at Mission Beach, San Diego. In the early 2000s an 1,100 square foot comfort station was added to the north side of building. The Lifeguard Station is a 3 Story 40'-4" tall Type Vb, B Occupancy Building. In 2013 there was additional work done to the building providing various exterior improvements and a new exterior plaster finish.

Building Location:



As-built drawings dated 2013 'Alterations to Mission Beach Lifeguard Station'

Voluntary site and Building Improvements included providing larger modernized locker rooms for lifeguards and a small addition to accommodate a storeroom for beach wheel chairs. Building work also included upgrading an existing drinking fountain and accessible parking stalls.

Based on the review of the record drawings, it appears that extensive exterior work was performed including but not limited to the following;

- Existing Hollow Metal Doors and Frames, Windows replaced.
- CMU 'Infill' was called for at relocated openings
- Patch & Paint repair work was performed @ exterior stucco walls
- New aluminum windows were installed
- New Fiberglass Doors and Frames were installed
- New Stucco faced walls were provided at exterior walls
- Existing Clay Tile roof to remain
- Damaged portions of stucco called to be removed and patched and painted to match existing.
- Detail 8/A7.2 Indicates removal of damaged CMU w/ note to 'clean' and remove all rust and debris coated w/ rust inhibitor.

Drawings Indicate:

Exterior Walls: Concrete Masonry Unit w/ Plaster Finish

Roof Parapet: Wood framing w/ pitched wooden decks

Roofing Material: Modified Bitumen

Task 1.2 – Field Investigation & Testing

RNT Architects and Martin & Libby Structural Engineers visited the site 9/8/23 to observe the extend of plaster damage and exposed 'cracking' of concrete masonry units, CMU at the building's southern exterior vertical building corners. The perimeter of the building was observed with severe delamination of plaster across the entirety of the CMU walls. Photo key at observed locatio



Photo 1.0

Plaster Cracking at 2013 Replaced door;



Photo 2.0

Plaster Cracking to Exposed CMU at Coiling Overhead Door/Window Counter



Photo 3.0

Plaster Cracking at 2013 Window Replacement covering window frame (blue). No visible weep for surface collected moisture at window may be allowing excessive moisture collection in window assembly causing delamination and damage to plaster finish.



Photo 4.0

Plaster Cracking at 2013 door replacement head and plaster work covering inconsistent substrates may be allowing excessive moisture collection.



Photo 5.0

Excessive rust and damage at parapet coping of exterior walls potentially allowing excessive moisture into wall assembly.



Photo 6.0

Ponding at roof areas with minimal slope potentially causing excessive moisture intrusion to wall assembly.





Photo 7.0

Delaminated and excessive plaster cracking at all exterior wall fenestration and corners. No visible control joints or weeps were provided in exterior finish assembly with the 2013 work performed.



With review of the City provided As-built drawings it is evident the extensive exterior work performed in 2013 is failing due to the harsh marine environment, and excessive moisture collection in the finish assembly at the exterior doors,

windows and roof causing delamination of the plaster finish directly applied to the CMU and allowing moisture to be trapped in the structural assembly of the CMU walls.

Sampling & Testing

WSP performed sampling and testing of the reinforced CMU in select areas determined by Martin & Libby Structural Engineers with a site visit on 9/14/23.

Task Order Modifications were requested for WSP to perform additional recommended testing due to the excessive damage observed at exterior walls. Additional work was approved and performed in early December of 2023.

Refer to attached detailed report summary from 1/19/24 titled; *Mission Lifeguard Testing Investigation Report Final 1-19-2024*

The report presents findings from the structural materials testing and assessment of the reinforced CMU in the engineer's selected areas, core sampling with laboratory testing, non-destructive testing and a petrographic analysis.

The findings present varying degrees of corrosion potential in the reinforced steel with some areas showing high probability of corrosion which will lead to further expansion and damage of CMU walls, cracking and delaminating the plaster finish increasing the potential for falling plaster on the adjacent hardscape surfaces including the highly trafficked pedestrian boardwalk.

The petrographic analysis highlights details were further evaluated by Martin & Libby Engineers. Refer to attached detailed structural summary report from 2/22/24 titled; *Report_2024-02-22*.

Martin & Libby Engineers have noted that the structure is close to the end of its lifespan and that the CMU walls need to be replaced within the next ten years.

Task 1.3 – Summary Narrative

RNT met with the City of San Diego 2/23/24 to review the testing results and engineer's summary reports. It was concluded that the existing Lifeguard Station has reached its lifespan, and that *immediate* hazard mitigation needs to occur for the Health, Safety and Welfare of the general public, whom are at risk to falling debris from the facilities exterior walls located along the Mission Beach boardwalk.

A minimum 2-3 year duration for the current building to continue operating safely as a Lifeguard Station was requested by the City, maintaining its current use, allowing the city to simultaneously process and scope new design services, permitting and approvals for the construction of a new lifeguard facility, and replacing the existing facility.

With cost considerations in mind it is recommended studying two options to address the immediate needs of the facility. Option 1, complete demolition of the facility, providing temporary lifeguard facilities while planning for new facilities simultaneously occurs. Option 2, repair the compromised structure as a *temporary* remediation for the users to occupy temporarily as planning for a future new facility occurs. The option 2 process is not to exceed the 5 year life span of the building.

RNT recommends City evaluation of (2) options listed below.

Option 1 – Demolition (Not Continuously Occupying Existing Space):

Provide Master Planning evaluation for future facility accommodating the lifeguards, public restrooms and public amenities currently operating at the project site.

This Master Planning exercise can show the operation and use of a temporary station and the potential footprint of a new facility with relationship to the boardwalk, parking and Belmont Park context. The evaluation should show the complete demolition, and temporary facilities with respect to a future station. *This process can exceed the maximum 5 year duration required for Option 2.*

Option 1 would be a new task order for the design team to include cost evaluation, master planning design services, and demolition coordination of existing facilities.

Scope not limited to but to include:

- Setting up of temporary facilities
- Complete Demolition of compromised facility
- Design/Build of new facility
- Cost Estimate

Option 2 – Temporary Repair (Continuously Occupying Existing Space):

It was discussed additional scope for this project team would be needed to include detailed drawings and details for best practices to repair the existing building ensuring the building can operate safely not exceeding 5 years.

RNT recommends the following additional scope with a cost estimate to be considered if the *immediate* temporary remediation of the facility is chosen while city planning for a new facility can occur:

1. Hazard Mitigation:

- Safely remove all loose and delaminated plaster from the building facade to eliminate the immediate danger of falling debris.
- Installation of temporary protective barriers and/or scaffolding with mesh overhangs around the perimeter of the building to safeguard the public from falling material during the remediation process.

2. Structural Stabilization:

- Comprehensive inspection and selective demolition of the exposed Concrete Masonry Units (CMU) to assess the extent of deterioration and structural integrity.
- Application of carefully controlled polymer-modified cementitious mortar for patching and repairing the exposed CMU cells to provide adhesion strength and resilience against coastal weather elements.
- Ensuring proper curing of the patched areas to avoid differential setting times which may lead to stress fractures.

3. Corrosion Mitigation:

- Inspection for signs of rebar corrosion within the CMU cells, with subsequent treatment of any corrosion found using a corrosion inhibitor applied directly to the rebar surface is a costly process. The observed cracked corrosion areas visible from the exterior are beyond repair.
- Application of a *breathable*, water-repellent coating to the repaired areas to help prevent future moisture ingress and further corrosion of the CMU's embedded reinforcement.
- The use of sacrificial anodes embedded in the repair work does not add a lot of incremental cost to the repair and may be a better return on investment if the structure needs to last more than 5 years.

4. Complete Exterior Surface (Skin) Treatment:

- Finalizing the temporary repairs with an elastomeric coating that provides weather protection with *breathability* and flexibility accommodating minor structural movements without cracking.
- The coating should have UV resistance to prevent degradation and maintain its protective properties throughout the minimum expected lifespan of the temporary repairs.
- Elastomeric Coating needs to be done as a complete repair for the entire envelope management of the building 'skin' as a system. *Not a spot treatment.*
- Existing Window and Doors may need modification, repair or replacement from moisture damage trapped under existing plaster finish.

5. Monitoring and Maintenance:

- The City should implement a facilities team for a regular inspection to monitor the condition of the temporary repairs.
- Development of a maintenance plan to address any signs of wear or failure promptly, extending the longevity of the temporary measures.

Option 2 would be a new task order for the design team to include cost evaluation and implementing each of the 5 recommended measures while the users occupy the space for no longer than 5 years.

Within the *5 year max* duration, the project would require additional scope for the future facilities planning and design services not limited to but include:

- Temporary facilities coordination
- Demolition of repaired facility that has reached its maximum lifespan
- Design/Build of new facility
- Cost Estimate

Option 3 – Temporary Debris Fall Protection

Following the consultant team's site visit on May 9th, 2024, with City Facilities, Fire, and Lifeguard Rescue, it was discussed that, in lieu of a temporary repair as detailed in option 2 above, the building could function for a maximum duration of five years 'as-is' by implementing a temporary solution to ensure the health, safety, and welfare of the occupants and the public on the boardwalk below. This solution involves encapsulating the building with a protective mesh to contain any falling debris.

The proposed solution includes the installation of a stainless-steel mesh anchored to the building. This mesh would be securely anchored along the roofline using a continuous horizontal steel plate, allowing it to drape over the building's features. Additionally, the mesh would be supported at mid-wall height and at the bottom of the wall and around doorway openings to effectively catch any falling debris.

Our recommendation is to use a product similar to the Carl Stahl X-TEND fall protection stainless steel mesh, known for its durability and effectiveness in such applications. Regular cleaning and monitoring of the mesh will be necessary to maintain its functionality and ensure ongoing safety.

Product example:



Within this report, you will find the Structural Engineer, Martin & Libby's Structural Observation Report from the May 9, 2024, site visit. This report provides further information supporting the proposed fastening of the mesh system to the existing building for the areas where there is potential risk of falling CMU wall and plaster finish. Refer to the recommended anchoring method, wire mesh support detail on page 3 of the observation report.

Any further detailing and analysis of Option 3 would be a new task order for the design team to include cost evaluation and implementing the recommended measures while the users occupy the space for no longer than 5 years.

Within the *5 year max* duration for Option 3, the project would require additional scope for the future facilities planning and design services not limited to but include:

- Temporary facilities coordination
- Demolition of repaired facility that has reached its maximum lifespan
- Design/Build of new facility
- Cost Estimate

If you have any questions, please contact our office.

Respectfully,



Brandon Martella, Principal
ROESLING NAKAMURA TERADA ARCHITECTS, INC.



June 11, 2024

Mr. Brandon Martella, AIA
RNT Architects
363 Fifth Avenue, Suite 202
San Diego, CA 92101

Re: Structural Engineering Services for H197089 Mission Beach Lifeguard Station
Renovation Scoping 20AR16 TOI Part 2; M&L #7533

Dear Brandon,

This letter follows our May 9, 2024 meeting at the site with City representatives from the Facilities, Fire and Lifeguard Divisions regarding the exterior concrete masonry (CMU) walls at the Mission Beach Lifeguard Station. The site is at the foot of Mission Bay Drive in San Diego, California and is adjacent to the ocean and the Mission Beach Boardwalk.

It seems that all parties are in agreement that the structure is coming to the end of its lifespan in a very aggressive atmosphere and that the cost of repair will continue to go up at an increasing rate. Replacement appears to be the agreed upon course of action in the next three to five years due to budgetary issues.

In the interim, it is desired to maintain the building in its current condition without injury to occupants or passersby due to falling debris. Since allocating funds for repair will detract from funds to be used for future replacement a simple solution is desired.

Given these circumstances, it is recommended that areas where the structure is presently or is projected to be in danger of losing masonry face shell material in the next five years be encapsulated with a mesh with a small enough net open area that damaging CMU material cannot pass through. That could be wire mesh or a durable material or plastic mesh.

The mesh can be anchored at the top with a continuous horizontal structural steel plate on the front side and through-bolted to the CMU with plate washers on the backside. This horizontal steel plate can be repeated at midheight of the wall and at the bottom or as needed to contain the debris. Debris may need to be cleaned out by maintenance on a periodic basis.

Mr. Brandon Martella
June 11, 2024
Page 2 of 2

As noted before this is just a temporary measure to maintain safety precautions until the lifeguard station is replaced in three to five years.

If you have any questions, please contact our office. We appreciate the opportunity to provide services.

Sincerely,
Libby Engineers, Inc.
dba Martin & Libby

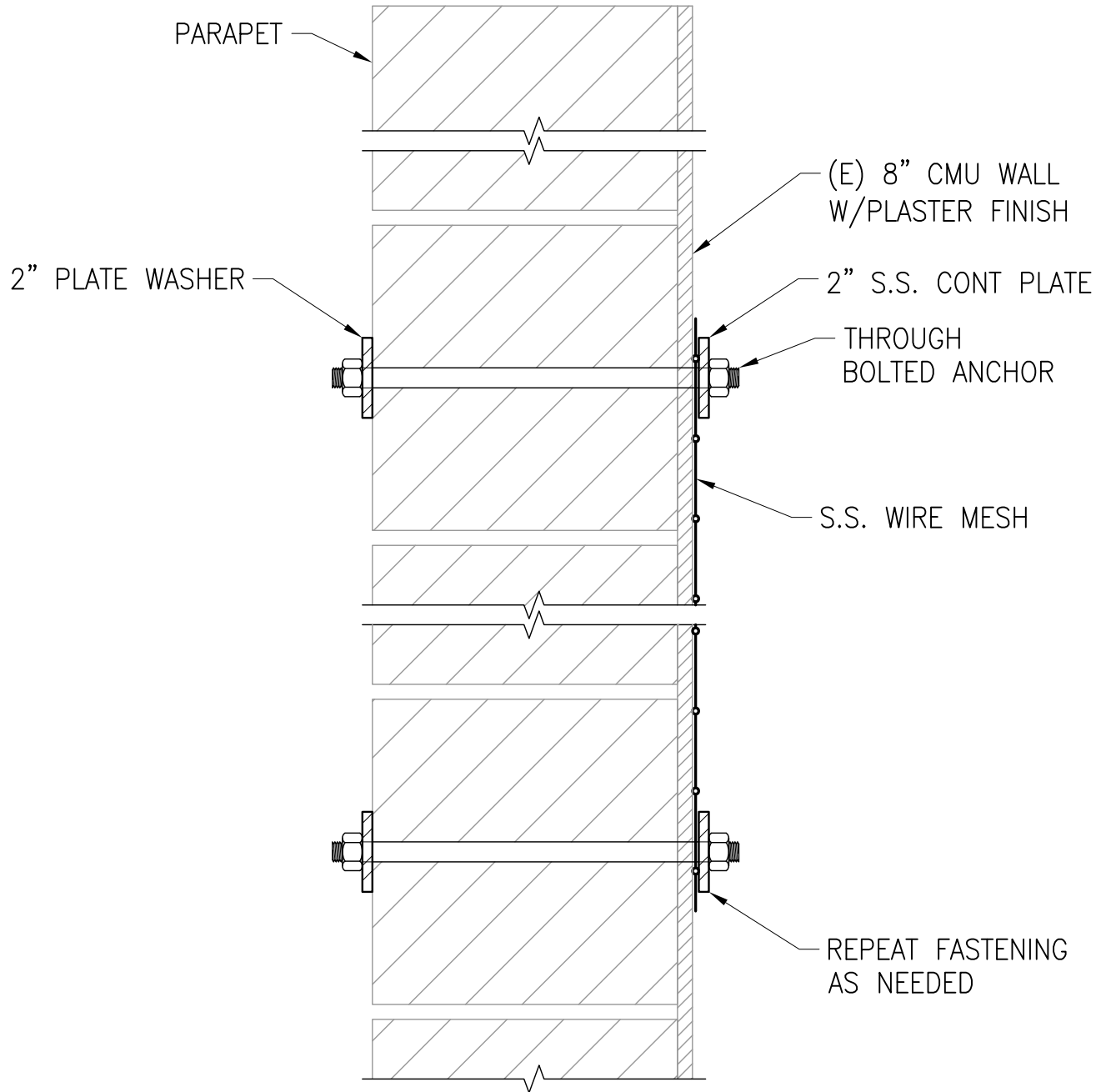
Jean M. Libby

Jean M. Libby
Principal

JML:jl



6/11/24 * 8:40 am * 7533 MISSION BEACH LIFEGUARD STATION.dwg

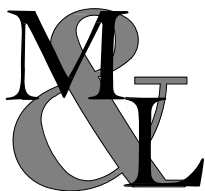


DETAIL

SCALE: 3" = 1'-0"

1

MISSION BEACH LIFEGUARD STATION WIRE MESH SUPPORT DETAIL



MARTIN & LIBBY
STRUCTURAL ENGINEERS
4452 Glacier Avenue, San Diego, CA 92120
Ph (619) 280-9307 F (619) 284-3533

JOB NO:	7533	DATE:	6/11/24
DES BY:	JML	DWG BY:	RBH
CHKD BY:	JML	SCALE:	AS NOTED
SHEET 1 OF 1			





January 19, 2024

Mr. Brandon Martella
RNT Architects
363 Fifth Avenue, Suite 202
San Diego, CA 92101

Subject: **Report of Structural Materials Testing and Condition Assessment Program
Mission Beach Lifeguard Station
San Diego, CA 92109
WSP Project No: 5015-23-0031.01**

Dear Mr. Martella:

At your request, WSP USA Environment & Infrastructure, Inc. (WSP USA) performed an investigation of selected areas of reinforced CMU of the Mission Beach Lifeguard Station at the location noted above. WSP USA performed core sampling, laboratory testing of the cores, and non-destructive testing of the structure of select areas of the Mission Beach Lifeguard Station.

Observations and Testing Results

Our investigation was limited to performing sampling and testing in the areas of the Mission Beach Lifeguard Station. The areas included 3 locations on the Mission Beach Lifeguard Station: Location 1 was the east face of the structure near the main entry door, Location 2 was the southwest corner of the structure, and Location 3 was the southeast corner at the back of the building.

Field Non-Destructive Testing Results

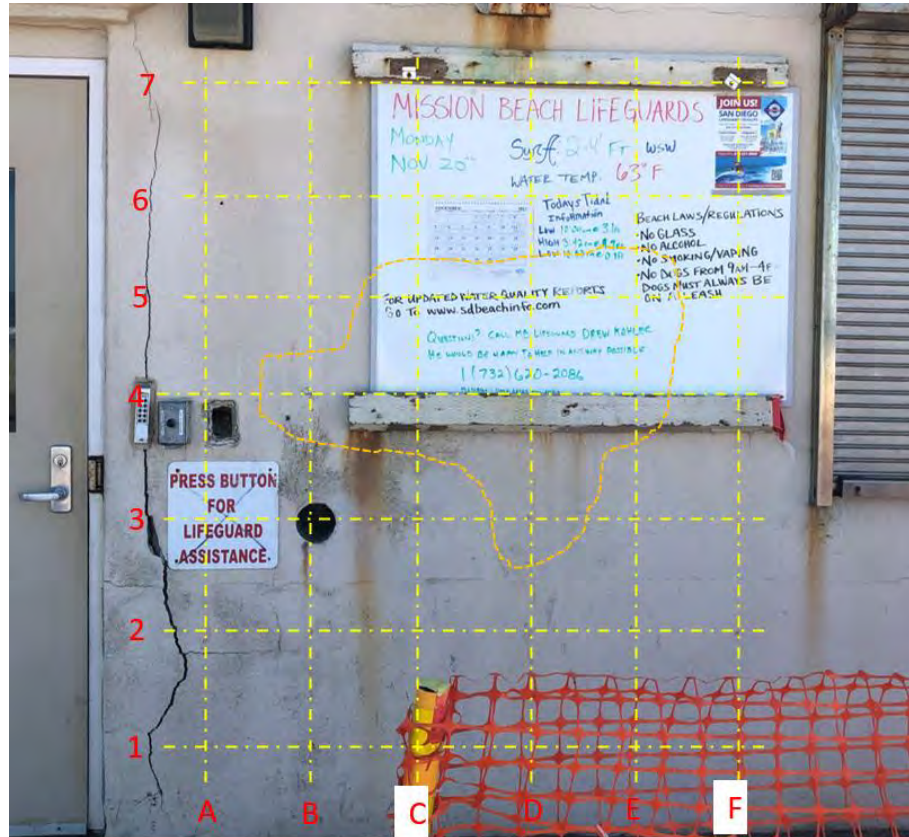
Half-cell potentials were measured in a general grid pattern at all three locations along the walls of the Mission Beach Lifeguard Station.

The half-cell potential testing was performed in general accordance with test method ASTM C876-15. Half-Cell potential is a method to evaluate corrosion potential of embedded reinforcing steel. According to the appendix, X1 of ASTM C876-15, the numeric magnitude technique notes that potentials over an area that are more negative than -0.35V have a 90% probability of corrosion present (**Bolded in tables** and denoted by red in below photographs), potentials over an area that are more positive than -0.20V have a 90% probability of no corrosion present, and if potentials are between -0.35V and -0.20V the corrosion potential is uncertain (*italicized in tables* and denoted by orange in below photographs). The approximate locations and the measured potentials can be seen in the images below:

Table 1, Half-Cell Potential Results for Location 1

7	-0.030	-0.030	-0.051	-0.042	-0.054	-0.073
6	-0.067	-0.102	-0.138	-0.128	-0.130	-0.122
5	-0.101	-0.168	-0.243	-0.226	-0.211	-0.176
4	-0.107	-0.210	Wooden Railing Present			
3	Sign	Cored Area	-0.196	-0.220	-0.177	-0.068
2	-0.050	-0.102	-0.151	-0.186	-0.168	-0.120
1	-0.081	-0.076	-0.102	-0.116	-0.121	-0.105
	A	B	C	D	E	F

The half-cell testing at Location 1 was laid out at approximately 12-inch increments. The rows go from “1” a few inches up from the ground to row “7” at the top of the door. The columns go from “A” located approximately 12 inches south from the door frame to column “F” located a few inches from the roll-up window opening. Testing results of the structure at this location did not include any areas that indicated a high probability (>90%) of corrosion potential. The areas of the concrete where testing results indicated uncertain probability (10%-90%) covered one central areas: the area located approximately 4 feet up from the ground and approximately 3 feet wide by 1-2 feet tall. The intersection of the gridlines denote approximate test locations in the sketches below.



Half-Cell Testing Reference Sketch at Location 1

Table 2, Half-Cell Potential Results for Location 2

West Face of Southwest Corner

South Face From Southwest Corner

7	-0.378	-0.470	-0.452	-0.443	Roll-up Window Opening					-0.400
6	-0.404	-0.467	-0.450	-0.384						-0.370
5	-0.480	Core Area	-0.390	-0.372						-0.330
4	-0.463	-0.384	-0.416	-0.35						-0.240
3	-0.386	-0.328	-0.400	-0.314	-0.378	-0.344	-0.340	-0.338	-0.189	-0.170
2	-0.427	-0.359	-0.369	-0.225	-0.299	-0.294	-0.278	-0.259	-0.207	-0.176
1	-0.408	-0.398	-0.410	-0.329	-0.278	-0.320	-0.176	-0.206	-0.186	-0.209
	A	B	C	D	E	F	G	H	I	J

The half-cell testing at Location 2 was laid out at generally 12-inch increments. The rows go from “1” a few inches up from the ground to row “7” at the top of the door. The columns go from “A” located approximately 12 inches south from the door frame to column “C” located approximately 12 inches from the southwest corner of the structure (columns A, B, & C were tested on the west face of the structure), then from column “D” located in the space between the roll-up window frame and the southwest corner of the structure to column “J” located on the other side of the roll-up window opening (columns D through J were tested on the south face of the structure). Testing results of the structure at this location had three areas that indicated a high probability (>90%) of corrosion potential: the entire area of the west face of the structure tested between the corner and the door frame, and the area of the space between the roll-up window and the southwest corner (column “D”) above approximately 3 feet up (covering an area of at least 6 feet up from the ground and at least 3 feet across), another area under the west corner of the roll-up window opening (covering an area of no more than 1 foot tall by 1 foot wide, approximately 2 feet up from the ground), and another area east of the roll-up window under the overhang of the structure (covering an area of at least 1 foot tall and at least 1 foot across, up approximately 6 feet up from the ground). The areas of the concrete where testing results indicated uncertain probability (10%-90%) covered one large area on the south face underneath the roll-up window opening, covering an area approximately 6 feet wide by 2 feet tall, note that there were only a few tested locations in that area that were more positive than the -0.20V: G1, I1, J2, and J3. The intersection of the gridlines denote approximate test locations in the sketches below.



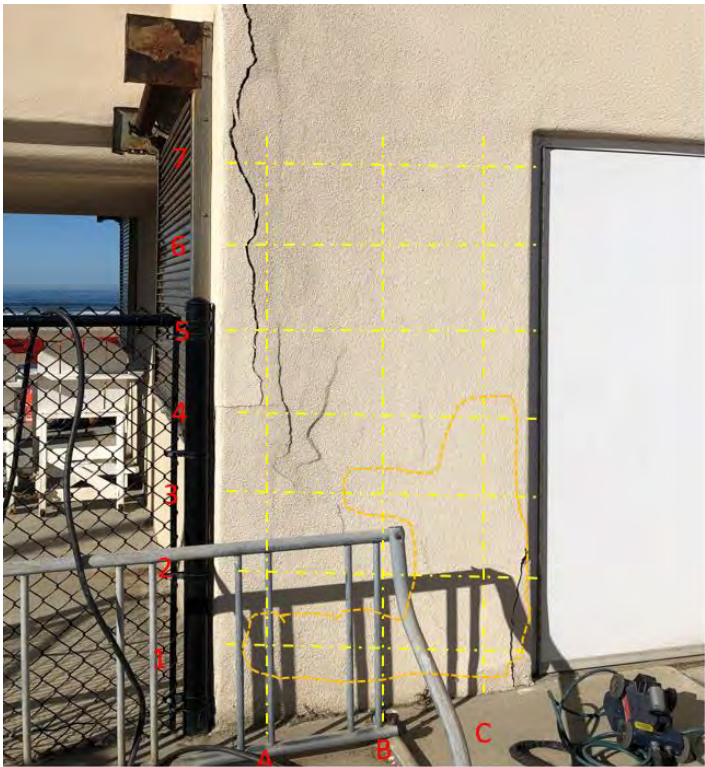
Half-Cell Testing Reference Sketch at Location 2.

The left side of the sketch is the west face of the southwest corner of the structure (columns A-C), the middle shows the section between the southwest corner and the roll-up window opening on the south face of the structure (column D), and on the right side shows the south face of the structure around the roll-up window opening.

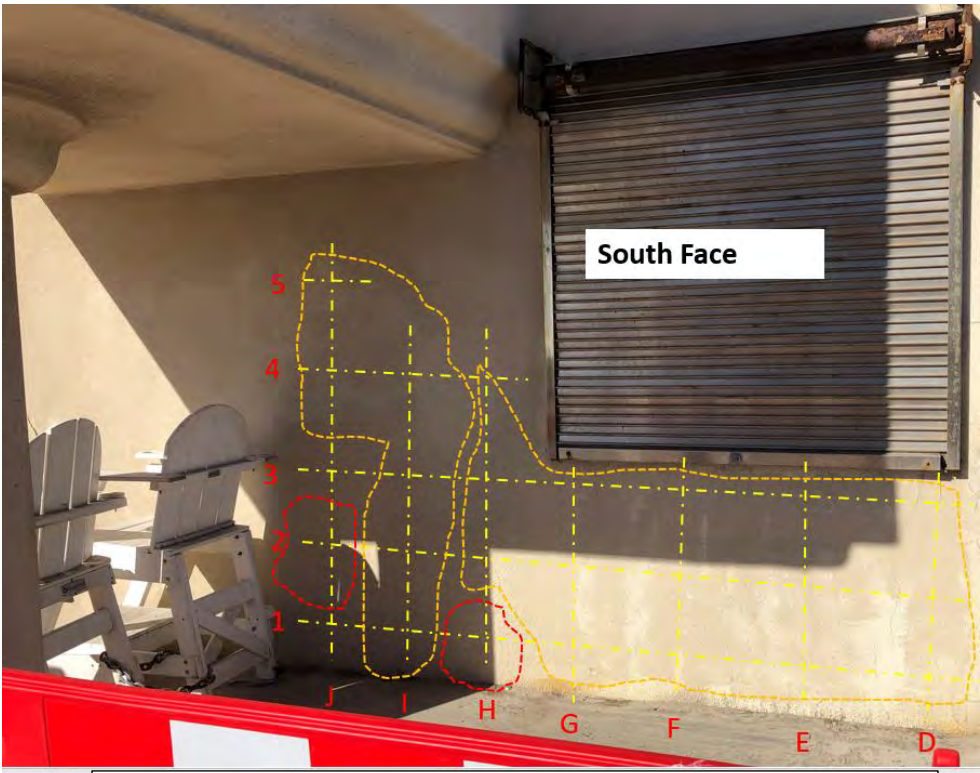
Table 3, Half-Cell Potential Results for Location 3

East Face				South Face							
7	-0.144	-0.186	-0.101		Roll-up Window Opening						
6	-0.151	-0.204	-0.109								
5	-0.113	-0.211	-0.194								
4	-0.145	--	-0.202								
				-0.282							
				-0.210	-0.270	-0.289					
3	-0.142	-0.204	-0.231	-0.196	-0.276	-0.248	-0.337	-0.335	-0.256	-0.249	
2	-0.145	-0.133	-0.222	-0.350	-0.290	-0.287	-0.244	-0.216	-0.248	-0.258	
1	-0.214	-0.223	-0.296	-0.329	-0.328	-0.411	-0.297	-0.276	-0.278	-0.314	
	A	B	C	J	I	H	G	F	E	D	

The half-cell testing at Location 3 was laid out at generally 12-inch increments. The rows go from “1” a few inches up from the ground to row “7” at the top of the door. The columns go from “A” located approximately 12 inches from the southeast corner of the structure to column “C” located approximately 12 inches from the door frame (columns A, B, & C were tested on the east face of the structure), then from column “D” located at the east end of the roll-up window frame to column “J” located on the other side of the roll-up window opening (columns D through J were tested on the south face of the structure). Testing results of the structure at this location had two small areas that indicated a high probability (>90%) of corrosion potential, both areas located on the south face of the structure, west of the roll-up window opening: the area under the west corner of the roll-up window opening (covering an area of no more than 1 foot tall by 1 foot wide, located a few inches up from the ground), and another area further west of the roll-up window under the overhang of the structure (covering an area of no more than 1 foot tall and at least 1 foot across [it may cover more to the west of the structure], up approximately 2 feet up from the ground). The areas of the concrete where testing results indicated uncertain probability (10%-90%) covered two areas: one area on the east face of the building between the door frame and the southeast corner covering an area approximately 3 feet wide at a few inches above the ground by approximately 3 feet tall adjacent to the door frame (the area is roughly triangularly shaped wide at the bottom, narrowing to the top against the door frame) and the other area located on the south face covering almost the entire area tested around the roll-up window opening covering an area at least 7 feet wide (from the southeast corner to underneath the overhang) and at least 3-4 feet high from the ground. The intersection of the gridlines denote approximate test locations in the sketches below.



Exposure Location 3 East Face



Exposure Location 3 South Face

Core Sampling and Laboratory Testing Results

In addition to the half-cell testing, core samples of the structure were taken from the three locations. From each of the cored areas chemical analysis of the core was performed. The chemical analysis performed on the cores included pH testing, water-soluble chloride content, and water-soluble sulfate content. The pH was evaluated following an internal laboratory method, based on ASTM and Caltrans test methods for determining pH of soils, and the water-soluble chloride and sulfate content was determined following Caltrans tests CTM 417 and 422, using ion chromatography.

The chemical testing was performed at a depth profile for each of the cores: one set of tests was performed on the exterior face shell of the CMU block (0 – 1.75”), then two depths of the grout in the CMU cell (1.75”-2.75” and 2.75”-3.75”). The results of these chemical analyses are summarized in the table below.

Table 4, Summary of Testing Results from Sample Cores

Lab No.	Location	Depth (in), Approximate	Chemical Analysis			
			pH of Pulverized Concrete	Water- Soluble Chloride	Chloride/ Hydroxide Ion Ratio	Water- Soluble Sulfate
			pH	Cl, % by mass	[Cl]/[OH]	SO ₄ , ppm
36391-1	Core #1	0-1.75"	10.65	0.06628	98.494	264.2
36391-2	Core #1	1.75"-2.75"	11.24	0.07460	28.495	112.9
36391-3	Core #1	2.75"-3.75"	11.46	0.06435	14.811	106.7
36392-1	Core #2	0-1.75"	10.34	0.01231	37.350	497.0
36392-2	Core #2	1.75"-2.75"	11.45	0.14266	33.599	149.5
36392-3	Core #2	2.75"-3.75"	11.43	0.18777	46.307	100.9
36393-1	Core #3	0-1.75"	10.72	0.07999	101.173	497.5
36393-2	Core #3	1.75"-2.75"	11.54	0.07443	14.249	113.8
36393-3	Core #3	2.75"-3.75"	11.55	0.06951	13.004	113.6

Water soluble chloride with sufficient amount present in concrete is capable to initiate or accelerate the corrosion of reinforcing steel embedded in concrete, mortar or grout. The pH is used to determine the

hydroxyl ion concentration that will aid us in evaluating the threshold value of corrosion (chloride to hydroxyl ion molar activity ratio) to occur in concrete.

Generally, the pH (hydroxyl ion concentration) of new concrete is on the order of 12.5 or more. This high alkalinity in contact with the embedded reinforcing steel causes a passivating layer to form around the reinforcing steel and protects it from corrosion. Two conditions can break down this passivating layer and corrosion can occur if sufficient oxygen is present. First the passivating layer breaks down as the pH of the concrete drops through the natural carbonation process. The passivating layer starts to break down around a pH of 11.5 and around a pH of 10 to 11 the passivating layer is completely broken down. The concrete is said to be completely carbonated at a pH of about 8.5. Phenolphthalein indicator is often used to evaluate the depth of carbonation but this only denotes areas that have a pH less than about 8.5. The second condition is the presence of chlorides. Chlorides (by themselves) can cause corrosion of steel. Passivated steel in concrete is somewhat protected from chlorides to a certain extent however chlorides can also break the passivating layer of the steel and cause corrosion.

PETROGRAPHIC ANALYSIS

The petrographic analysis was performed on the concrete core samples in general accordance with the applicable sections of ASTM C 856-18a (Standard Practice for Petrographic Examination of Hardened Concrete).

A petrographic evaluation may be performed to identify and describe a specific item of interest, such as the presence or extent of distress in concrete, or to provide a general characterization and measure of quality of the materials being evaluated. The petrographic evaluation of concrete examines the constituents of the concrete including coarse aggregates, fine aggregates, embedded items, hardened paste, and air void structure. The examination identifies cracking present in the concrete, indications of corrosion, extent of damage from external sources, aggregate reaction, chemical attack, sulfate attack, freeze thaw cracking, acid attack, and other mechanisms of deterioration. The petrographic examination can also estimate the water to cement ratio, look for indications of mineral additives and unhydrated cement particles in the paste, look for indications of bleed water and excess porosity in the concrete, look for indications of curing procedures used and methods of finishing, observe micro cracking present and other conditions within the

concrete which might give information on the overall quality or the quality of any particular constituent material. Aggregate mineralogy, rock types, and mineral crystal structure can be identified when thin sections are viewed under a transmitted polarized light microscope.

PETROGRAPHIC OBSERVATIONS

Detailed petrographic observations are presented in the petrographic observation summary sheets in Appendix B, C, and D. A summary of our petrographic observations is presented below.

General Observations

The cores samples contain the outer CMU and the grout. In the cores samples the CMU was not bonded to the grout.

Aggregate

The CMU appeared to contain numerous voids and contained 3/8 in maximum size coarse that generally compromised approximately 25% TO 35% of the total aggregate fraction with the remaining fraction being fine aggregate. The grout appeared to contain numerous voids and contained 3/8 in maximum size coarse that generally compromised approximately 25% TO 35% of the total aggregate fraction with the remaining fraction being fine aggregate. Both the CMU and grout readily absorbed drops of water.

Cement Paste

The cement paste in the CMU was generally medium dark gray (N4) to medium gray (N5) in color (2009 Munsell/Geological Society of America Geologic Rock Color Chart). The cement paste in the grout was generally light gray (N7) in color (2009 Munsell/Geological Society of America Geologic Rock Color Chart). The paste appears to be moderately hard and moderately dense. The paste appears to have a moderate porosity, moderate water-to-cement ratio, and moderate cement content based on visual observations and water drop absorption behavior.

A cut section of each of the cores was stained with phenolphthalein. The phenolphthalein will change pink when the pH of the concrete is above approximately 9. Images of the stained section are presented in the appendixes at the end of this report. Observations of the phenolphthalein stained section and petrographic thin sections showed carbonation of the CMU and carbonation extending various depths into the grout.

Air Voids

The concrete does not appear to be air-entrained. The entrapped air void content generally appears to be moderately high. Most of the air voids are round to ovoid in shape, greater than 1mm in diameter, and relatively evenly distributed.

Fractures

Fractures were observed in the samples and the CMU was not bonded to the grout.

DISCUSSION

Based on the results of our analysis the core samples appeared to be comprised of commercially produced CMU that was manufactured with low slump concrete vibrated into forms, producing numerous irregularly shaped voids typical of CMU. The grout appeared to be a 3/8 maximum grout with 25% to 35% coarse aggregate, typical of masonry grouts. The grout appeared to have been placed at a high slump based on the water gain voids observed and the reaction of a water drop on the polished surface. Indications of distress from alkali silica reaction (ASR), sulfate attack, delayed ettringite formation or freeze thaw were not observed. A significant observation was the depth of carbonation that was observed in the CMU and into the grout. New concrete has a high pH, generally in the range of 12 to 13, which causes a passivating oxide layer to form over the reinforcing steel and protect it from corrosion. However, over time through the process of carbonation the pH can drop, and the passivating layer can degrade, and corrosion can occur. Carbonation occurs as the concrete is exposed to atmospheric carbon dioxide and moisture. The carbon dioxide dissolves in moisture and forms carbonic acid which reacts with the calcium hydroxide in the cement paste and lowers the pH of the concrete. Over time the carbonation gradually works its way inward. As the depth of carbonation reaches the embedded reinforcing steel, the natural protection that concrete offers reinforcing steel is diminished and the embedded reinforcing steel can corrode; this is referred to as carbonation-induced corrosion of embedded reinforcing steel. Halide ions (chloride being the most common) will also degrade the passivating layer and cause corrosion. When evaluating corrosion potential of reinforcing steel in concrete that has been in service it is beneficial to evaluate the ratio between the chloride and hydroxyl ions. The concentration of the hydroxyl ions are evaluated by measuring the pH and the chloride ions are evaluated by a chloride ion test (either water soluble or total chloride). Water soluble chloride ions are the chloride ions that are currently available to contribute to the corrosion process. Total chlorides (also called acid soluble chlorides) are a measure of the water soluble and the insoluble chlorides (chlorides bound and not currently available for corrosion).

The bound chlorides are bound in organic compounds and in chloroaluminates and generally become free and available for the corrosion process as the pH of the concrete drops. Water soluble chlorides provide an indication of the current conditions and total chlorides provide an indication of the future conditions. Typically, somewhere around 70% of the total chlorides are water soluble.

A well-established threshold value for corrosion to occur as stated in ACI Special Publication SP-49 Corrosion of Metals in Concrete is 0.6, meaning when the chloride ion to hydroxyl ion ratio (Cl^-/OH^-) exceeds 0.6, corrosion of the embedded reinforcing can occur (similar results have been confirmed in other research). However, the value of 0.6 for the Cl^-/OH^- does not take into account binding properties of cement or cementitious materials or the rate of ingress of agents that can contribute to the corrosion such as moisture and oxygen. A more dense, less permeable concrete will slow the ingress of agents that cause corrosion. Kayyali et al ⁽¹⁾ states that research by Page et al and Lambert et al found that the threshold for corrosion in concrete is probably around a Cl^-/OH^- of 3. Rovnanikova et al ⁽²⁾ states that the threshold may be as high as 6 and depends on many factors including the porous structure of the concrete and the moisture of the concrete.

- 1- O.A. Kayyali and M.N. Haque, *The Cl^-/OH^- Ratio in Chloride-Contaminated Concrete- A Most Important Criterion. Magazine of Concrete Research, 1994*
- 2- P. Rovnanikova and D. Vorchovska, *Threshold of the Chloride to Hydroxide Ion Ratio in Relation to Steel Corrosion, XXV International Conference and Meeting of Departments CONSTRUMAT 2019.*

The Mission Beach Lifeguard tower is an oceanfront building and as such is exposed to chlorides. Additionally, the building is a CMU structure and the porous nature of the masonry construction helps to provide pathways for moisture, oxygen, and chlorides to enter the materials and eventually cause corrosion of the embedded reinforcing steel and eventually shortens the life of the structure. Currently the test results indicate that the CMU construction is providing minimal protection to the reinforcing steel against corrosion and as a result the reinforcing steel is corroding and expanding causing the cracking and spalling of the CMU construction that is observed. Repairs can be made to the currently observed cracks and spalls, however due to the age of the structure, proximity to the ocean, and the materials used in construction repairing of the cracks and spalls will be a continuing maintenance issue. The current cracks and spalls should be addressed before pieces detach from the building possibly causing damage or injury.

LIMITATIONS

This report is intended to present data derived from samples collected for this project at specific locations and times and may not be representative of conditions at remaining portions of the site. Our scope of work did not include structural design review, assessment, or observations for conformance to design standards or applicable building codes.

WSP is pleased to submit this report. If more information is needed, or if you have any questions, please contact us.

Sincerely,

WSP USA Environment & Infrastructure, Inc.



David C. Wilson, P.E.
Senior Principal Engineer – Materials



Michael Gibson, EIT
Project Engineer



Zahraa Al Khafaji, PE registered in IL
Project Engineer

Attachments: Appendix A- Field Photographs
Appendix B- Results and photographs for sample 36391
Appendix C- Results and photographs for sample 36392
Appendix D- Results and photographs for sample 36393

Appendix A

Field Photographs

Photograph #1	Remarks
	The southwest corner of the structure. Cracking was observed to be significant

Photograph #2	Remarks
	The southwest corner of the structure. Cracking was observed to be significant

Photograph #3	Remarks
	The southwest corner of the structure. Cracking was observed to be significant and was observed to progress fair along the face of the structure.

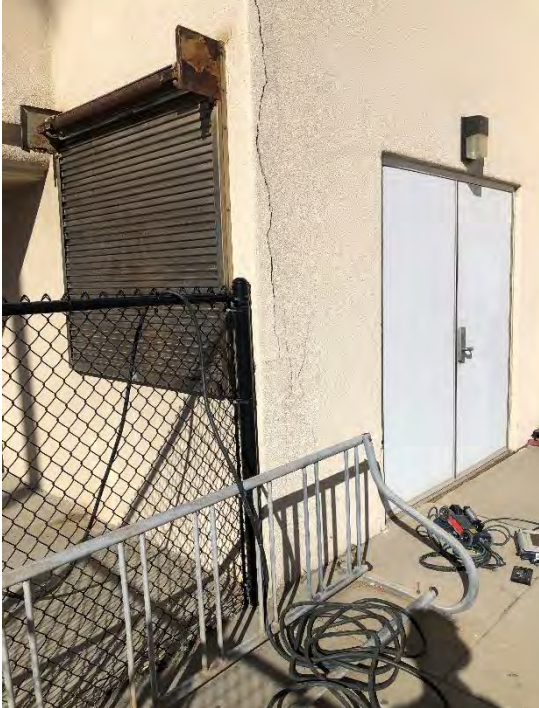
Photograph #4	Remarks
	The outer surface of the plaster observed also had extensive cracking. This is toward the second story at the southwest corner of the structure.

Photograph #5	Remarks
	The outer surface of the plaster observed also had extensive cracking. This is toward the second story at the southwest corner of the structure.

Photograph #6	Remarks
	Much of the cracking that was observed to be worse at the corners of window and door frames.

Photograph #7	Remarks
	Core Location 1 Prior to coring, note coring location is noted on the wall in the photo.

Photograph #8	Remarks
	Core Location 2 Prior to coring, note coring location is noted on the wall in the photo.

Photograph #9	Remarks
	Core Location 3 Prior to coring

Photograph #10	Remarks
	Core Location 1 After coring and exposing the reinforcement. Note reinforcement showed some minor corrosion, but appeared largely sound

Photograph #11	Remarks
	Core Location 2 After coring and exposing the reinforcement. Note reinforcement showed major corrosion, little area of the reinforcement appeared to be sound
Photograph #12	Remarks
	Core Location 3 After coring and exposing the reinforcement. Note reinforcement showed some minor corrosion, but appeared largely sound

Appendix B

Petrographic Summary Sheets and Photograph for Sample 36391

SUMMARY OF PETROGRAPHIC OBSERVATIONS OF HARDENED CONCRETE- CMU

PROJECT NAME	Mission Beach Lifeguard Station
PROJECT NUMBER	5015-23-0031
SAMPLE I.D.	36391 Concrete Masonry Unit
SAMPLE SIZE AND DESCRIPTION AS RECEIVED	4-inch diameter concrete core, approximately 6.7 inches long. a section contains concrete masonry unit 1.6 inches thick with the remainder being grout. The masonry block contained several layers of cementitious coating and paints on the original exposed surface..

CHARACTERISTICS	OBSERVATIONS
COARSE AGGREGATE:	
Shape	Mostly sub rounded to angular.
Grading	Relatively even, 3/8 -inch maximum diameter.
Distribution	Relatively even, coarse aggregate comprises, approximately 25% of the total aggregate fraction.
Texture	fine
Composition	Silicious
Rock Types	Volcanic
Alteration: - Degree - Products	Not observed.
Coatings	Not observed.
Rims	Not observed.
Internal Cracking	Some internal cracking observed.
Contamination	Not observed.
FINE AGGREGATE:	
Shape	Mostly sub angular to sub rounded
Grading	Fine aggregate comprises approximately 75% of the total aggregate fraction.
Distribution	Even



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Texture	Fine to Coarse
Composition	Silicious
Rock/Mineral Types	Primarily quartz and fragment of the coarse aggregate rock types.
Alteration: - Degree - Products	Not observed.
Coatings	Not observed.
Rims	Not observed.
Internal Cracking	Some internal cracking observed.
Contamination	Not observed.

CHARACTERISTICS	OBSERVATIONS
CONCRETE:	
Air-Entrained or Not	No Air entrained, only entrapped air
Air Voids: - Shape - Size - Distribution	Mostly irregular and Circular to Oval, generally >1 mm, Evenly distributed.
Bleeding	Not observed.
Segregation	Not observed.
Aggregate-Paste Bond	Most aggregate particles appear to have a good bond with surrounding paste
Fractures	some fractures were observed.
Embedded Items - Shape - Size - Location - Type	Not observed.
Alteration: - Degree & Type - Reaction Products - Location - Identification	Not observed.
Nature and Condition of Surface Finish and treatments	The masonry block contained several layers of cementitious coating and paints on the original exposed surface.
Estimated Water-Cement Ratio (based on visual observations and water drop test)	Appears to have a moderately low water to cement ratio.

Estimated Cement Content (based on visual observations and water drop test)	Appears to have a moderate cement content.
PASTE:	
Color (Munsell/GSA Geologic Rock Color Chart, 2009)	Closest Munsell color match is medium gray (N5).
Hardness	Moderately hard, could be scratched with an MT-29 dental tools.
Porosity	Water drops test result showed the water was rapidly absorbed into the concrete. Average time to absorb a 15 micro-liter drop was about 9 minutes
Carbonation	Observed, 1.6 inch.
Residual Un-Hydrated Cement: - Distribution - Particle Size - Abundance - Composition	Well Hydrated Cement.
Mineral Admixtures: - Size - Abundance - Identification	Not observed.
Contamination: - Size - Abundance - Identification	Not observed.

SUMMARY OF PETROGRAPHIC OBSERVATIONS OF HARDENED CONCRETE - Grout

PROJECT NAME	Mission Beach Lifeguard Station
PROJECT NUMBER	5015-23-0031
SAMPLE I.D.	36391 Grout Concrete
SAMPLE SIZE AND DESCRIPTION AS RECEIVED	4-inch diameter concrete core, approximately 6.7 inches long. a section contains Concrete Masonry unit. 1.6 inch thick



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CHARACTERISTICS	OBSERVATIONS
COARSE AGGREGATE:	
Shape	Mostly sub rounded to angular.
Grading	Relatively even, 3/8 -inch maximum diameter.
Distribution	Relatively even, coarse aggregate comprises, approximately 25% to 30% of the total aggregate fraction.
Texture	fine
Composition	Silicious
Rock Types	Volcanic/Granitic
Alteration: - Degree - Products	Not observed.
Coatings	Not observed.
Rims	Not observed.
Internal Cracking	Some internal cracking observed.
Contamination	Not observed
FINE AGGREGATE:	
Shape	Mostly sub angular to sub rounded
Grading	Fine aggregate comprises approximately 75% to 70% of the total aggregate fraction.
Distribution	Even
Texture	Fine to Coarse
Composition	Silicious
Rock/Mineral Types	Primarily quartz grains and fragments of the coarse aggregate particles
Alteration: - Degree - Products	Not observed
Coatings	Not observed.
Rims	Not observed.
Internal Cracking	Not observed.
Contamination	Not observed.



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CHARACTERISTICS	OBSERVATIONS
CONCRETE:	
Air-Entrained or Not	Not air entrained.
Air Voids: - Shape - Size - Distribution	Mostly Circular to Oval, generally >1 mm, relatively evenly distributed.
Bleeding	Few water gain voids and bleed channels observed.
Segregation	Not observed.
Aggregate-Paste Bond	Most aggregate particles appear to have a good bond with surrounding paste
Fractures	Several fractures were observed. Grout was not bonded to the CMU
Embedded Items - Shape - Size - Location - Type	Not observed.
Alteration: - Degree & Type - Reaction Products - Location - Identification	Not observed.
Nature and Condition of Surface Finish and treatments	Not observed.
Estimated Water-Cement Ratio (based on visual observations and water drop test)	Appears to have a moderately High water to cement ratio.
Estimated Cement Content (based on visual observations and water drop test)	Appears to have a moderate cement content.
PASTE:	
Color (Munsell/GSA Geologic Rock Color Chart, 2009)	Closest Munsell color match is light gray (N7).
Hardness	Moderately hard, could be scratched with an MT-29 dental tools.
Porosity	Water drops test result showed the water was rapidly absorbed into the concrete. Average time to absorb a 15 micro-liter drop was about 9 minutes.
Carbonation	Yes, up to 0.7 inch.

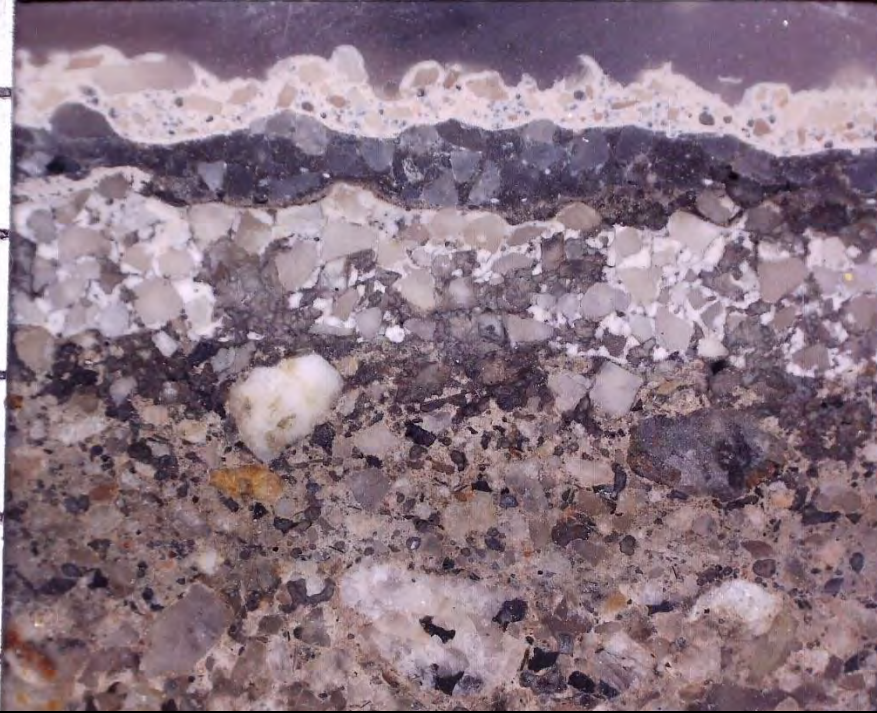


January 19, 2024

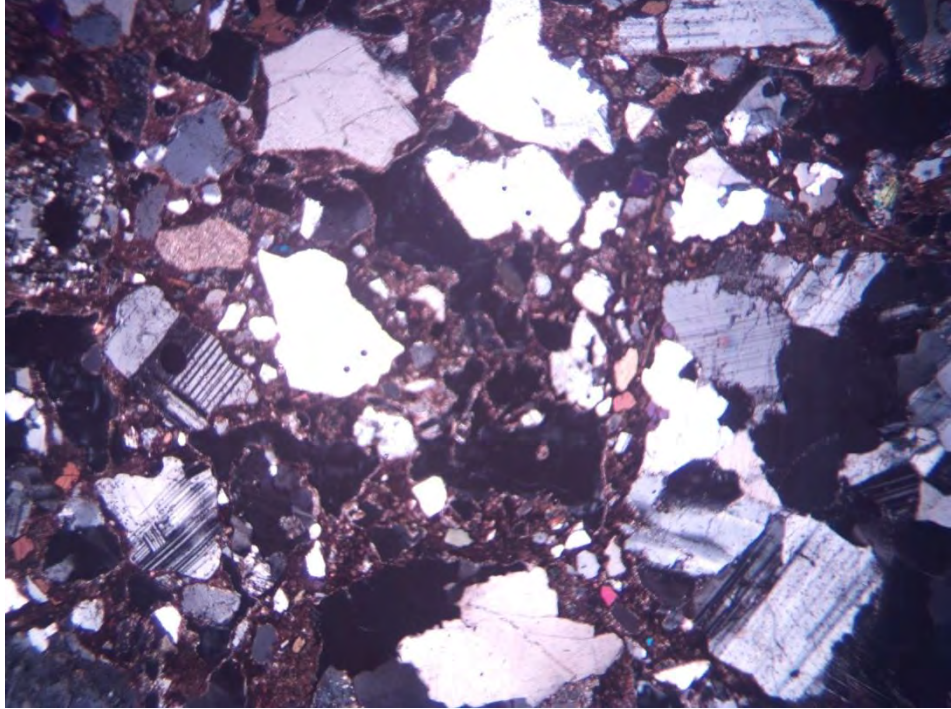
Residual Un-Hydrated Cement: - Distribution - Particle Size - Abundance - Composition	Well Hydrated Cement. only few residual cement particles were observed.
Mineral Admixtures: - Size - Abundance - Identification	Not observed.
Contamination: - Size - Abundance - Identification	Not observed.

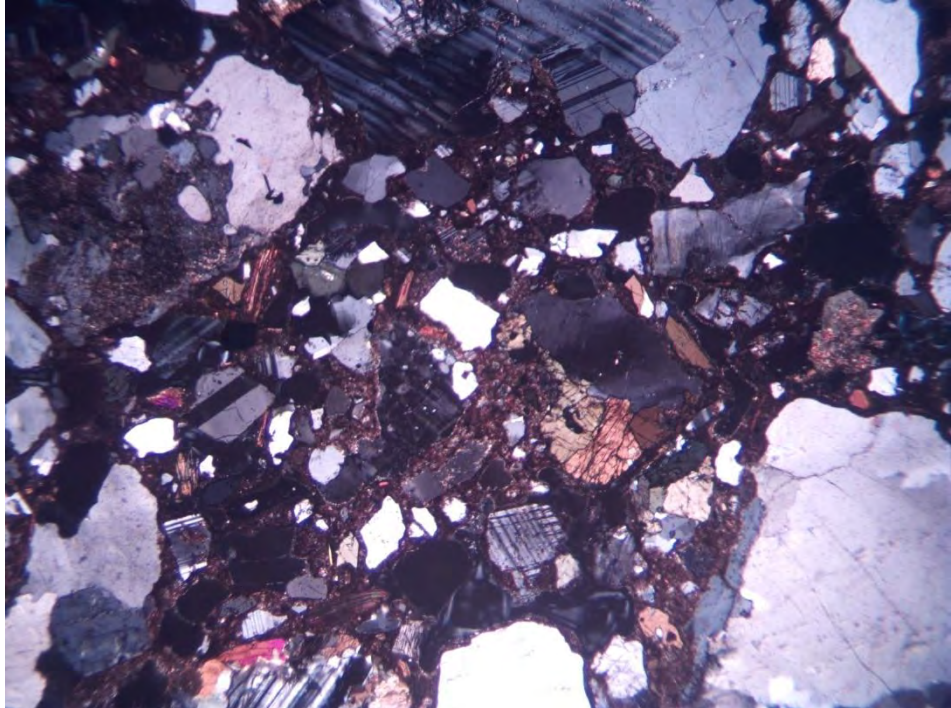
Photograph #36391-1	Remarks
	Polished section prepared from core sample 36391. The original exposed surface is to the left of the photograph

Photograph #36391-2	Remarks
	A cut section of core sample 36391 that has been stained with phenolphthalein. The original exposed surface is to the left of the photograph

Photograph #36391-3	Remarks
	Cross section view of original exposed surface of core sample 36391 showing various layers of colored finish coats. The lines to the left are spaced at 0.1 inch.

Photograph #36391-4	Remarks
	Interface between the concrete masonry units and the grout on sample 36391 (no bond). The lines to the left are spaced at 0.1 inch.

Photograph #36391-5	Remarks
	Thin section photomicrograph showing voids and carbonation in the CMU. Width of view is 4mm. Taken in cross polarized light

Photograph #36391-6	Remarks
	Thin section photomicrograph showing voids and carbonation in the grout. Width of view is 4mm. Taken in cross polarized light

Appendix C

Petrographic Summary Sheets and Photograph for Sample 36392

SUMMARY OF PETROGRAPHIC OBSERVATIONS OF HARDENED CONCRETE -CMU

PROJECT NAME	Mission Beach Lifeguard Station
PROJECT NUMBER	5015-23-0031
SAMPLE I.D.	36392 Concrete Masonry Unit
SAMPLE SIZE AND DESCRIPTION AS RECEIVED	4-inch diameter concrete core, approximately 6.5 inches long. a section contains Concrete Masonry unit. 1.6-inch depth from the top. The original exposed surface of the CMU contained several layers of cementitious coating and paints

CHARACTERISTICS	OBSERVATIONS
COARSE AGGREGATE:	
Shape	Mostly sub rounded to sub angular.
Grading	Relatively even, 3/8 -inch maximum diameter.
Distribution	Relatively even, coarse aggregate comprises, approximately 35% of the total aggregate fraction.
Texture	fine
Composition	Silicious
Rock Types	Volcanic.
Alteration: - Degree - Products	Not observed.
Coatings	Not observed.
Rims	Not observed.
Internal Cracking	Some internal cracking observed.
Contamination	Not observed.
FINE AGGREGATE:	
Shape	Mostly sub angular to sub rounded
Grading	Fine aggregate comprises approximately 65% of the total aggregate fraction.



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Distribution	Even
Texture	Fine to Coarse
Composition	Silicious
Rock/Mineral Types	Primarily quartz grains and fragments of the coarse aggregate particles
Alteration: - Degree - Products	Not observed.
Coatings	Not observed.
Rims	Not observed.
Internal Cracking	Some internal cracking observed.
Contamination	Not observed.

CHARACTERISTICS	OBSERVATIONS
CONCRETE:	
Air-Entrained or Not	Not air entrained
Air Voids: - Shape - Size - Distribution	Mostly irregular and Circular to Oval, generally >1 mm,
Bleeding	Not observed.
Segregation	Not observed.
Aggregate-Paste Bond	Most aggregate particles appear to have a good bond with surrounding paste
Fractures	Some fractures were observed.
Embedded Items - Shape - Size - Location - Type	Not observed.
Alteration: - Degree & Type - Reaction Products - Location - Identification	Not observed.
Nature and Condition of Surface Finish and treatments	Not observed.
Estimated Water-Cement Ratio (based on visual observations and water drop test)	Appears to have a moderately low water to cement ratio.



January 19, 2024

Estimated Cement Content (based on visual observations and water drop test)	Appears to have a moderate cement content.
PASTE:	
Color (Munsell/GSA Geologic Rock Color Chart, 2009)	Closest Munsell color match is medium dark gray (N4).
Hardness	Moderately hard, could be scratched with an MT-29 dental tools.
Porosity	Water drops test result showed the water was rapidly absorbed into the concrete. Average time to absorb a 15 micro-liter drop was about 1.3minutes
Carbonation	Observed, 1.5 inch.
Residual Un-Hydrated Cement: - Distribution - Particle Size - Abundance - Composition	Well Hydrated Cement.
Mineral Admixtures: - Size - Abundance - Identification	Not observed.
Contamination: - Size - Abundance - Identification	Not observed.

SUMMARY OF PETROGRAPHIC OBSERVATIONS OF HARDENED CONCRETE -Grout

PROJECT NAME	Mission Beach Lifeguard Station
PROJECT NUMBER	5015-23-0031
SAMPLE I.D.	36392 Grout
SAMPLE SIZE AND DESCRIPTION AS RECEIVED	4-inch diameter concrete core, approximately 6.9 inches long. a section contains Concrete Masonry unit. 1.6-inch depth from the top .

CHARACTERISTICS	OBSERVATIONS
COARSE AGGREGATE:	
Shape	Mostly sub angular to sub rounded
Grading	Relatively even, 3/8 -inch maximum diameter.
Distribution	Relatively even, coarse aggregate comprises, approximately 30% of the total aggregate fraction.
Texture	fine
Composition	Silicious
Rock Types	Volcanic/Granitic
Alteration: - Degree - Products	Not observed.
Coatings	Not observed.
Rims	Not observed.
Internal Cracking	Some internal cracking observed.
Contamination	Not observed.
FINE AGGREGATE:	
Shape	Mostly sub rounded to sub angular
Grading	Fine aggregate comprises approximately 70% of the total aggregate fraction.
Distribution	Even
Texture	Fine to Coarse
Composition	Silicious



January 19, 2024

Rock/Mineral Types	Primarily quartz and fragments of the coarse aggregate particels
Alteration: - Degree - Products	Not observed.
Coatings	Not observed.
Rims	Not observed.
Internal Cracking	Not observed.
Contamination	Not observed.

CHARACTERISTICS	OBSERVATIONS
CONCRETE:	
Air-Entrained or Not	Not air entrained
Air Voids: - Shape - Size - Distribution	Mostly Spherical to Oval, generally >1 mm, relatively evenly distributed.
Bleeding	Few water gain voids and bleed channels observed.
Segregation	Not observed.
Aggregate-Paste Bond	Most aggregate particles appear to have a good bond with surrounding paste.
Fractures	some fractures were observed.
Embedded Items - Shape - Size - Location - Type	Not observed.
Alteration: - Degree & Type - Reaction Products - Location - Identification	Not observed.
Nature and Condition of Surface Finish and treatments	Not observed.
Estimated Water-Cement Ratio (based on visual observations and water drop test)	Appears to have a moderately High water to cement ratio.
Estimated Cement Content (based on visual observations and water drop test)	Appears to have a moderate cement content.



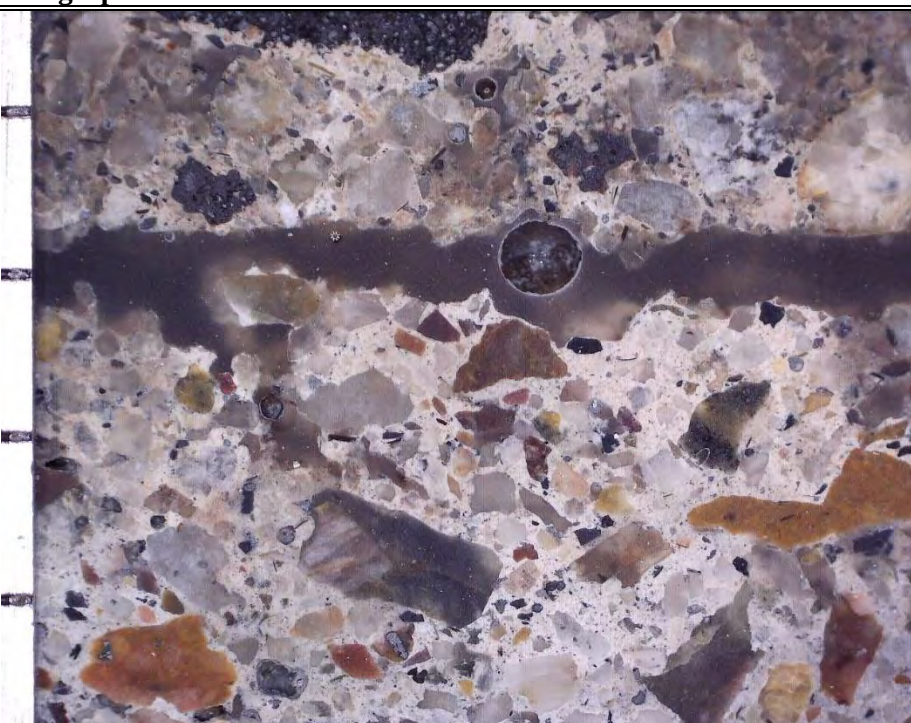
January 19, 2024

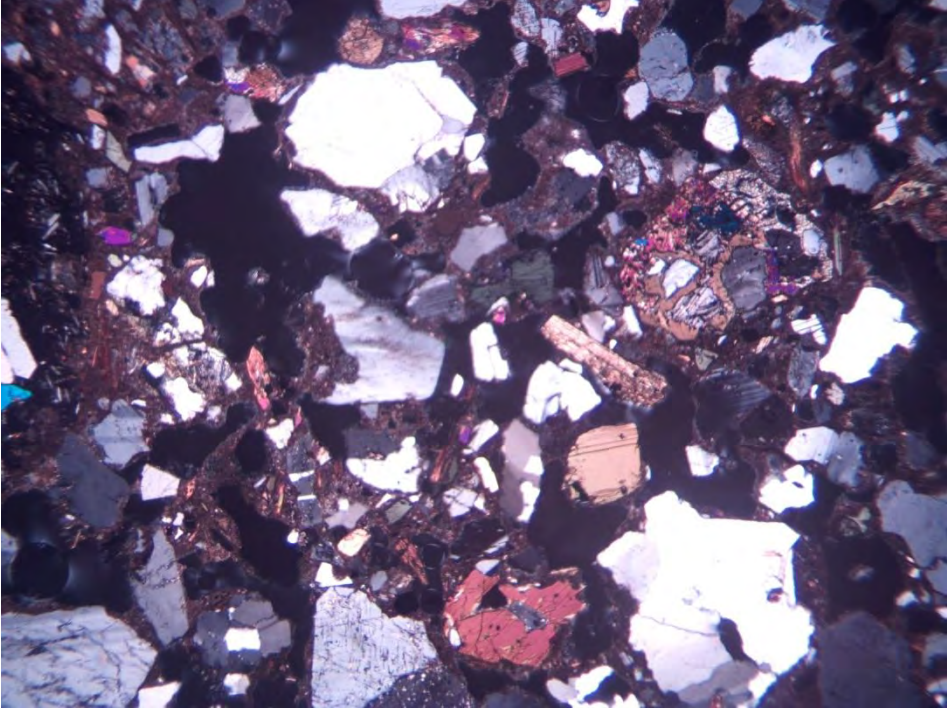
PASTE:	
Color (Munsell/GSA Geologic Rock Color Chart, 2009)	Closest Munsell color match is light gray (N7).
Hardness	Moderately hard, could be scratched with an MT-29 dental tools.
Porosity	Water drops test result the water was rapidly absorbed into the concrete. Average time to absorb a 15 micro-liter drop was about 3.9 minutes
Carbonation	Observed up to 0.7 inch.
Residual Un-Hydrated Cement: - Distribution - Particle Size - Abundance - Composition	Well Hydrated Cement. only few residual cement particles were observed.
Mineral Admixtures: - Size - Abundance - Identification	Not observed.
Contamination: - Size - Abundance - Identification	Not observed.

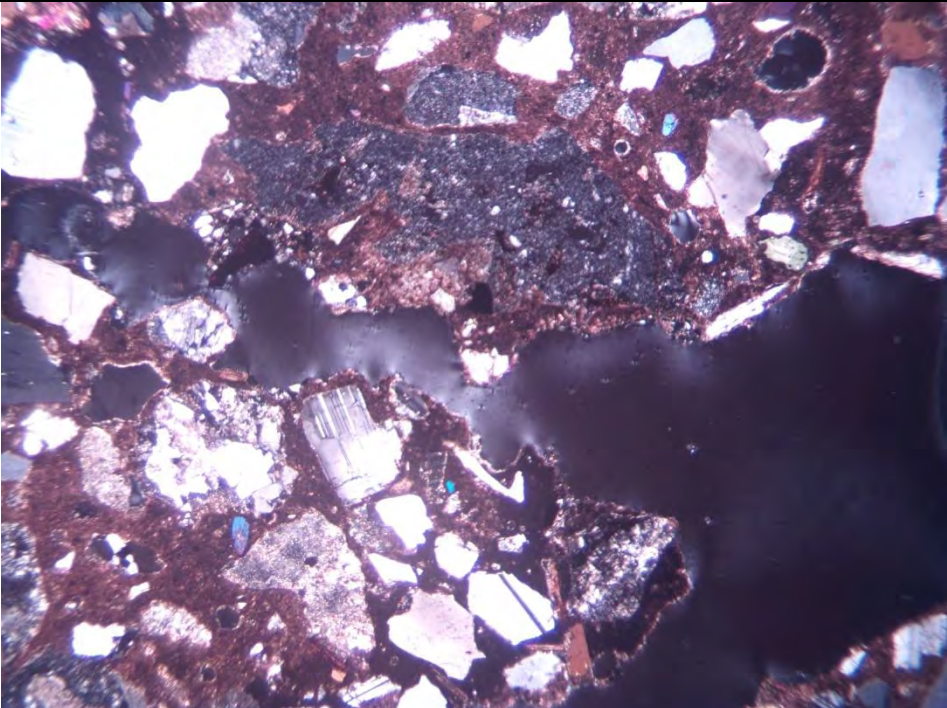
Photograph #36392-1	Remarks
	Polished section prepared from core sample 36392. The original exposed surface is to the left of the photograph

Photograph #36392-2	Remarks
	A cut section of core sample 36392 that has been stained with phenolphthalein. The original exposed surface is to the left of the photograph

Photograph #36392-3	Remarks
	Cross section view of original exposed surface of core sample 36392 showing various layers of colored finish coats and paint. The lines to the left are spaced at 0.1 inch.

Photograph #36392-4	Remarks
	Interface between the concrete masonry units and the grout on sample 36392 (no bond). The lines to the left are spaced at 0.1 inch.

Photograph #36392-5	Remarks
	Thin section photomicrograph showing voids and carbonation in the CMU. Width of view is 4mm. Taken in cross polarized light

Photograph #36392-6	Remarks
	Thin section photomicrograph showing voids and carbonation in the grout. Width of view is 4mm. Taken in cross polarized light

Appendix D

Petrographic Summary Sheets and Photograph for Sample 36393



January 19, 2024

SUMMARY OF PETROGRAPHIC OBSERVATIONS OF HARDENED CONCRETE - CMU

PROJECT NAME	Mission Beach Lifeguard Station
PROJECT NUMBER	5015-23-0031
SAMPLE I.D.	36393 Concrete Masonry Unit
SAMPLE SIZE AND DESCRIPTION AS RECEIVED	4-inch diameter concrete core, approximately 6.6 inches long. a section contains Concrete Masonry unit. 1.6-inch depth from the top and approximately 1 inch from the side. The original exposed surface of the CMU contained several layers of cementitious coating and paints.

CHARACTERISTICS	OBSERVATIONS
COARSE AGGREGATE:	
Shape	Mostly sub rounded to sub angular.
Grading	Relatively even, 3/8 -inch maximum diameter.
Distribution	Relatively even, coarse aggregate comprises, approximately 25% of the total aggregate fraction.
Texture	fine
Composition	Silicious
Rock Types	Volcanic
Alteration: - Degree - Products	Not observed.
Coatings	Not observed.
Rims	Not observed.
Internal Cracking	Some internal cracking observed.
Contamination	Not observed
FINE AGGREGATE:	
Shape	Mostly sub angular to sub rounded
Grading	Fine aggregate comprises



January 19, 2024

	approximately 75% of the total aggregate fraction.
Distribution	Even
Texture	Fine to Coarse
Composition	Silicious
Rock/Mineral Types	Primarily quartz grains and fragment of the coarse aggregate particles
Alteration: - Degree - Products	Not observed.
Coatings	Not observed.
Rims	Not observed.
Internal Cracking	Some internal cracking observed.
Contamination	Not observed.

CHARACTERISTICS	OBSERVATIONS
CONCRETE:	
Air-Entrained or Not	Not air entrained
Air Voids: - Shape - Size - Distribution	Mostly irregular and Circular to Oval, generally >1 mm,
Bleeding	Not observed.
Segregation	Not observed.
Aggregate-Paste Bond	Most aggregate particles appear to have a good bond with surrounding paste
Fractures	Some fractures were observed.
Embedded Items - Shape - Size - Location - Type	Not observed.
Alteration: - Degree & Type - Reaction Products - Location - Identification	Not observed.
Nature and Condition of Surface Finish and treatments	Not observed.
Estimated Water-Cement Ratio (based on visual observations and water drop test)	Appears to have a moderately low water to cement ratio.



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Estimated Cement Content (based on visual observations and water drop test)	Appears to have a moderate cement content.
PASTE:	
Color (Munsell/GSA Geologic Rock Color Chart, 2009)	Closest Munsell color match is medium gray (N5).
Hardness	Moderately hard, could be scratched with an MT-29 dental tools.
Porosity	Water drops test result showed the water was rapidly absorbed into the concrete. Average time to absorb a 15 micro-liter drop was about 1.3 minutes
Carbonation	Observed, 1.6 inch.
Residual Un-Hydrated Cement: - Distribution - Particle Size - Abundance - Composition	Well hydrated cement.
Mineral Admixtures: - Size - Abundance - Identification	Not observed.
Contamination: - Size - Abundance - Identification	Not observed.

SUMMARY OF PETROGRAPHIC OBSERVATIONS OF HARDENED CONCRETE -Grout

PROJECT NAME	Mission Beach Lifeguard Station
PROJECT NUMBER	5015-23-0031
SAMPLE I.D.	36393 Grout
SAMPLE SIZE AND DESCRIPTION AS RECEIVED	4-inch diameter concrete core, approximately 6.7 inches long. a section contains Concrete Masonry unit. 1.6-inch depth from the top and approximately 1 inch from the side.

CHARACTERISTICS	OBSERVATIONS
COARSE AGGREGATE:	
Shape	Mostly sub angular to sub rounded
Grading	Relatively even, 3/8 -inch maximum diameter.
Distribution	Relatively even, coarse aggregate comprises, approximately 30% of the total aggregate fraction.
Texture	fine
Composition	Silicious
Rock Types	Volcanic/Granitic
Alteration: - Degree - Products	Not observed.
Coatings	Not observed.
Rims	Not observed.
Internal Cracking	Some internal cracking observed.
Contamination	Not observed.
FINE AGGREGATE:	
Shape	Mostly sub rounded to sub angular
Grading	Fine aggregate comprises approximately 70% of the total aggregate fraction.



Report of Structural Materials Testing and Condition Assessment Program
Mission Beach Lifeguard Station, San Diego, CA 92101
WSP Project No: 5015-23-0031.01

January 19, 2024

Distribution	Even
Texture	Fine to Coarse
Composition	Silicious
Rock/Mineral Types	Primarily quartz and fragments of the coarse aggregate particles
Alteration: - Degree - Products	Not observed
Coatings	Not observed.
Rims	Not observed.
Internal Cracking	Not observed.
Contamination	Not observed.

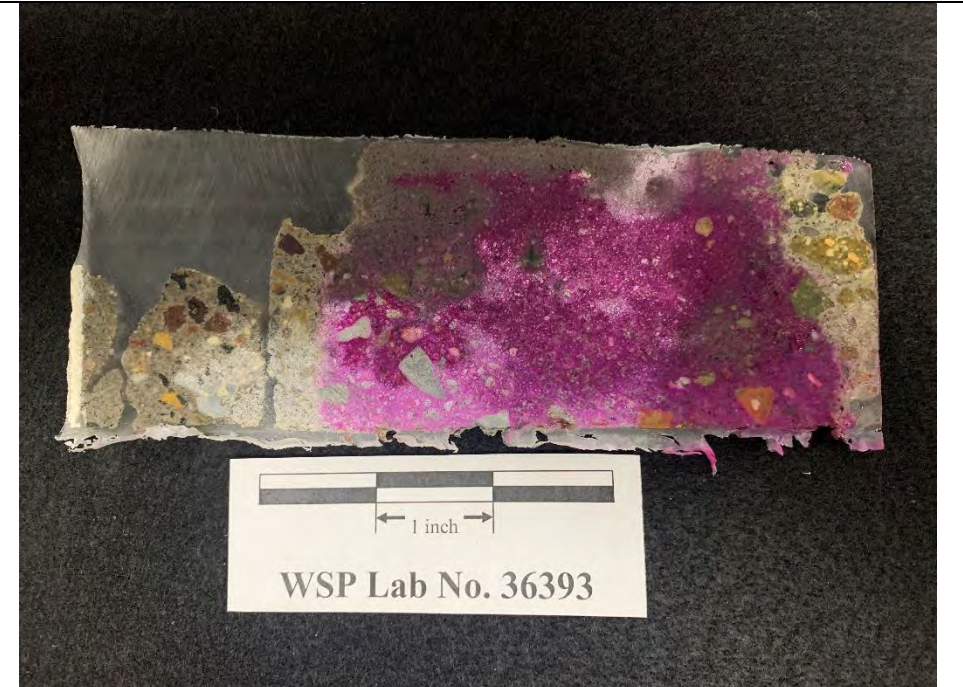
CHARACTERISTICS	OBSERVATIONS
CONCRETE:	
Air-Entrained or Not	Not air entrained.
Air Voids: - Shape - Size - Distribution	Mostly Spherical to Oval, generally >1 mm, relatively evenly distributed.
Bleeding	Few water gain voids and bleed channels observed.
Segregation	Not observed.
Aggregate-Paste Bond	Most aggregate particles appear to have a good bond with surrounding paste.
Fractures	some fractures were observed.
Embedded Items - Shape - Size - Location - Type	Not observed.
Alteration: - Degree & Type - Reaction Products - Location - Identification	Not observed.
Nature and Condition of Surface Finish and treatments	Not observed.
Estimated Water-Cement Ratio (based on visual observations and water drop test)	Appears to have a moderately High water to cement ratio.

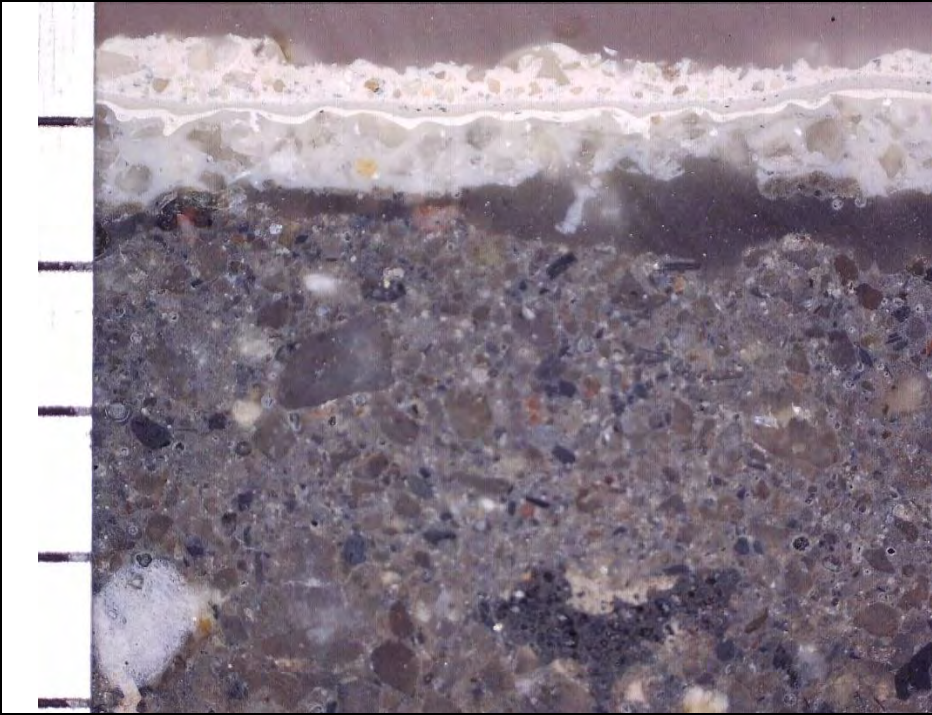


January 19, 2024

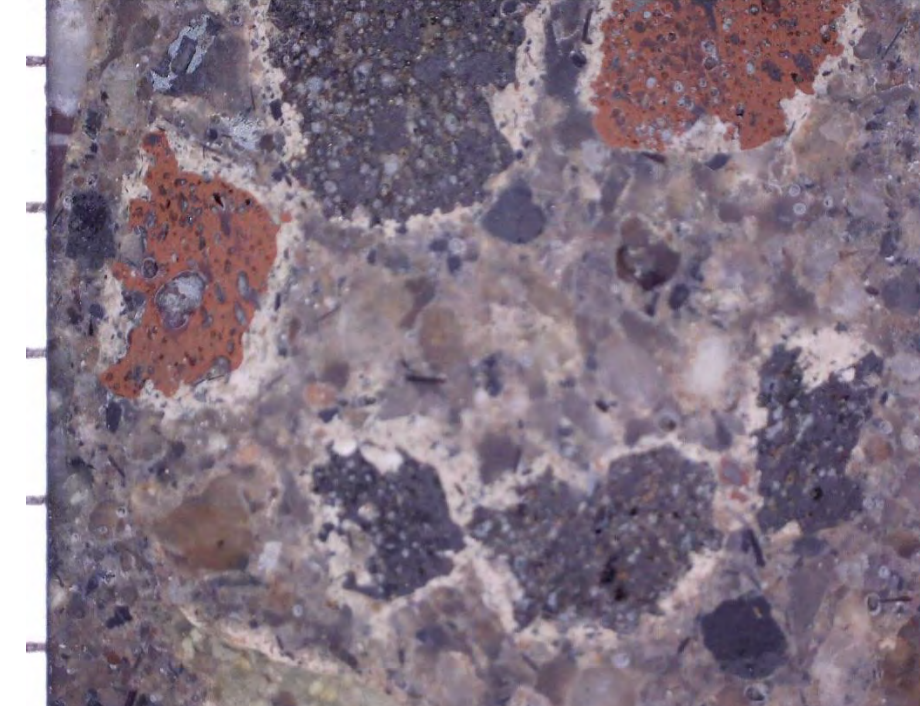
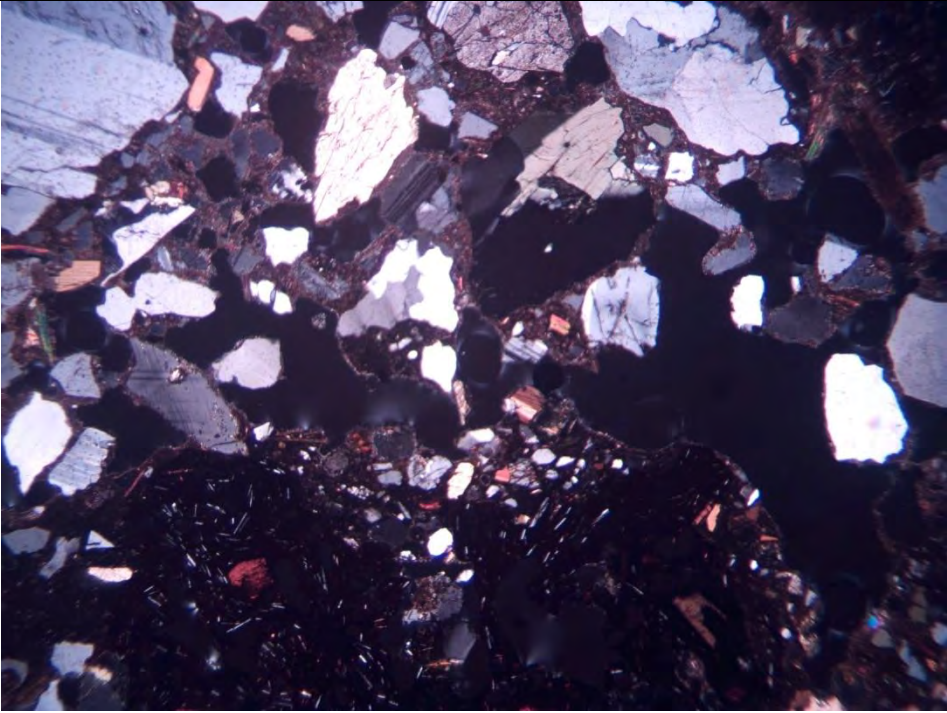
Estimated Cement Content (based on visual observations and water drop test)	Appears to have a moderate to low cement content.
PASTE:	
Color (Munsell/GSA Geologic Rock Color Chart, 2009)	Closest Munsell color match is light gray (N7).
Hardness	Moderately hard, could be scratched with an MT-29 dental tools.
Porosity	Water drops test result the water was rapidly absorbed into the concrete. Average time to absorb a 15 micro-liter drop was about 1.30 minutes
Carbonation	Yes, up to 0.7 inch.
Residual Un-Hydrated Cement: - Distribution - Particle Size - Abundance - Composition	Well Hydrated Cement. only few residual cement particles were observed.
Mineral Admixtures: - Size - Abundance - Identification	Not observed.
Contamination: - Size - Abundance - Identification	Not observed.

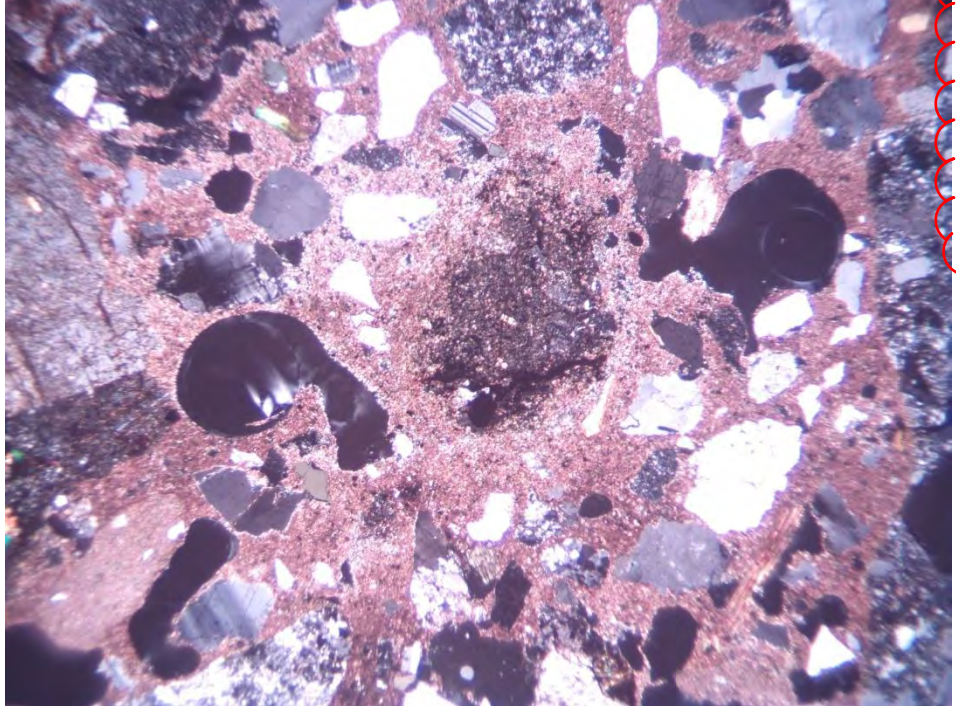
Photograph #36393-1	Remarks
	Polished section prepared from core sample 36393. The original exposed surface is to the left of the photograph

Photograph #36393-2	Remarks
	A cut section of core sample 36393 that has been stained with phenolphthalein. The original exposed surface is to the left of the photograph

Photograph #36393-3	Remarks
	Cross section view of original exposed surface of core sample 36393 showing various layers of colored finish coats and paint. The lines to the left are spaced at 0.1 inch.

Photograph #36393-4	Remarks
	Interface between the concrete masonry units and the grout on sample 36393 (no bond). The lines to the left are spaced at 0.1 inch.

Photograph #36393-5	Remarks
	Photograph showing numerous voids in the CMU. The lines to the left are spaced at 0.1 inch.
Photograph #36393-6	Remarks
	Thin section photomicrograph showing voids and carbonation in the CMU. Width of view is 4mm. Taken in cross polarized light

Photograph #36393-7	Remarks
	Thin section photomicrograph showing voids and carbonation in the grout. Width of view is 4mm. Taken in cross polarized light



February 22, 2024

Mr. Brandon Martella, AIA
RNT Architects
363 Fifth Avenue, Suite 202
San Diego, CA 92101

Re: Structural Engineering Services for H197089 Mission Beach Lifeguard Station
Renovation Scoping 20AR16 TOI Part 2; M&L #7533

Dear Brandon,

This letter constitutes our structural report concerning the exterior concrete masonry (CMU) walls at the Mission Beach Lifeguard Station at the foot of Mission Bay Drive in San Diego, California. The site is adjacent to the ocean and the Mission Beach Boardwalk.

History

The 4,800 square-foot three-story Mission Beach Lifeguard Station was originally constructed in 1976 with as-built drawings dated 1978. The construction is concrete masonry unit (CMU) load-bearing walls with shallow continuous foundations and slab-on-grade floors at the ground level. Walls are generally 8-inch CMU but there are 12-inch walls on the east side of the garage at the apparatus bays. Infilled construction at the second floor (including the floor) is wood and the third floor observation tower is entirely of wood.

At some time before 2009 a single-story public restroom was added to the north of and adjoining the lifeguard station as is apparent from photographs in the 2009 Parsons report of condition. The Parsons report noted that exterior walls were in good condition overall but random areas of the painted stucco required repair.

Based on available drawings, 2013 alterations included the addition of a single-story storage area and renovation of the lifeguard bathrooms and locker rooms.

Again, based on available drawings, 2015 renovations included replacing the flat roof, repairing the tile roof, replacing a number of windows and doors and providing a new

layer of stucco over the entire exterior wall.

Current Observations

A field observation was performed on September 8, 2023 with Brandon Martella of RNT, me and City representatives. The masonry walls were observed around the entire outside perimeter of the building, in the interior of the apparatus bays and in the interior of the southernmost office area.

Cracks in the CMU up to ½-inch in width were observed with the greatest concentration of cracking and distress being on the west and south sides of the building and in the vicinity of openings such as doors and windows. Cracking was also more concentrated at building corners. See Photos 1 through 7.

Rusted reinforcing steel could be observed in cracks at two locations, both at building corners.

A followup field observation was performed on September 14, 2023 with David Wilson and Michael Gibson of WSP present to determine locations for sampling the masonry. Three exterior locations were chosen, Location 1 along the west side of the lifeguard station where some signs of corrosion of reinforcing steel were apparent, Location 2 at the southwest corner where the corrosion appeared extensive and Location 3 at the southeast corner where some signs of corrosion were apparent. The first and third locations were considered to be most representative and the second location presented as the worst.

Test Results

Half-cell potential testing which is one method of denoting the likelihood of corrosion was performed by WSP in the three locations noted above.

Location 1

- 20% of the sampled areas had an uncertain potential
- 80% of the sampled areas had a 90% probability of no corrosion present

Location 2

- 50%+ of the sampled areas had a 90% probability of corrosion present
- 30% had an uncertain probability
- 20%- had a 90% probability of no corrosion

Location 3

- 5% of the sampled areas had a probability of 90% corrosion
- 70% had an uncertain probability
- 25% had a 90% probability of no corrosion.

Chemical analysis from core samples at the three locations included pH testing, water-soluble chloride content and water-soluble sulfate content. Various deductions can be made from these tests.

The passivating layer surrounding the reinforcing steel and protecting it from corrosion begins to break down at a pH of 11.5. Lower pHs indicate less resistance to corrosion. All nine samples of CMU and grout at the three locations were at or lower than the 11.5 threshold for start of breakdown of the passivating layer. This indicates that these areas are more susceptible to corrosion.

Chloride ion to hydroxyl ion ratio is another marker of the threshold for corrosion to occur. Various documents opine that corrosion can begin at a ratio of 0.6 up to 6 depending on related factors. Chloride ion to hydroxyl ion ratio in the nine samples from the lifeguard station ranged from approximately 13 to 101 which is much higher than the starting marker.

Carbonation depth is another measure of corrosion potential. Reinforcing steel can be anywhere from 2 to 3 ½ inches below the surface. Carbonation in this case extends approximately 1.6 inches into the CMU (through the face shell) and 0.7 inches into the grout (at or close to the interface with the bars) in all nine samples. As the depth of carbonation progresses toward the reinforcing steel, the natural protection is diminished and there is carbonation-induced corrosion of the reinforcing steel.

Petrographic observations revealed that the grout in the CMU cells is not bonded to the CMU and numerous voids and fractures were observed in both the grout and CMU. Both grout and CMU readily absorb water.

Summary

Results of various forms of testing and cores at the three locations tested show that the pH, chloride ion to hydroxyl ion ratio and degree of carbonation all indicate the potential for progressive corrosion of reinforcing steel to some degree. The protection originally afforded by the CMU and grout has been greatly compromised.

Although repair could be attempted some of the reinforcing steel will require replacement as well as large sections of masonry face shell and it is likely that the adjacent areas would begin to show signs of corrosion shortly thereafter.

It is our opinion that the masonry in the structure is close to the end of its lifespan in a very aggressive atmosphere and the cost of repair will continue to spiral upward. It is recommended that the exterior CMU walls be replaced within the next ten years. Please note that a carefully controlled concrete mix has a much better chance of resisting the elements in a saltwater environment.

Mr. Brandon Martella
February 22, 2024
Page 4 of 4

If you have any questions, please contact our office. We appreciate the opportunity to provide services.

Sincerely,
Libby Engineers, Inc.
dba Martin & Libby

Jean M. Libby

Jean M. Libby
Principal

JML:jl



MISSION BEACH LIFEGUARD TOWER



PHOTO 1: WEST FACE OF BUILDING



PHOTO 2: SOUTHWEST CORNER OF BUILDING

MISSION BEACH LIFEGUARD TOWER

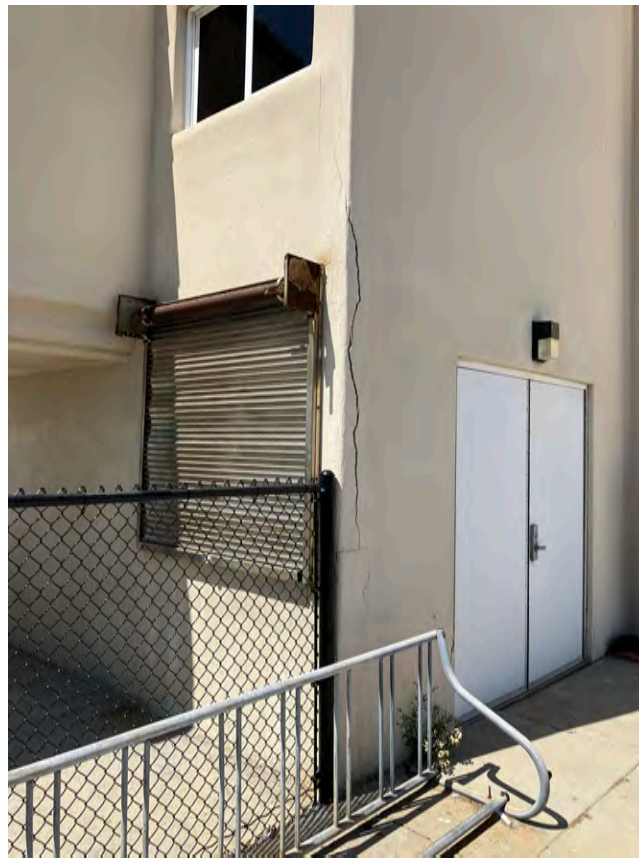


PHOTO 3: SOUTHEAST CORNER OF BUILDING



PHOTO 4: CRACKS AT ENTRY DOOR ON WEST SIDE

MISSION BEACH LIFEGUARD TOWER



PHOTO 5: CRACKS AND DELAMINATION AT SOUTH END OF WEST SIDE

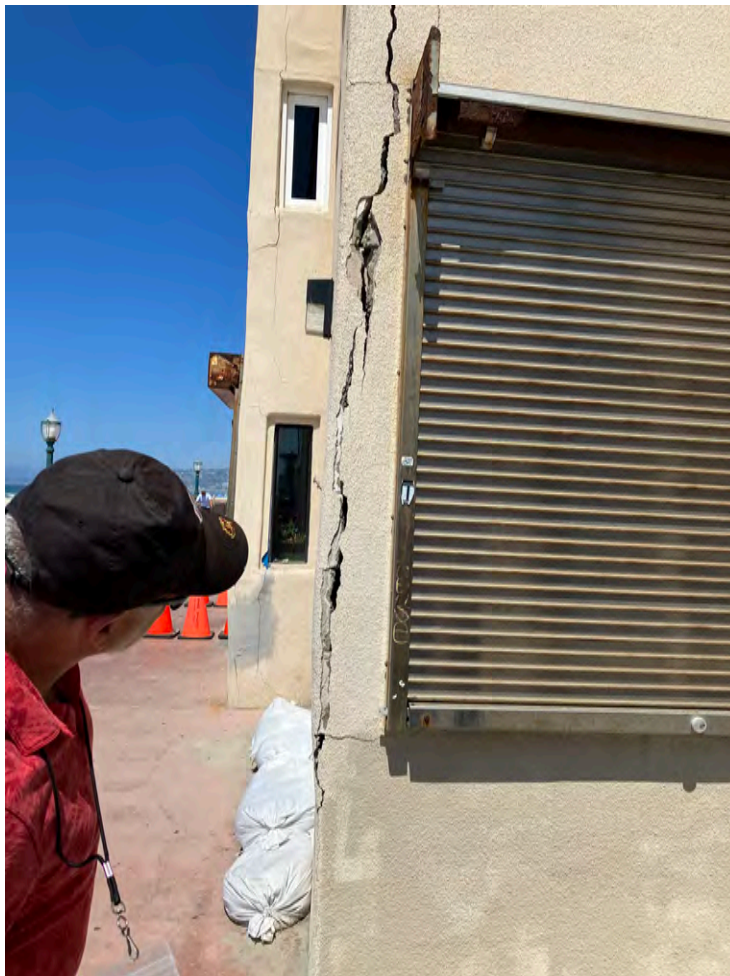


PHOTO 6: CRACKS AT SOUTHWEST CORNER

MISSION BEACH LIFEGUARD TOWER



PHOTO 7: CLOSEUP OF REINFORCING STEEL AT CRACK AT SOUTHWEST CORNER

From: [Futo, Adam](#)
To: [Moran, Theodore](#)
Cc: [Bracci, Stephanie](#)
Subject: FW: Alpha Structural
Date: Wednesday, November 20, 2024 2:37:55 PM
Attachments: [image001.png](#)
[image002.jpg](#)

Below is another rejection to address MBL Station structural issues.

R/s,

Adam S Futo, Project Officer II
Department of General Services, Facilities Services Division
City of San Diego
619 525-8531 Office
858 692-7852 Mobile



From: Stephanie Barajas <stephanie@alphastructural.com>
Sent: Wednesday, November 20, 2024 10:32 AM
To: Futo, Adam <AFuto@saniego.gov>
Subject: [EXTERNAL] RE: Alpha Structural

****This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.****

Hi Adam,
Thank you for the information. Upon review with a few of our structural assessors.
Unfortunately we would not be able to assist on this.
Best,
Stephanie

From: Futo, Adam <AFuto@saniego.gov>
Sent: Tuesday, November 19, 2024 4:19 PM
To: Stephanie Barajas <stephanie@alphastructural.com>
Subject: RE: Alpha Structural

Yes, thank you for the call back. Please find the attached.

Respectfully,

Adam S Futo, Project Officer II
Department of General Services, Facilities Services Division
City of San Diego
619 525-8531 Office
858 692-7852 Mobile



From: Stephanie Barajas <stephanie@alphastructural.com>
Sent: Tuesday, November 19, 2024 4:15 PM
To: Futo, Adam <AFuto@sandiego.gov>
Subject: [EXTERNAL] Alpha Structural

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Hi Adam,
Nice speaking with you moments ago. Please send the information here for further review.
Best,



STEPHANIE BARAJAS
APPOINTMENT SCHEDULER

Office: 323-258-5482
Fax: 323-344-9366
Email: stephanie@alphastructural.com
8334 Foothill Blvd. Sunland, CA 91040
alphastructural.com | [@alphastructural](https://www.instagram.com/alphastructural)
LIC #: 663409

From: [Futo, Adam](#)
To: [Moran, Theodore](#)
Cc: [Bracci, Stephanie](#)
Subject: RE: MBLG Station
Date: Friday, November 15, 2024 12:27:29 PM
Attachments: [EXTERNAL Re Mission Beach Lifeguard Station Report.msg](#)
[image001.png](#)

Attached is an e-mail from Atlas. Sika was the group that told us they could not help at the site meeting. I can request and e-mail from them if need be.

Adam S Futo, Project Officer II
Department of General Services, Facilities Services Division
City of San Diego
619 525-8531 Office
858 692-7852 Mobile



From: Moran, Theodore <TCMoran@sandiego.gov>
Sent: Friday, November 15, 2024 12:17 PM
To: Futo, Adam <AFuto@sandiego.gov>
Cc: Bracci, Stephanie <SBracci@sandiego.gov>
Subject: MBLG Station

Good afternoon Adam,
Do you have any written documentation (emails) from vendors stating that will not take on the work to shore/retrofit the Mission Beach Lifeguard Station? We are trying to elevate this project on our end and anything you can provide will help tremendously.

Thank you,

Ted Moran
Deputy Fire Chief
City of San Diego
Fire-Rescue Department
Logistics Division

T (858)573-1359
C (858)295-2550
tcmoran@sandiego.gov

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From: [Kelan Quinn](#)
To: [Futo, Adam](#)
Subject: [EXTERNAL] Re: Mission Beach Lifeguard Station Report
Date: Thursday, October 17, 2024 12:01:45 PM
Attachments: [image001.png](#)

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Hi Adam,

Please excuse the delayed response - my family and I have all been sick this past week and finally getting back on our feet. Really tough virus going around.

I took a look through the report, and discussed with our ownership. If you have a qualified engineer that you're working with, we can provide some cut sheets showing capacities, and make those components available for purchase. The design and engineering itself would fall outside of our scope as our insurance is configured for new construction use.

We would have to liked to have been able to engage with you more directly, but please let me know if those capacity sheets could be helpful.

Thanks,
Kelan

From: Futo, Adam <AFuto@sandiego.gov>
Sent: Thursday, October 17, 2024 11:12 AM
To: Kelan Quinn <kelanquinn@atlasform.com>
Subject: RE: Mission Beach Lifeguard Station Report

You don't often get email from afuto@sandiego.gov. [Learn why this is important](#)

Kelan,

Good morning. Just following up. Is this something with Atlas can help? Should we set-up a site visit?

R/s,

Adam S Futo, Project Officer II
Department of General Services, Facilities Services Division
City of San Diego
619 525-8531 Office
858 692-7852 Mobile



From: Futo, Adam
Sent: Wednesday, October 9, 2024 3:33 PM
To: kelanquinn@atlasform.com
Subject: Mission Beach Lifeguard Station Report

Kelan,

Thanks for the call. Pursuant to our conversation, please find the attached.

Respectfully submitted,

Adam S Futo, Project Officer II
Department of General Services, Facilities Services Division
City of San Diego
619 525-8531 Office
858 692-7852 Mobile



From: [Futo, Adam](#)
To: [Moran, Theodore](#)
Cc: [Bracci, Stephanie](#); [Alnaimy, Rand](#)
Subject: FW: Potential Use of Sika Fiber Technology
Date: Monday, November 25, 2024 7:51:28 AM
Attachments: [image001.png](#)
[image002.png](#)

Good morning, Chief. Below is the turn-down from Sika.

R/s,

Adam S Futo, Project Officer II
Department of General Services, Facilities Services Division
City of San Diego
619 525-8531 Office
858 692-7852 Mobile



From: Martha Kattan <kattan.martha@us.sika.com>
Sent: Friday, November 22, 2024 12:31 PM
To: Futo, Adam <AFuto@sandiego.gov>; Jacob Brennan <brennan.jacob@us.sika.com>; Dan Dieter <dieter.dan@us.sika.com>
Cc: Adriano Bortolin <bortolin.adriano@us.sika.com>; Robert Van Dijk <vandijk.robert@us.sika.com>
Subject: [EXTERNAL] RE: Potential Use of Sika Fiber Technology

****This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.****

Hello Adam,

Per our site visit to the MISSION BEACH LIFEGUARD TOWER in San Diego regarding the potential use of the Sika FRP system, we must tell you that the use of FRP can be used for the repair and strengthening of concrete structures. However, it must be installed on 'sound' wood or concrete as stated in the ACI440 – **DESIGN AND CONSTRUCTION OF EXTERNALLY BONDED FRP SYSTEMS 440.2R-17**

It states :

6.4.1.1 Corrosion-related deterioration—Externally bonded FRP systems should not be applied to concrete substrates suspected of containing corroded reinforcing steel. The expansive forces associated with the corrosion process are difficult to determine and could compromise the structural integrity of the externally applied FRP system. The cause(s) of the corrosion should be

addressed, and the corrosion-related deterioration should be repaired before applying any externally bonded FRP system.

Please let me know if you have any questions.

Martha kattan



INTERNAL

Martha Kattan

Project Sales Representative

Mobile: +1 714-795-1596

Email: kattan.martha@us.sika.com

Sika Corporation

15616 Euclid Ave · Chino · CA · 91708 · United States

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INTERNAL

From: Futo, Adam <AFuto@san Diego.gov>

Sent: Friday, November 15, 2024 1:20 PM

To: Martha Kattan <kattan.martha@us.sika.com>; Jacob Brennan <brennan.jacob@us.sika.com>; Dan Dieter <dieter.dan@us.sika.com>

Cc: Adriano Bortolin <bortolin.adriano@us.sika.com>

Subject: [EXT] RE: Potential Use of Sika Fiber Technology

Sika Team,

Based on our site walk, would you be so kind as to send me a "turn down" e-mail for the Mission Beach Lifeguard Station project?

R/s,

Adam S Futo, Project Officer II
Department of General Services, Facilities Services Division
City of San Diego
619 525-8531 Office
858 692-7852 Mobile



From: Martha Kattan <kattan.martha@us.sika.com>
Sent: Wednesday, September 25, 2024 9:18 AM
To: Futo, Adam <AFuto@sanidiego.gov>; Jacob Brennan <brennan.jacob@us.sika.com>; Dan Dieter <dieter.dan@us.sika.com>
Cc: Adriano Bortolin <bortolin.adriano@us.sika.com>
Subject: [EXTERNAL] RE: Potential Use of Sika Fiber Technology

****This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.****

Perfect Adam
Wednesday 10:30 Am works for me

See you next week.

Martha



Martha Kattan
Project Sales Representative

Sika Corporation
15616 Euclid Ave · Chino · CA · 91708 · United States
Mobile: +1 714-795-1596
kattan.martha@us.sika.com

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From: Futo, Adam <AFuto@sanidiego.gov>

Sent: Wednesday, September 25, 2024 9:01 AM

To: Martha Kattan <kattan.martha@us.sika.com>; Jacob Brennan <brennan.jacob@us.sika.com>; Dan Dieter <dieter.dan@us.sika.com>

Subject: [EXT] RE: Potential Use of Sika Fiber Technology

Martha,

I am available next week as follows:

MON 0730-1230, 1500-1630
TUE 1030-1630
WED 1030-1630
THU 1030-1630
FRI 1130-1530

Respectfully submitted,

Adam S Futo, Project Officer II
Department of General Services, Facilities Services Division
City of San Diego
619 525-8531 Office
858 692-7852 Mobile



From: Martha Kattan <kattan.martha@us.sika.com>

Sent: Wednesday, September 25, 2024 8:48 AM

To: Futo, Adam <AFuto@sanidiego.gov>; Jacob Brennan <brennan.jacob@us.sika.com>; Dan Dieter <dieter.dan@us.sika.com>

Subject: [EXTERNAL] RE: Potential Use of Sika Fiber Technology

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Adam great that's for the photos and the report, we have work with RNT architects in the past, I

will like to meet on site, can you give me some potential dates next week that will work for you?

Let me know.

Martha



Martha Kattan

Project Sales Representative

Sika Corporation

15616 Euclid Ave · Chino · CA · 91708 · United States

Mobile: +1 714-795-1596

kattan.martha@us.sika.com

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From: Futo, Adam <AFuto@sanidiego.gov>

Sent: Monday, September 23, 2024 7:50 AM

To: Martha Kattan <kattan.martha@us.sika.com>; Jacob Brennan <brennan.jacob@us.sika.com>; Dan Dieter <dieter.dan@us.sika.com>

Subject: [EXT] RE: Potential Use of Sika Fiber Technology

Attached is the report with photos. We could arrange a site visit if you like.

Sincerely,

Adam S Futo, Project Officer II

Department of General Services, Facilities Services Division

City of San Diego

619 525-8531 Office

858 692-7852 Mobile



From: Martha Kattan <kattan.martha@us.sika.com>

Sent: Monday, September 23, 2024 7:44 AM

To: Jacob Brennan <brennan.jacob@us.sika.com>; Futo, Adam <AFuto@san-diego.gov>; Dan Dieter <dieter.dan@us.sika.com>

Subject: [EXTERNAL] RE: Potential Use of Sika Fiber Technology

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Hello!

Sure, in RSB we have a full system to structural strengthening, can you please provide the photos to me? I read the complete chain and you say is a provisional repair? What are your idea?



Martha Kattan

Project Sales Representative

Sika Corporation

15616 Euclid Ave · Chino · CA · 91708 · United States

Mobile: +1 714-795-1596

kattan.martha@us.sika.com

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From: Jacob Brennan <brennan.jacob@us.sika.com>
Sent: Friday, September 20, 2024 2:29 PM
To: Futo, Adam <AFuto@san Diego.gov>; Dan Dieter <dieter.dan@us.sika.com>; Martha Kattan <kattan.martha@us.sika.com>
Subject: RE: Potential Use of Sika Fiber Technology

Hi Adam

Thanks for the pics. I am also adding [@Martha Kattan](#) to the chain from our Refurbishment division. They have a deep catalog of concrete repair products that may fit this application.

Thanks
Jacob



Jacob Brennan
Technical Sales Representative - Admixtures

Sika Corporation
201 Polito Avenue · Lyndhurst · NJ · 07071 · United States
Phone: +1-951-377-5731 · Mobile: +1-951-377-5731 · Fax: +1 972-289-5721
brennan.jacob@us.sika.com · usa.sika.com

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From: Futo, Adam <AFuto@san Diego.gov>
Sent: Friday, September 20, 2024 1:24 PM
To: Jacob Brennan <brennan.jacob@us.sika.com>; Dan Dieter <dieter.dan@us.sika.com>
Subject: [EXT] RE: Potential Use of Sika Fiber Technology

Jacob,

I've attached portions of the report generated by our architectural team. You can probably just look

at the issues and then the recommendations. If you think there is a way your product can help, please let me know. Maybe shotcreting around the entire building as a sort of sleeve/binder? I'm just speculating. If you can't help, I understand. Have a good weekend.

Sincerely

Adam S Futo, Project Officer II
Department of General Services, Facilities Services Division
City of San Diego
619 525-8531 Office
858 692-7852 Mobile



From: Jacob Brennan <brennan.jacob@us.sika.com>

Sent: Friday, September 20, 2024 1:13 PM

To: Futo, Adam <AFuto@sanidiego.gov>; Dan Dieter <dieter.dan@us.sika.com>

Subject: [EXTERNAL] Re: Potential Use of Sika Fiber Technology

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Hi Adam

Will you be doing a concrete placement as part of the repair? I'm adding [@Dan Dieter](#) who is our regional fiber expert and may have some questions.

Regards,
Jacob



Jacob Brennan

Technical Sales Representative - Admixtures

Sika Corporation

201 Polito Avenue · Lyndhurst · NJ · 07071 · United States

Phone: +1-951-377-5731 · Mobile: +1-951-377-5731 · Fax: +1 972-289-5721

brennan.jacob@us.sika.com · usa.sika.com

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From: Futo, Adam <AFuto@san Diego.gov>
Sent: Friday, September 20, 2024 12:20:02 PM
To: Jacob Brennan <brennan.jacob@us.sika.com>
Subject: [EXT] Potential Use of Sika Fiber Technology



IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender AFuto@san Diego.gov

Jacob,

I'm with the City of San Diego. One of our life guard stations is experiencing structural failure, and we are looking for a way to shore it up until a new one can be planned and built. Would you be interested in seeing if your product could help us with a temporary solution?

Respectfully submitted,

Adam S Futo, Project Officer II
Department of General Services, Facilities Services Division
City of San Diego
619 525-8531 Office
858 692-7852 Mobile

From: [Fattah, Ali](#)
To: [Futo, Adam](#)
Cc: [Gaboury, James](#); [Moran, Theodore](#); [Leggate, Harold](#); [Alnaimy, Rand](#); [Shadyab, Mehdi](#); [Sorrell, Martin](#); [Geiler, Gary](#)
Subject: Mission Beach Lifeguard Station - Follow Up Deterioration Evaluation
Date: Friday, November 29, 2024 12:05:55 PM
Attachments: [image001.png](#)
[IMG_1750.jpg](#)
[Mid-Building from SW.jpg](#)
[IMG_3662.jpg](#)

Hi Adam

Thanks for follow up and for meeting with me Tuesday at the Mission Beach Lifeguard Station. The 2022 California Building Code classifies the facility as an essential services facility, and the Development Services Department is careful not to unnecessarily disrupt the operations of the facility due to its role in providing emergency services on the beach and on Mission Bay. At the time of original construction it is not likely that the structure was classified as an essential services facility.

I reviewed the documents you provided from RNP architects and Libby Engineers, as well as the testing report from WSP. I also spoke Monday afternoon with Jean Libby author of the structural report. The conclusions make clear that the structure has reached the end of its service life. Additionally, affirmed by Jean Libby, the structure is not repairable due to the condition of the masonry, grout and reinforcing steel that has been under attack due to marine saltwater effects.

My last visit to the structure prior to this week was in 2021 and I agree the deterioration appears to have worsened especially on the south west side and south side. The following is a list of authorizing Code sections that apply due to the visible damage.

1. **SDMC [§121.0403](#) Criteria for Determining That a Structure Is Dangerous.**

Subsection b states "There is a significant risk of collapse, detachment, or dislodgement of any portion, member, appurtenance, or ornamentation of the structure under permanent, routine, or frequent loads, under actual loads already in effect, or under wind, rain, flood, earthquake, or other environmental loads when such loads are imminent."

2.

- a. The south west side and south side include areas that show splitting of the masonry face shell that present a falling hazard and show a 20% or greater weakening of the exterior wall.
- b. The southwest corner includes a corner pier that supports the exterior wall opening on the south and west sides.
- c. The four columns supporting the roof of the third floor observation tower appear to be bolted into the masonry parapet. It is not clear the nature and condition of the masonry due to the parapet extension from 2015 and concealment by the stucco. There is visible cracking on the north side.
- d. The west side wall while appearing to be plumb shows signs of bowing out most likely due to masonry face shell failure, stucco covering conceals the damage. Cracking is visible on the interior of the west wall.

- e. There is a potential fall hazard at the bay window above the west entry door which needs to be investigated in more detailed, intuitively I would presume that it is planted on with wood construction.

While the overall structure appears to be plumb and does not show signs of settlement, the localized damage on the south and west sides is located in critical areas that support the second floor wood framing and the wood roof at the floor level of the third floor observation room. There were no signs of visible floor separation or floor sag on the second and third floor; presumably supporting wall ledgers are bolted into the masonry wall. Face shell spalling can weaken embedded bolts supporting the ledgers. The absence of construction drawings showing the orientation of floor framing makes this determination difficult but from experience I believe that the floor joists extend east to west and the southmost room induces framing extending north-south.

2. **SDMC [§121.0404](#) Criteria for Determining That a Structure Is Unsafe.**

Subsection c states “Any portion of the structure is likely to partially or completely collapse because of dilapidation, deterioration, or decay; faulty construction; the removal, movement, or instability of any portion of the ground necessary to support the building; the deterioration, decay, or inadequacy of its foundation; or any other cause;” and subsection l states “The exits of the structure or the means to exit do not conform to the applicable provisions of the Building Regulations or Residential Building Regulations of the Municipal Code regarding the number of exits, their width, or any other features that may cause a hazard to the life or safety of the occupants or the general public;”

- a. The west side entry door is the primary entry door and is one of two exists from the first story leading directly to the exterior. The Southside door jamb shows significant cracking and this door has the potential to bind and not function in the event of further deterioration.
- b. The exterior walls and exposed steel assemblies are showing significant signs of corrosion and this includes the four HSS steel columns that appear to support the roof of the third story observation room.

When DSD staff perform building safety assessments per the Cal OES adopted ATC 20 procedures, where an Unsafe (red) posting or Limited Entry (yellow) posting is made, this action drives a more detailed follow-up evaluation by an engineer hired by the owner to allow the resumption of occupancy with no conditions. Typically shoring is required to reduce collapse hazard and submittal of a building permit in a timely fashion for a building repair to be reviewed and eventually inspected after issuance. Based on our conversation option 2 and 3 in the RNP report cannot be implemented due to cost constraints and an inability to find a contractor who can install the suggested falling debris protection.

- The Existing Building Regulations in SDMC [Section §1411.0302 \(c\)](#) requires that buildings and systems are maintained or repaired.
- Vacating the building and eventually demolishing it can solve these issues.
- I would post this building red or yellow pending further information. When a City owned facility is involved and when imminent collapse does not appear likely we

generally avoid postings and work with the asset owner.

The California Existing Building Code (CEBC) defines substantial structural damage as follows:

"[BS] SUBSTANTIAL STRUCTURAL DAMAGE. A condition where any of the following apply:

1. The vertical elements of the lateral force-resisting system have suffered damage such that the lateral load carrying capacity of any story in any horizontal direction has been reduced by more than 33 percent from its predamage condition.
2. The capacity of any vertical component carrying gravity load, or any group of such components, that has a tributary area more than 30 percent of the total area of the structure's floor(s) and roof(s) has been reduced more than 20 percent from its predamage condition, and the remaining capacity of such affected elements, with respect to all dead and live loads, is less than 75 percent of that required by the California Building Code for new buildings of similar structure, purpose and location.
3. The capacity of any structural component carrying snow load, or any group of such components, that supports more than 30 percent of the roof area of similar construction has been reduced more than 20 percent from its predamage condition, and the remaining capacity with respect to dead, live and snow loads is less than 75 percent of that required by the California Building Code for new buildings of similar structure, purpose and location."

Libby Engineers (LEI) can better advise the asset owner regarding the extent and scope of temporary repairs, it does appear however that due to substantial structural damage [Section 405](#) standards for repair in kind may not be permitted and structural upgrades per the current code may be required.

While demolition is an option in accordance to the consultant reports, DSD defers to the asset owner to make such a decision. Should it be desirable for occupancy to be maintained until demolition a more detailed building assessment will be required to justify a determination that the structure is not dangerous or unsafe. The provided report was limited in scope and is not clear as to whether occupancy should be interrupted and does not address the SDMC requirements identified above. Provisions need to be made for regular building assessments performed by LEI every 4 to 6 months during continued occupancy to regularly monitor deterioration.

If the General Services Department representing the asset owner determines to vacate the building and transfer the essential services facility to a temporary facility while awaiting demolition, provisions shall be made to barricade areas around the building due to falling hazards until such time as the building has been removed. LEI will be instrumental in this determination since it is not clear whether the potential exists for progressive collapse or whether the fall hazard is mainly debris falling based on option 3 in the report, this will impact the distance from the building exterior to where the barricade is to be implemented.

Please let me know if I can be of further assistance.

Ali M. Fattah, P.E.

Assistant Deputy Director

City of San Diego

Development Services Department

619-446-5092

619-980-7121

SanDiego.gov/DSD

Want a second opinion on my interpretation or need to contact my supervisor for further assistance?

Supervisor name and title: Kelly Charles, Deputy Director

Phone: 619-446-5413

Email: kecharles@sandiego.gov

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From: Futo, Adam <AFuto@sandiego.gov>

Sent: Monday, November 25, 2024 3:16 PM

To: Fattah, Ali <AFattah@sandiego.gov>; Shadyab, Mehdi <MShadyab@sandiego.gov>

Cc: Gaboury, James <JGaboury@sandiego.gov>; Moran, Theodore <TCMoran@sandiego.gov>; Alnaimy, Rand <RALnaimy@sandiego.gov>; Leggate, Harold <HLeggate@sandiego.gov>; Pizzo, Philip <PPizzo@sandiego.gov>; Sorrell, Martin <MSorrell@sandiego.gov>

Subject: Mission Beach Lifeguard Station - Evaluation

Ali or Mehdi,

We've been observing at Mission Beach Lifeguard Station for a couple of years now. The cracks in the walls are more than superficial, the CMU blocks are separating due rebar inside rusting and expanding. We had an engineering firm (RNT) evaluate the building a few months back, and they recommended replacement. I've attached the report. I went out today, and the damage has progressed. There are cracks showing inside the building. I'm concerned about occupying the structure as well as the boardwalk in front. Would it be possible for you to dispatch a team to

evaluate the situation?

R/s,

Adam S Futo, Project Officer II

Department of General Services, Facilities Services Division

City of San Diego

619 525-8531 Office

858 692-7852 Mobile



Lifeguard Service Incident Statistics
Mission Beach Lifeguard Station
Prepared 9/16/2024
Data Pulled 8/2/2024

Citywide Cumulative Call Statistics for Lifeguard Stations

Statistic	2020	2021	2022	2023	Average
Total Crowd Count	17,964,012	17,435,152	21,796,863	20,126,517	19,330,636
Total Preventative Action	587,758	382,857	450,401	519,984	485,250
Total Rescues	6,365	6,909	8,039	2,801	6,029
Total Boat Calls	195	171	179	200	186
Total Cliff Rescues	76	78	52	40	62
Total Medical Aids	3,578	2,193	2,622	2,351	2,686
Total Other Calls	780	1,140	1,905	1,774	1,400

Call Statistics for Mission Beach Lifeguard Station

Statistic	2020	2021	2022	2023	Average
Total Crowd Count	2,562,459	2,328,620	2,780,930	3,339,780	2,752,947
Total Preventative Action	57,285	83,107	86,112	58,787	71,323
Total Rescues	1,226	1,932	1,478	555	1,298
Total Boat Calls	0	3	0	2	1
Total Cliff Rescues	1	0	0	0	0
Total Medical Aids	382	262	254	182	270
Total Other Calls	80	94	129	197	125

Mission Beach Lifeguard Station Statistics as a Percentage of the Overall Statistics

Statistic	2020	2021	2022	2023	Average
Total Crowd Count	14.26%	13.36%	12.76%	16.59%	14.24%
Total Preventative Action	9.75%	21.71%	19.12%	11.31%	15.47%
Total Rescues	19.26%	27.96%	18.39%	19.81%	21.36%
Total Boat Calls	0.00%	1.75%	0.00%	1.00%	0.69%
Total Cliff Rescues	1.32%	0.00%	0.00%	0.00%	0.33%
Total Medical Aids	10.68%	11.95%	9.69%	7.74%	10.01%
Total Other Calls	10.26%	8.25%	6.77%	11.10%	9.09%

Per Lifeguard Station if Evenly Distributed Across Each Station

Statistic	2020	2021	2022	2023	Average
Total Crowd Count	781,044	758,050	947,690	875,066	840,462
Total Preventative Action	25,555	16,646	19,583	22,608	21,098
Total Rescues	277	300	350	122	262
Total Boat Calls	8	7	8	9	8
Total Cliff Rescues	3	3	2	2	3
Total Medical Aids	156	95	114	102	117
Total Other Calls	34	50	83	77	61

As a Percent of Overall Statistics Per Lifeguard Station if Evenly Distributed Across Each Station

Statistic	2020	2021	2022	2023	Average
Total Crowd Count	4.35%	4.35%	4.35%	4.35%	4.35%
Total Preventative Action	4.35%	4.35%	4.35%	4.35%	4.35%
Total Rescues	4.35%	4.35%	4.35%	4.35%	4.35%
Total Boat Calls	4.35%	4.35%	4.35%	4.35%	4.35%
Total Cliff Rescues	4.35%	4.35%	4.35%	4.35%	4.35%
Total Medical Aids	4.35%	4.35%	4.35%	4.35%	4.35%
Total Other Calls	4.35%	4.35%	4.35%	4.35%	4.35%

REQUEST FOR SOLE SOURCE CERTIFICATION

Section 1 - General Information

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

Project Name: Mission Beach Lifeguard Station Emergency

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

Signature of Requestor: George Ghossain Digitally signed by George Ghossain
Date: 2025.07.16 14:50:23 -07'00' Date: 7/16/2025

City Project Manager: Carolina Delgado Phone: 619-236-7391

Section 2 - Contract Information

Selected Contractor/Consultant: Cass Arrieta

Contact Name: Buzz Birney Title: Project Manager

Phone: 619-599-5837 Email: bbirney@cassarrieta.com

Amount of Contract (Not-to-Exceed): \$3,500,000

Anticipated Start Date: 02/05/25

Amount of Time to Complete Work: 477 ☒ 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 <u>City Engineer</u> 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.

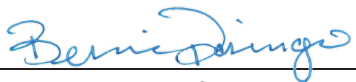
Purchasing & Contracting Review

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.

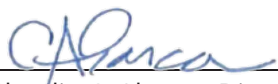
- ☐ **Recommend Deny Request.** After reviewing the information provided, I cannot recommend the approval of this request. The reason(s) this request is denied is:

 Signature of Reviewer	Berric Doringo Deputy Director, Public Works Division	7/21/2025 Date
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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.

 Claudia C. Abarca, Director	July 21, 2025 Date
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City of San Diego

CONTRACTOR'S NAME: Cass Construction, Inc. dba Cass Arrieta

ADDRESS: 1105 N. Marshall Ave., El Cajon, CA 92020

TELEPHONE NO.: (619) 590-0929

EMAIL: info@cassarrieta.com

CITY CONTACT: Abel Martinez, Contract Specialist, Email: MartinezAbel@sanidiego.gov

Phone No. (619) 533-5270

C. Delgado / T. Dinh / K. Vary

CONTRACT DOCUMENTS

FOR

EMERGENCY DESIGN AND CONSTRUCTION SERVICES FOR: MISSION BEACH LIFEGUARD STATION EMERGENCY

VOLUME 1 OF 1

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

BID NO.: K-25-2435-EMR-3

SAP NO. (WBS): L-25001.2

CLIENT DEPARTMENT: 1912

COUNCIL DISTRICT: 2

PROJECT TYPE: BB

THIS CONTRACT MAY BE SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING

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

7/14/25

Date

Seal:



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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 assessing the condition of the existing Mission Beach lifeguard station structure. Based on the assessment by a structural engineering consultant, this emergency project will take necessary measures so that the area can maintain the lifeguard service for the public. The exterior stucco of the portion of the lifeguard station building containing the observation tower exhibits significant deterioration, including large exterior wall rifts, caused by water damage from moisture that has reached the structural concrete masonry unit (CMU) walls. This portion of the building is a hazard to the public due to the potential for stucco to fall onto pedestrians. Additional investigations are required to assess the structural integrity of the building. The project will install temporary barricades adjacent to the observation tower to ensure pedestrians' safety from falling debris during the investigative work. The investigation to assess the building's structural integrity will include exterior stucco removal to expose the interior CMU wall. Once the investigation has concluded, all areas impacted by the emergency will be restored to their pre-impact conditions to the maximum extent feasible. These emergency measures may involve repairs to the existing structure and/or installation of temporary facilities to extend the function of the lifeguard station for the next few years.
- 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 **477 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 **\$3,000,000.00**. 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 [PWDPPrevailingWage@sandiego.gov](mailto:PWDPprevailingWage@sandiego.gov).

- 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.
12. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to The GREENBOOK, 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.
- 23. PHASED FUNDING:** This contract may be subject to phased funding, for Conditions, see **Exhibit U - Phased Funding Provisions**.

**AGREEMENT
FOR
EMERGENCY DESIGN AND CONSTRUCTION SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
CASS CONSTRUCTION, INC. DBA CASS ARRIETA**

This Emergency Design and Construction Services Agreement (Agreement) is made and entered between THE CITY OF SAN DIEGO, herein called "City" and **CASS CONSTRUCTION, INC. DBA CASS ARRIETA** herein called "Contractor", for the purpose of designing (when required) and performing emergency construction services for **MISSION BEACH LIFEGUARD STATION EMERGENCY**, Bid No. **K-25-2435-EMR-3**, in the amount of Three Million Dollars and Zero Cents (\$3,000,000.00) at the direction of the City Engineer, consisting of an amount not to exceed \$2,500,000.00 for Phase I and \$500,000.00 for Phase II (add additional phases as needed). 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 dservices 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 signatory 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 General section 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.

CONTRACTOR

By: 

Print Name: Cass Construction, Inc. dba Cass Arrieta

Title: President

Date: 9/8/2025

City of San Diego License No.: B1974017184

State Contractor's License No.: 298336

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000010675

THE CITY OF SAN DIEGO

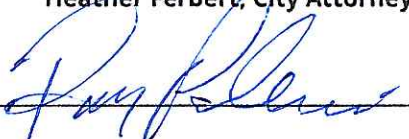
By: 

Print Name: Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Department

Date: 11/13/2025

APPROVED AS TO FORM

Heather Ferbert, City Attorney

By: 

Print Name: Ray Polanco
Deputy City Attorney

Date: 11/13/25

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Cass Construction, Inc. dba Cass Arrieta, a corporation, as principal, and Liberty Mutual Insurance 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 Three Million Dollars and Zero Cents (\$3,000,000.00) for the faithful performance of the annexed contract, and in the sum of Three Million Dollars and Zero Cents (\$3,000,000.00) 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)

CONTRACTOR

Cass Construction, Inc. dba Cass Arrieta

By: [Signature]

Print Name: Wes Wise, President

Date: 9/6/25

THE CITY OF SAN DIEGO

By: [Signature]

Print Name: Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Department

Date: 11/13/2025

SURETY

Liberty Mutual Insurance Company

By: [Signature]

Print Name: Lawrence F. McMahon, Attorney-In-Fact
Attorney-In-Fact

Date: August 26, 2025

790 The City Drive South, Suite 200, Orange, CA 92868

Local Address of Surety

(714) 634-5722

Local Phone Number of Surety

\$21,375.00*

Premium

* Premium is Subject to Adjustment Based on Final Contract Price

024286352

Bond Number

APPROVED AS TO FORM

Heather Ferbert, City Attorney

By: [Signature]

Print Name: Ray Salamea
Deputy City Attorney

Date: 11/13/25

CALIFORNIA 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.

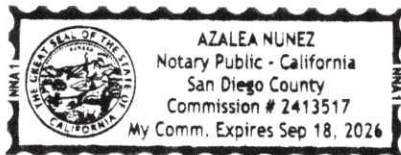
State of California }

County of San Diego

On September 8, 2025 before me, Azalea Nunez,
Date Here Insert Name and Title of the Officer

personally appeared Wes Wise
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.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Azalea Nunez
Signature of Notary Public

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: _____

Signer's Name: _____

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

Signer is Representing: _____

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 August 26, 2025 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

personally appeared Lawrence F. McMahon,
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  (Seal)





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213991 - 024019**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher Conte, Dale G. Harshaw, Geoffrey Shelton, John R. Qualin, Lawrence F. McMahon, Lilia De Loera, Maria Hallmark, Minna Huovila, Natassia Kirk-Smith, Ryan Warnock, Sarah Myers, Tara Bacon

all of the city of San Diego state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of May, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of August, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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 T 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:

Mission Beach Lifeguard Station Emergency

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-25-2435-EMR-3**; SAP No. (WBS) **L-25001.2**; 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: Cass Construction, Inc. dba Cass Arrieta

Certified By Wes Wise Title President

Name



Signature

Date 9/8/2025

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	
Cass Construction, Inc.		Cass Arrieta	
Street Address	City	State	Zip
1105 N. Marshall Ave.,	El Cajon	CA	92020
Contact Person, Title		Phone	Fax
Wes Wise, President		619-590-0929	619-590-1202

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:

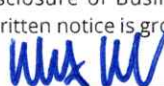
- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Wes Wise	President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
100% Ownership Interest	

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.

<u>Wes Wise, President</u> Print Name, Title	 Signature	<u>9/8/2025</u> 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	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Casper Company</u> Address: <u>3825 Bancroft Drive</u> City: <u>Spring Valley</u> State: <u>CA</u> Zip: <u>91977</u> Phone: <u>619-589-6001</u> Email: <u>gregc@caspercompany.com</u>	Constructor	1000002917	478960	Lead Abatement & Stucco Removal	\$12,000.00	N/A	N/A	N/A
Name: <u>Koch General Engineering, Inc.</u> Address: <u>P.O. Box 1190</u> City: <u>Lakeside</u> State: <u>CA</u> Zip: <u>92040</u> Phone: <u>619-354-1559</u> Email: <u>sara@kochge.com</u>	Constructor	1000047489	1023489	Stucco Repairs	\$15,000.00	N/A	N/A	N/A

Ⓢ 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		

Ⓢ 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

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 [Ⓢ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Glenn A. Rick Engineering & Development Company</u> <u>Glenn A. Rick Engineering Company</u> Address: <u>5620 Friars Road</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92110</u> Phone: <u>619-291-0707</u> Email: <u>srekani@rickengineering.com</u>	Designer	1000006546	N/A	Engineering	\$200,000.00	N/A	N/A	N/A
Name: <u>Marathon Construction Corporation</u> Address: <u>10108 Riverford Road</u> City: <u>Lakeside</u> State: <u>CA</u> Zip: <u>92040</u> Phone: <u>619-276-4401</u> Email: <u>jon@marathonsd.com</u>	Constructor	1000020100	411338	Temp Facilities Management & Procurement	\$150,000.00	N/A	N/A	N/A

Ⓢ 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		

Ⓢ 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: <u>N/A</u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	N/A	N/A	N/A	N/A	N/A	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

SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)

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 is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor)** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. **If none are known at this time, mark the table below with non-applicable (N/A).**

Prime Contractor Name: Cass Construction, Inc. dba Cass Arrieta

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: <u>N/A</u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	N/A	N/A	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

**** USE ADDITIONAL FORMS AS NECESSARY ****

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
Wes Wise	President
Shannon Burke	CFO
Grace Wise	Secretary

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: Cass Construction, Inc. dba Cass Arrieta

Certified By

Wes Wise

Title President

Name



Date 9/8/25

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
Casper Company

NAME	TITLE
Steve Casper	President
Greg Casper	Vice President
Bill Haithcock	
Ken Ringer	

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER
Koch General Engineering, Inc.

NAME	TITLE
Monty Koch	CEO

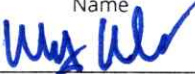
☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER
Glenn A. Rick Engineering and Development Co. dba Rick Engineering Company

NAME	TITLE
Kai Ramer	President
Timothy Gabrielson	Secretary
Paul Lezzi	CFO

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER
Marathon Construction Corporation

NAME	TITLE
Michael V. Badamo-Furby	President / CEO
Jon Ruth	Secretary
John D. Cunningham	CFO

Contractor Name: Cass Construction, Inc. dba Cass Arrieta

Certified By Wes Wise Title President
Name
 Date 9/8/25
Signature

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: Cass Construction Inc.

ADA/DBA: Cass Arrieta

Address (Corporate Headquarters, where applicable): 1105 N. Marshall Ave.

City: El Cajon County: San Diego State: CA Zip: 92020

Telephone Number: 619-590-0929 Fax Number: 619-590-1202

Name of Company CEO: Wes Wise

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

Address: PO Box 309

City: El Cajon County: San Diego State: CA Zip: 92022

Telephone Number: _____ Fax Number: _____ Email: ghurst@cassarrieta.com

Type of Business: General Engineering Type of License: Class A

The Company has appointed: Greg Hurst

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: 1105 N. Marshall Ave. El Cajon 92020

Telephone Number: () 619-590-0929 Fax Number: 619-590-1202 Email: ghurst@cassarrieta.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 Cass Construction Inc. DBA Cass Arrieta

(Firm Name)

San Diego

(County)

, CA

(State)

hereby certify that information provided

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

9 day of September, 2025

Greg Hurst
(Authorized Signature)

Greg Hurst

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: Cass Construction Inc. DBA Cass ArrietaDATE: 9/9/2025OFFICE(S) or BRANCH(ES): El CajonCOUNTY: 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							3	1		
Professional														
A&E, Science, Computer														
Technical										1	6			
Sales														
Administrative Support			1	5							2	8	1	1
Services														
Crafts														
Operative Workers			7						1		15			
Transportation											4			
Laborers*														

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

Totals Each Column			8	6					1	1	30	9	1	1
--------------------	--	--	---	---	--	--	--	--	---	---	----	---	---	---

Grand Total All Employees**57**

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 3NAME OF FIRM: Cass Construction Inc. DBA Cass ArrietaDATE: 9/9/2025OFFICE(S) or BRANCH(ES): El CajonCOUNTY: 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	1		32								13			
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers			10						1		14			
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters			16								5		2	
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers			1											
Workers, Extractive Crafts, Miners														
Totals Each Column	1		59						2		32		2	

Grand Total All Employees**96**

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.

Mission Beach Lifeguard Station Emergency
K-25-2435-EMR-3

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

2-2 PERMITS, FEES, AND NOTICES. To the "WHITEBOOK", ADD the following:

2. The Contractor will obtain, at no cost to you, the following permits:
 - a) Building Permits

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. Hourly rate for Project Manager shall be determined by adding 15% to the Superintendent hourly rate.
 - v. 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. 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.
 - i. Cost associated with any vehicle for transportation of personnel shall not be compensated.

SECTION 3 – CONTROL OF THE WORK

3-4

AUTHORITY OF THE BOARD AND THE ENGINEER. To the "WHITEBOOK", ADD the following:

- 4. See **Exhibit T, Sample Contractor Performance Evaluation (CPE) Form.**

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..

5-4.2.4 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.

4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you..
4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

5-4.2.8 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:

1. Ongoing operations performed by you or on your behalf,
2. your products,

3. your work, e.g., your completed operations performed by you on your behalf, or
4. 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.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 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:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. premises owned, leased, controlled, or used by you.

5-4.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

- 5-4.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**
- 5-4.5.4.1 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:
1. Ongoing operations performed by you or on your behalf,
 2. your products,
 3. your work, e.g., your completed operations performed by you on your behalf, or
 4. premises owned, leased, controlled, or used by you.
- 5-4.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- 5-4.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.
- 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.
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.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the “WHITEBOOK”, item 1, subsection “s”, DELETE in its entirety and SUBSTITUTE with the following:

- s. 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 **Mission Beach Lifeguard Station Emergency (Shoring, First Aid Relocation, and Temporary Structures)**, Project No. **L-25001.2.02.06**, 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

7-3.9

Field Orders. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the **“Field Orders”** Bid Item, the City shall pay those Field Orders as shown below:

**TABLE 7-3.9
FIELD ORDER LIMITS**

Contract Price	Maximum Each Field Order Work Amount
Less than \$1,000,001	\$10,000
\$1,000,001 to \$5,000,000	\$20,000
\$5,000,001 to \$10,000,000	\$25,000
\$10,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$70,000

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 "GREENBOOK", 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 402 – UTILITIES

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.

SECTION 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING

802-2.1 Project Biologist. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. You shall retain a qualified Project Biologist to perform biological monitoring Work for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

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

TO: _____ 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: Mission Beach Lifeguard Station Emergency (Shoring, First Aid Relocation, and Temporary Structures)

WBS No.: L-25001.02.06

Project Location-Specific: The project is located at 3141 Ocean Front Walk, San Diego, CA 92109 (APN: 760-217-65-00) within the Mission Beach Community Planning Area (Council District 2).

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

Description of nature and purpose of the Project: A recent inspection of the Mission Beach Lifeguard Station revealed multiple signs of structural damage. The exterior stucco of the portion of the lifeguard station building containing the observation tower and first aid room exhibits significant deterioration, including large exterior wall rifts, caused by water damage from moisture that has reached the structural concrete masonry unit (CMU) walls. There is also visual evidence of corrosion to the exposed steel supporting the lifeguard observation deck. This portion of the building is a hazard to occupants and the public, with potential for sloughing stucco to fall onto passersby.

The project will vacate the existing first aid station and convert the existing wheelchair storage room into a first aid room by adding new sewer and water utility connections and a wash area with a sink. The project will also install shoring within the existing observation tower to ensure that public safety personnel can safely occupy the structure and perform their requisite duties. A temporary trailer, two temporary observation towers, and three Conex boxes will be sited within the immediate vicinity of the existing lifeguard structure to continue supporting lifeguard operations at Mission Beach. The proposed work is the minimum necessary to maintain the surrounding beach area open and accessible to the public, and to ensure public health and safety.

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: (619) 533-5191 / EJValdez@sandiego.gov
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));
- ☒ 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 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, Deputy Director

July 22, 2025

Date

Check One:

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

Date Received for Filing with County Clerk or OPR:

EXHIBIT N

LOCATION MAP



Engineering & Capital Projects

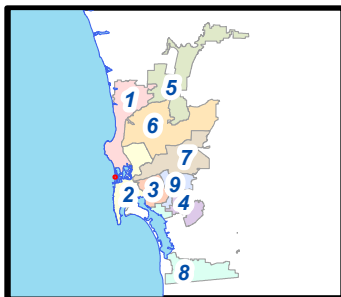
MISSION BEACH LIFEGUARD STATION EMERGENCY

SENIOR ENGINEER
JONG CHOI
619-533-5493

PROJECT MANAGER
CAROLINA DELGADO
619-236-7391

PROJECT ENGINEER
LEAMARIE DIAZ
619-533-5210

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



Legend

L25001



COMMUNITY NAME: MISSION BEACH

COUNCIL DISTRICT: 2

WBS NO: L25001

Date: 8/4/2025



Mission Beach Lifeguard Station Emergency
K-25-2435-EMR-3

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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 (619)-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: 0.2 (ACRES)

HYDROLOGIC UNIT/WATERSHED: Penasquitos /Mission Bay

HYDROLOGIC SUBAREA NAME & NO: Scripps / 906.30

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

☐ SWPPP

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.

SOURCE CONTROL BMP CHECKLIST FOR STANDARD PROJECTS		FORM I-4A	
ALL DEVELOPMENT PROJECTS MUST IMPLEMENT SOURCE CONTROL BMPs. REFER TO CHAPTER 4 AND APPENDIX E OF THE BMP DESIGN MANUAL FOR INFORMATION TO IMPLEMENT BMPs SHOWN IN THIS CHECKLIST. NOTE: ALL SELECTED BMPs MUST BE SHOWN ON THE CONSTRUCTION PLANS.			
SOURCE CONTROL REQUIREMENT		APPLIED(1)?	
4.2.1 PREVENTION OF ILLICIT DISCHARGES INTO THE MS4	☒ YES	☐ NO	☐ N/A
4.2.2 STORM DRAIN STENCILING OR SIGNAGE	☐ YES	☐ NO	☒ N/A
4.2.3 PROTECT OUTDOOR MATERIALS STORAGE AREAS FROM RAINFALL, RUN-ON, RUNOFF, AND WIND DISPERSAL	☐ YES	☐ NO	☒ N/A
4.2.4 PROTECT MATERIALS STORED IN OUTDOOR WORK AREAS FROM RAINFALL, RUN-ON, RUNOFF, AND WIND DISPERSAL	☐ YES	☐ NO	☒ N/A
4.2.5 PROTECT TRASH STORAGE AREAS FROM RAINFALL, RUN-ON, RUNOFF, AND WIND DISPERSAL	☐ YES	☐ NO	☒ N/A
4.2.6 BMPs BASED ON POTENTIAL SOURCES OF RUNOFF POLLUTANTS	☐ YES	☐ NO	☒ N/A
ON-SITE STORM DRAIN INLETS	☐ YES	☐ NO	☒ N/A
INTERIOR FLOOR DRAINS AND ELEVATOR SHAFT SUMP PUMPS	☐ YES	☐ NO	☒ N/A
INTERIOR PARKING GARAGES	☐ YES	☐ NO	☒ N/A
NEED FOR FUTURE INDOOR AND STRUCTURAL PEST CONTROL	☐ YES	☐ NO	☒ N/A
LANDSCAPE / OUTDOOR PESTICIDE USE	☐ YES	☐ NO	☒ N/A
POOLS, SPAS, PONDS, DECORATIVE FOUNTAINS, AND OTHER WATER FEATURES	☐ YES	☐ NO	☒ N/A
FOOD SERVICE	☐ YES	☐ NO	☒ N/A
REFUSE AREAS	☐ YES	☐ NO	☒ N/A
INDUSTRIAL PROCESSES	☐ YES	☐ NO	☒ N/A
OUTDOOR STORAGE OF EQUIPMENT OR MATERIALS	☐ YES	☐ NO	☒ N/A
VEHICLE / EQUIPMENT REPAIR AND MAINTENANCE	☐ YES	☐ NO	☒ N/A
FUEL DISPENSING AREAS	☐ YES	☐ NO	☒ N/A
LOADING DOCKS	☐ YES	☐ NO	☒ N/A
FIRE SPRINKLER TEST WATER	☐ YES	☐ NO	☒ N/A
MISCELLANEOUS DRAIN OR WASH WATER	☐ YES	☐ NO	☒ N/A
PLAZAS, SIDEWALKS, AND PARKING LOTS	☐ YES	☐ NO	☒ N/A
SC-6A: LARGE TRASH GENERATING FACILITIES	☐ YES	☐ NO	☒ N/A
SC-6B: ANIMAL FACILITIES	☐ YES	☐ NO	☒ N/A
SC-6C: PLANT NURSERIES AND GARDEN CENTERS	☐ YES	☐ NO	☒ N/A
SC-6D: AUTOMOTIVE-RELATED USES	☐ YES	☐ NO	☒ N/A
DISCUSSION/JUSTIFICATION FOR ALL "NO" ANSWER SHOWN ABOVE:			

SITE DESIGN BMP CHECKLIST FOR STANDARD PROJECTS		FORM I-5A	
ALL DEVELOPMENT PROJECTS MUST IMPLEMENT SITE DESIGN BMPs SD-1 THROUGH SD-8. REFER TO CHAPTER 4 AND APPENDIX E OF THE BMP DESIGN MANUAL FOR INFORMATION TO IMPLEMENT BMPs SHOWN IN THIS CHECKLIST. NOTE: ALL SELECTED BMPs MUST BE SHOWN ON THE CONSTRUCTION PLANS.			
SITE DESIGN REQUIREMENT		APPLIED(1)?	
4.3.1 MAINTAIN NATURAL DRAINAGE PATHWAYS AND HYDROLOGIC FEATURES	☐ YES	☐ NO	☒ N/A
4.3.2 CONSERVE NATURAL AREAS, SOILS, AND VEGETATION	☐ YES	☐ NO	☒ N/A
4.3.3 MINIMIZE IMPERVIOUS AREA	☒ YES	☐ NO	☐ N/A
4.3.4 MINIMIZE SOIL COMPACTION	☐ YES	☐ NO	☒ N/A
4.3.5 IMPERVIOUS AREA DISPERSION	☐ YES	☐ NO	☒ N/A
4.3.6 RUNOFF COLLECTION	☐ YES	☐ NO	☒ N/A
4.3.7 LANDSCAPING WITH NATIVE OR DROUGHT TOLERANT SPECIES	☐ YES	☐ NO	☒ N/A
4.3.8 HARVESTING AND USING PRECIPITATION	☐ YES	☐ NO	☒ N/A
DISCUSSION / JUSTIFICATION FOR ALL "NO" ANSWER SHOWN ABOVE:			
(1) ANSWER FOR EACH SOURCE CONTROL AND SITE DESIGN CATEGORY SHALL BE PURSUANT TO THE FOLLOWING: **"YES" MEANS THE PROJECT WILL IMPLEMENT THE BMP AS DESCRIBED IN CHAPTER 4 AND/OR APPENDIX E OF THE BMP DESIGN MANUAL. DISCUSSION / JUSTIFICATION IS NOT REQUIRED. **"NO" MEANS THE BMP IS APPLICABLE TO THE PROJECT BUT IT IS NOT FEASIBLE TO IMPLEMENT. DISCUSSION / JUSTIFICATION MUST BE PROVIDED. **"N/A" MEANS THE BMP IS NOT APPLICABLE AT THE PROJECT SITE BECAUSE THE PROJECT DOES NOT INCLUDE THE FEATURE THAT IS ADDRESSED BY THE BMP (E.G., THE PROJECT HAS NO OUTDOOR MATERIALS STORAGE AREAS). DISCUSSION / JUSTIFICATION MAY BE PROVIDED.			

STORM WATER NOTE:

1. THE PROJECT IS SUBJECT TO MUNICIPAL CODE SECTION 43.03 AND TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100

ADD AREAS OF IMPERVIOUS SURFACES
(ADD TO THIS LIST AS APPLICABLE)
A) AREA OF BUILDING 916 SF

MISSION BEACH LIFEGUARD STATION EMERGENCY BMP MAP FOR STANDARD DEVELOPMENT PROJECTS									
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET XX OF YY SHEETS					WBS L-25001				
APPROVED: FOR CITY ENGINEER _____ DATE _____ JONG CHOI _____ XXXXX PRINT DCE NAME _____ RCE# _____					SUBMITTED BY: CAROLINA DELGADO PROJECT MANAGER				
					CHECKED BY: LEAMARIE DIAZ PROJECT ENGINEER				
DESCRIPTION		BY	APPROVED	DATE	FILMED	SEE EACH SHEET CCS27 COORDINATE			
ORIGINAL		xx/xx				SEE EACH SHEET CCS83 COORDINATE			
						DRAWING NO.			
CONTRACTOR _____				NTP DATE _____		999999-999-D			
INSPECTOR _____				NOC DATE _____					

C999

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:

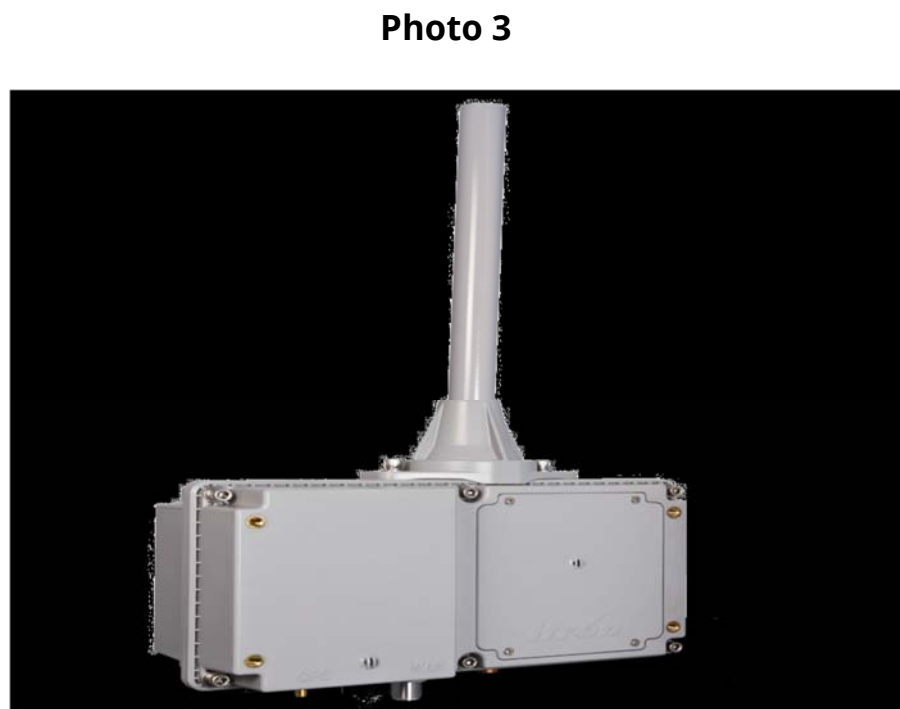
Photo 1



- 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

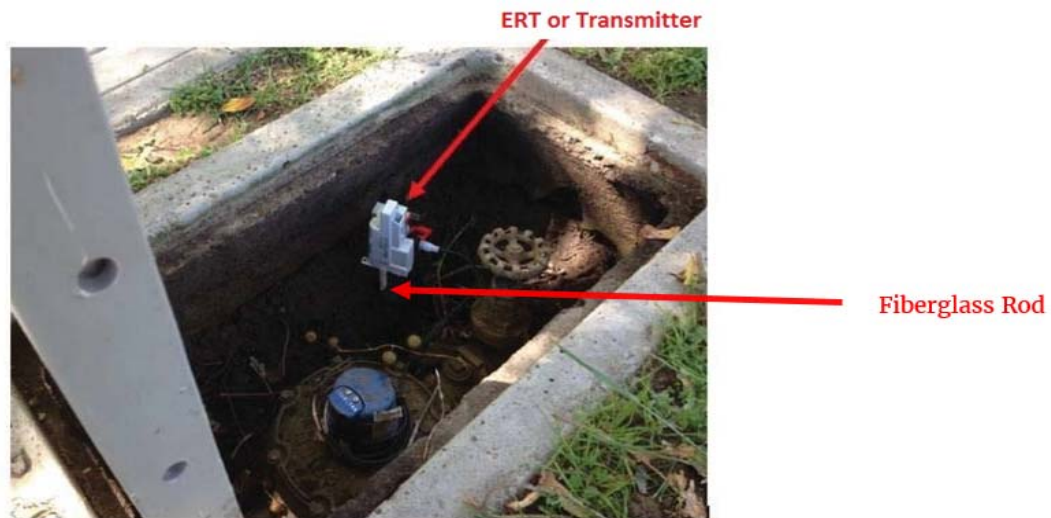


Photo 6 below is an example of disturbance that shall be avoided:

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.

Rev. 9.11.2023

EXHIBIT Q

SAMPLE CITY INVOICE

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

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#:Fax#:

Contractor's Name:

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

Invoice No.

Invoice Date:

Billing Period: (To)

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
								\$0.00		\$0.00		\$	-

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

Mission Beach Lifeguard Station Emergency

K-25-2435-EMR-3

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EXHIBIT R

SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** An emergency project has been initiated to assess the condition of the existing Mission Beach lifeguard station structure. Based on the assessment by a structural engineering consultant, this emergency project will take necessary measures so that the area can maintain the lifeguard service for the public. The exterior stucco of the portion of the lifeguard station building containing the observation tower exhibits significant deterioration, including large exterior wall rifts, caused by water damage from moisture that has reached the structural concrete masonry unit (CMU) walls. This portion of the building is a hazard to the public due to the potential for stucco to fall onto pedestrians. Additional investigations are required to assess the structural integrity of the building. The project will install temporary barricades adjacent to the observation tower to ensure pedestrians' safety from falling debris during the investigative work. The investigation to assess the building's structural integrity will include exterior stucco removal to expose the interior CMU wall. Once the investigation has concluded, all areas impacted by the emergency will be restored to their pre-impact conditions to the maximum extent feasible. These emergency measures may involve repairs to the existing structure and/or installation of temporary facilities to extend the function of the lifeguard station for the next few years.

Rick Engineering to be retained as Engineer of Record to perform civil design services.

- 1.1. **Design:** 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: **\$3,000,000.00.**

3. **LOCATION OF WORK:** The location of the Work is as follows:

The project site is located within City Right-of-Way at **3141 Ocean Front Walk.**

4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be completed within **477 Working Days** from the date of issuance of the Notice to Proceed. Design can 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 (CARB)

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

SAMPLE CONTRACTOR PERFORMANCE EVALUATION (CPE) FORM



**CITY OF SAN DIEGO
CONTRACTOR PERFORMANCE EVALUATION (CPE) FORM**

Date: _____

☐ **INTERIM EVALUATION:** at _____% of a _____ ☐ Working Day ☐ Calendar Day
☐ **FINAL EVALUATION:** Submitted at completion of a _____ ☐ Working Day ☐ Calendar Day

TITLE OF CONTRACT: Title of Contract

CONTRACT AMOUNT (ORIGINAL/FINAL) _____ / _____

FIRM NAME: Contractor Firm Name

FIRM ADDRESS: _____

CONTRACTOR REPRESENTATIVE'S NAME: _____

CONTRACTOR SUPERINTENDENT'S NAME: _____

CONTRACTOR FOREMAN'S NAME: _____

WBS #:

BID #:

TYPE OF WORK (CHECK ALL THAT APPLY):

TREATMENT PLANT	☐	PUMP STATION	☒	SEWER MAIN	☐	STORM DRAIN	☐
WATER MAIN	☐	FLOOD CONTROL	☐	ENVTL. MITIGATION	☐	BRIDGE	☐
STREETS/HIGHWAYS	☐	TRAFFIC SIGNAL	☐	STREET LIGHTS	☐	PARK	☐
BUILDING [specify]	☐	PIPING SYSTEM	☐	OTHER (SPECIFY)	☐	_____	

CPE are one of the tools the City uses to determine if a contractor has the quality, fitness, and capacity to perform proposed work satisfactorily and is, therefore, a responsible contractor. See San Diego Municipal Code sections 22.3003 and 22.3004. This evaluation represents the observations and conclusions of the City of San Diego, prepared by City staff in the course of their official duties. The Contractor may agree with or dispute the contents and conclusions of this evaluation. Anyone not affiliated with the City of San Diego should conduct his/her investigation to confirm or dispel the conclusions expressed herein.

Notes:

- The Contractor will be allowed (60) calendar days after notice of the final performance evaluation pursuant to SDMC 22.0806 to protest this evaluation in writing; otherwise, the City will deem the evaluation accepted by the Contractor.
- Refer to the end of the form for definitions used in this evaluation.

1. Contract Administration

The Contractor's overall rating for Section 1 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

2. Compliance with Contract Documents

The Contractor's overall rating for Section 2 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

3. Construction Workmanship

The Contractor's overall rating for Section 3 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

4. Safety

The Contractor's overall rating for Section 4 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

5. Storm Water / BMP Compliance

The Contractor's overall rating for Section 5 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☒ Needs Improvement ☐ Unsatisfactory

6. Cooperation, Professionalism, Communication & Public Outreach

The Contractor's overall rating for Section 6 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

7. Subcontracting Performance and Management

The Contractor's overall rating for Section 7 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

OVERALL EVALUATION

THE OVERALL EVALUATION IS DERIVED FROM THE HOLISTIC REVIEW OF THE SEVEN FACTORS ABOVE.

The Contractor's overall rating (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

OVERALL SUMMARY:

Title of Contract: Title of Contract
Evaluation of: Contractor Firm Name

Date:
Page 6 of 9

RESIDENT ENGINEER

SUPERVISOR

By:

(signature / date)

(signature / date)

(print name)

(print name)

Section Head's Initial_____

Asst. Deputy Director's Initials_____

ADD:

Date:_____

CC:

- Contractor
- Program Coordinator, Engineering & Capital Projects/Contracting Group, Pre-qualification Program
- Director, Purchasing & Contracting
- Deputy Director, Purchasing & Contracting
- eFile CityHub/SDShare

SAMPLE

Definitions:

- 1. Performance Areas** - These include the Contractor's record of conforming to the requirements and standards of Contract Administration, Compliance with Contract Documents, Construction Workmanship, Safety, Stormwater Best Management Practices, Cooperation, Professionalism, Communication and Public Outreach, and Subcontracting Performance and Management.

Here are definitions for the specified terms within the context of contractor performance areas:

- Contract Administration: Managing all aspects of a construction contract to ensure compliance with its terms and conditions. This includes handling project documentation, managing changes or modifications, e.g., requests for changes, processing payments, monitoring timelines, requests for information, submittals, resolving disputes, and ensuring all parties fulfill their contractual obligations.
- Compliance with Contract Documents: Adherence to the plans, specifications, and other legally binding documents that outline the scope of work, quality standards, and technical requirements. This involves ensuring all construction activities align with approved designs, materials, and regulations specified in the contract.
- Construction Workmanship: The quality and standard of the physical work performed on the project. It reflects the Contractor's ability to deliver durable, precise, and code-compliant construction through skilled labor and proper techniques specified in the contract.
- Safety: Implementing and maintaining measures to protect workers, site visitors, and the public from hazards. This includes compliance with Occupational Safety and Health Administration standards, site-specific safety plans, and accident prevention strategies throughout the project lifecycle.
- Stormwater Best Management Practices (BMPs): Techniques and measures used to control and reduce the impact of stormwater runoff during and after construction. This includes erosion control, sediment barriers, proper waste management, and other strategies to minimize pollution and protect water quality in compliance with environmental regulations.
- Cooperation: The Contractor's ability to work collaboratively and effectively with the City, subcontractors, government agencies, and other stakeholders. This involves being responsive and adaptable and maintaining a solution-oriented approach to project challenges.
- Professionalism: Demonstrating ethical conduct, integrity, and respect in all aspects of the Contractor's work. It includes maintaining a positive work environment, adhering to industry standards, and fostering trust through reliable and responsible business practices.
- Communication and Public Outreach: Providing clear, timely, and accurate information to stakeholders and the public as specified in the Contract Documents. This involves regular project updates, responding to concerns, and maintaining transparency to build positive community relations and ensure all parties remain informed.
- Subcontracting Performance and Management: The contractor's ability to select, oversee, and coordinate Subcontractors to ensure their work meets quality standards, deadlines, and compliance requirements. Effective management includes monitoring performance, enforcing contractual terms, and resolving issues to maintain project continuity.

The above criteria are not equally weighted. For example, though the Contractor may receive an outstanding rating for Contract Administration, Cooperation, Professionalism and/or Communication, the frequent lapses in safety on the job site or disregard for stormwater compliance resulting in serious injury or damages on site justify the Contractor receiving an overall unsatisfactory rating. Therefore, in the context of the Contractor performance ratings, the definitions can be adjusted to focus more on the quality of the Work, timeliness, and adherence to safety standards than other areas.

- 2. Performance Rating** - See below for a breakdown of the Contractor's performance rating definitions. These definitions provide a set of expectations across multiple areas of the Contractor's performance, ensuring the Contractor is evaluated holistically on various critical aspects of contract execution.

a) Outstanding:

- Contract Administration: Consistently submits all required documentation on time and maintains proper documentation. Fully adheres to the contract's terms and proactively resolves any issues.
- Compliance with Contract Documents: Demonstrates full understanding of and strict adherence to Contract Documents. Any changes or deviations are well-communicated and documented.
- Construction Workmanship: The quality of the Work consistently exceeds expectations, with few to no defects, attention to detail, and thorough craftsmanship.

- Safety: Safety is a top priority, with zero safety incidents, proactive safety training, and implementing additional safety measures beyond required.
- Storm Water Best Management Practices: Consistently implements and exceeds all environmental guidelines for stormwater management and addresses issues before they arise.
- Cooperation: Fully cooperative with all stakeholders, including the client, Subcontractors, and suppliers, with a strong emphasis on team collaboration and problem-solving.
- Professionalism: Maintains the highest standards of conduct, integrity, and respect in all dealings with stakeholders and regulatory agencies.
- Communication and Public Outreach: Regularly updates stakeholders, responds promptly to concerns, and engages with the public in a respectful and transparent manner. Issues are resolved proactively.
- Subcontracting Performance and Management: Subcontractors are managed effectively, adhering to contract terms and producing high-quality work. Coordination between Subcontractors is seamless.

b) Above Satisfactory:

- Contract Administration: Completes necessary documentation with minimal errors and on time. Any issues or changes are addressed promptly.
- Compliance with Contract Documents: Follows Contract Documents well, with only minor discrepancies or deviations that are communicated and resolved.
- Construction Workmanship: Work quality is generally excellent, with a few minor issues or areas for improvement that are promptly corrected.
- Safety: Strong safety record, with minor issues addressed quickly. Safety practices generally meet or exceed expectations.
- Stormwater Best Management Practices: Stormwater management practices are followed effectively, with few issues. Implements best practices and corrects problems when they arise.
- Cooperation: Works well with all parties, addressing issues with minimal conflict. Collaboration is generally smooth.
- Professionalism: Maintains a professional demeanor, resolving conflicts appropriately, and adhering to industry standards.
- Communication and Public Outreach: Communication is proactive and responsive, with timely updates to stakeholders and the public. Public outreach is effective but could be more frequent.
- Subcontracting Performance and Management: Subcontractors are effectively managed, but minor coordination issues may arise. Work is generally on time and meets the standards.

c) Satisfactory:

- Contract Administration: Documentation is completed as required, with occasional delays or missing information. Issues are resolved, but reminders may be required.
- Compliance with Contract Documents: Generally, complies with contract documents, with occasional deviations addressed upon discovery but may result in delays or minor issues.
- Construction Workmanship: Meets the minimum expected quality, with some defects or areas that could be improved. Issues are typically addressed once raised.
- Safety: Safety protocols are followed, though there may be occasional minor incidents or near-misses. The overall safety record is acceptable but not exemplary.
- Stormwater Best Management Practices: Meets basic requirements for stormwater management but may not always go above and beyond to exceed environmental standards.
- Cooperation: Cooperation with others is generally acceptable but may not be proactive. Occasionally requires intervention to resolve conflicts or issues.

- Professionalism: Conducts business professionally, though there may be occasional lapses in communication or judgment.
- Communication and Public Outreach: Provides regular updates but may not always engage proactively with stakeholders or the public. Responses are typically timely but occasionally delayed.
- Subcontracting Performance and Management: Subcontractors are managed adequately, though there may be some delays or quality issues. Coordination could be improved.

d) Needs Improvement:

- Contract Administration: Frequently submits documentation late or incomplete. Requires frequent reminders to stay on track with contract requirements.
- Compliance with Contract Documents: Regularly deviates from contract documents or fails to follow specifications. Changes or deviations are not always communicated effectively.
- Construction Workmanship: Work quality does not consistently meet the minimum standards. There are frequent defects or the need for rework.
- Safety: Safety violations occur, or safety protocols are inconsistently followed. There are notable safety incidents or risks that need to be addressed.
- Stormwater Best Management Practices: Fails to comply consistently with stormwater management practices, leading to potential environmental concerns or violations.
- Cooperation: Struggles to cooperate with others, leading to frequent conflicts, delays, or miscommunications.
- Professionalism: Displays unprofessional behavior, including poor communication, lack of respect for other stakeholders, or failure to resolve conflicts properly.
- Communication and Public Outreach: Communication is often reactive rather than proactive, failing to inform stakeholders or the public promptly or transparently.
- Subcontracting Performance and Management: Subcontractors are not properly managed, leading to frequent delays, quality issues, or resource mismanagement.

e) Unsatisfactory:

- Contract Administration: Consistently fails to submit required documentation, and there are significant discrepancies or ongoing issues with contract compliance.
- Compliance with Contract Documents: Major deviations from contract documents are frequent and unaddressed. The Contractor fails to follow essential specifications or standards.
- Construction Workmanship: The quality of the Work is consistently poor, with widespread defects and the need for significant rework. It is below industry standards.
- Safety: Serious safety violations or significant incidents affecting worker safety or project progress. Safety regulations are often ignored or not implemented.
- Stormwater Best Management Practices: Failure to implement or adhere to environmental best practices leads to violations or significant environmental impacts.
- Cooperation: Exhibits a lack of cooperation, leading to frequent conflicts with stakeholders, delays, and disruptions in project progress.
- Professionalism: Consistently unprofessional behavior, lack of integrity, failure to meet basic expectations for respect and conduct.
- Communication and Public Outreach: Poor or nonexistent communication, leaving stakeholders or the public uninformed. Issues are ignored or not addressed on time.
- Subcontracting Performance and Management: Subcontractors are poorly managed, leading to significant delays, quality issues, or violations of contract terms. Coordination and oversight are lacking.

*Contractor's Performance Evaluation Form
Revised 01/01/2025*

EXHIBIT U

PHASED 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 7-3, "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-25-2435-EMR-3

CONTRACT OR TASK TITLE: Mission Beach Lifeguard Station Emergency

CONTRACTOR: Cass Construction, Inc. dba Cass Arrieta

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Work to be completed in Phase 1 to include bonds, insurance and, WPCP development. The contractor will prepare design plans tower and foundation for observation tower and submit for DSD permit. Contractor will prepare civil design plans for electrical and communication utilities and will submit for DSD permit. Contractor will procure connex, trailer, and observation tower. Contractor will conduct procurement to fabricate steel platform for observation tower. Contractor will conduct sitework /installation for temporary facilities.	NTP	September 30 2025	\$2,500,000
2	Work to be completed in Phase 2 to include but it is not limited to connex install, trailer, observation tower, electrical and communications work, and fencing installation. Construction closeout would include construction redlines, operational acceptance, address punch list items, acceptance of punch list items, and demobilization.	October 1, 2025	Project Completion	\$500,000
3				\$
Contract Total				\$3,000,000

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) This 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: James R. Brown
Construction Senior Engineer

Signature: James R. Brown

Date: 8-7-2025

Jong Choi
PRINT NAME: _____
Design Senior Engineer

Signature: Jong Choi

Date: 8/11/25

CONTRACTOR

PRINT NAME: Wes Wise

Title: President

Signature: Wes Wise

Date: 8-13-25